WHAT IS A LAND PATENT??

Essentially, a Land Patent is the first conveyance of title ownership to land which the U.S. Government grants a citizen who applies for one. One of the earliest laws for granting Land Patents was passed by Congress on April 24, 1820. Among other things, Congress set up Government Land officers, now known as the Bureau of Land Management. Land was usually sold in parcels of 160 acres for $1.25 per acre. The law in 1820 prohibited the borrowing or use of "credit" for the purchase of government land. In the debates in Congress prior to passage of this act, Senator King of New York said in March 1820 ... "it was calculated to plant in the new country a population of independent unembarrassed freeholder ... that it would place , in every man, the Power to Purchase a freehold. the price of which could be cleared in 3 years... that it would cut up speculation and monopoly ... that it would prevent the accumulation of alarming debt which experience proved never would and never could be paid" !!! (emphasis added) Later on, in 1862, a Homestead Act stated in Section 4: "That no lands acquired under the provisions of this act shall in any event become liable to the satisfaction of any debt or debts contracted prior to the issuing of the patent therefor".

It can be clearly seen that the intent of these early lawmakers was for the people of this country to be FREEMEN AND FREEHOLDERS of their land, and not ever be subject to have it taken from them by any government, feudal authority or banker or any other party who might have a claim against the person who owned the land. In plain English, a Land Patent which gave you an allodial freehold, that was "judgement proof and yes- even immune from tax liens. In [60] effect, the only authority over you or your land was GOD himself. In England, a man, who owned free from authority of the king, was known as a freeholder and his land as a freehold or allodial freehold. Most land patents in the U.S. were issued prior to 1900. However, even today, new land patents continue to be issued, mostly for gas, oil and mineral rights on public lands. For this reason, there are several land offices that remain open in the United States.

WHAT IS THE VALUE OF A LAND PATENT?

On the basis of all the case law I have seen, there is no doubt in my mind that a land patent issued by the Bureau of Land Management which gives you a title at law is far superior to any title acquired in equity. such as a sheriff's deed. The land patent will, therefore, prevent your ejectment and removal from the land or the property you occupy on the land. The debts or claims of other parties will remain, but the land will be removed from assets which they can attach. The law is on the books today which says that any debts, which lie against the land, that existed prior to the land patent being issued, are removed from the land. The next question is; if the land patents were issued 100 or more years ago to persons who are no longer alive, and if I now reside on only a portion of the land that was originally described in the original land patent, then how do I bring up the land patent in my name'? And if I bring it up in my name, will it remove the land as security which the Bank or Mortgage Company can sell and seize in a foreclosure action? [61]

DECLARATION OF LAND PATENT

The procedures which I will describe are not time tested, as they have not worked their way through the U.S. Supreme Court. This does not mean that these procedures will not ultimately be successful. Any basis for a legal approach must be supported by a legal theory. We already know and can substantiate that an original land patent will protect your land from any equitable or collateral attack. However, we do not know for certain that the existing procedures will vest in us the same rights and immunities by filing a DECLARATION OF LAND PATENT, and updating it in your name. However, since there is little to lose and possibly much to gain, it would be wise to file a DECLARATION OF LAND PATENT, in the future event that it is sustained.

The theory is based on two premises. First, in the original land patent,

that was granted, lets say 100 years ago the land patent document itself says that this patent is granted to the original party AS WELL AS TO THEIR HEIRS AND ASSIGNS. While most of us are not heirs, ARE NOT WE ALL ASSIGNS? Since land patents were originally issued, nearly all conveyances of title were done by the use of deeds, like Quit Claim Deeds and Warranty Deeds. However, the money lenders found a way around land patents by creating, new paper instruments like deeds of trust and mortgages, all of which convey equitable interests. However, the land patent its remains the highest title at law, and few persons have updated a land patent in their name. Where a land patent exists, no lien or mortgage could be ever placed on the land. Since the intent of the lawmakers is the law, historic evidence shows that our founding fathers wanted us to own the land [62] in its entirety, and subject to the claims of no other man or government or other institution. Because the laws were passed by Congress setting up Land Offices to grant land patents, the best jurisdiction in which to raise these issues are the Federal Courts.

In the Declaration of Land Patent, we then declare that we are the ASSIGNEE'S of the original land patent, even though we may be 2nd,..3rd, 4th, etc., after the party to whom the original patent was issued. TO LET YOU KNOW HOW SERIOUS THE FEDERAL GOVERNMENT IS TAKING THESE DECLARATIONS OF LAND PATENTS, Don Walker has recently stated: "That in Illinois, he personally knows of a farmer who applied for a $500,000 loan and was told by the Federal Land Bank that it would be granted if he removed his Declaration of Land Patent. Also, the FLB is now itself applying for and filing Declarations of Land Patents on farms it is "foreclosing on". We have also learned that oil, gas and coal companies are filing these declarations on land already titled in their name through deeds. Also, Dennis Schlueter of Fort Collins, Colorado has stated: he knows of banks who are foreclosing on mortgages, that are then filing these DECLARATIONS OF LAND PATENTS on the property that they just foreclosed on. Now if these land patents were worthless pieces of paper, then why is everybody jumping on the bandwagon?

After the review of several different land patents, the one enclosed in this paper is, considered the one that best sums up what is to be said. [63]

The one major pitfall, that must be avoided, is that when filing the

declaration of land patents, do not place the same legal description in the declarations that was in the original land patent issued by the Bureau of Land Management. What this does is cloud the title to the property of other persons who are living in properties that are part of the legal description of the original land patent. As a result, several lawsuits were filed to quiet title. To prevent this from happening, you must write in your Declaration of Land Patent only the legal description of the property to which you are an assignee. In other words, the legal description from your deed or abstract is what you must use. For this reason, the enclosed Declaration of Land Patent has in it, adequate language for this purpose. A Declaration of Homestead should be attached to your Declaration of Land Patent, but the legal description in your Declaration of Homestead must be 160 acres or less to comply with Federal Law on filing Homesteads. Along with the declaration of Land Patent and the Declaration of Homestead is a certified copy of the original land patent which you can obtain from your nearest land office. These papers are all stapled together and filed in either your County Recorder's office or with the Register of Deeds.

DO NOT SEND CHECKS. SEND MONEY ORDERS ONLY / MAKE PAYABLE TO: Bureau of Land Management

After you receive your copy of the original Land Patent or Land Grant, then staple it to a Declaration of Land Patent and file it in your County Recorder's office or Register of Deeds. You now have your allodial title. If you haven't filed a Declaration of Homestead, then you should do so and attach it to your Land Patent. You may file a Declaration of Homestead on up to 160 [64] acres, but not more. A Declaration of Homestead can only be filed on property that you actually live on. A Land Patent can only be filed on property that has been assigned to you. You don't file one on your neighbor's property or they can sue you for slandering his title.

A Declaration of Homestead should be filed whether or not you file a Land Patent. It may be filed with, before, or after your lawsuit is filed. Both Land Patents and Declarations of Homestead must be Notarized. A sample of both are enclosed. Make photocopies of both before using them or you may retype your own.

After your Land Patent is filed, you must send a photocopy by Certified Mail Return Receipt Requested to your bank or mortgage company, FLB,

FMRA, PCA, etc and to any and all parties that may have an equitable interest in your property so they have been placed on NOTICE that you are updating the Land Patent in your name and they will have 60 days to challenge your claim to your allodial title in a court of law or forever keep their silence. Be sure to keep your green tickets when they come back.

GIVING NOTICE IS A BASIC PRINCIPLE OF LAW. WHEN THE GOVERNMENT

LAND OFFICES ORIGINALLY ISSUED THE LAND PATENTS, THEY PUBLISHED

THE LAND PATENT WITH LEGAL DESCRIPTION FOR 60 DAYS: WHEN NOT

CHALLENGED BY ANYONE, THE LAND PATENT WAS THEN GRANTED. AN

ALTERNATIVE WAY TO GIVE THE OTHER PARTY NOTICE IS TO PUBLISH A

"NOTICE OF DECLARATION OF LAND PATENT" in a legal publication in your county

of residence.

Include the legal description on your property in the ad with this warning: "If any party having a claim, lien or debt or other equitable interest fails to file a suit in a court of law within 60 days [65] from the date of filing or on (insert date), then they shall waive all future claims against this land and it will become the property and allodial freehold of the Assignee to said Patent. (your name - Assignee)

QUESTIONS AND ANSWERS

Q. Why must we give the other side `NOTICE'?

A. Giving NOTICE is a basic principle of common law. If someone was going to file a claim against property that you thought was yours, would you not want to be given NOTICE? if they fail to file a suit in court within the 60 days, the case is substantially weakened if they file it later. Also, filing the Land Patent is an excellent diversionary tactic, since the focus of the court battle shifts to who has the best title. Remember, you are an Assignee to that original patent, and your claim is valid. The U.S. Government signed a contract granting that Land Patent to the original party, their heirs or assigns. YOU ARE AN ASSIGNS to all allodial title or freehold. The original contract does not specify any expiration date. it is still in force. If the original land patent is immune from equitable or collateral attack, then so is yours.

Q. Where can I find more case law on Land Patents?

A. At your local library at your courthouse or university. Look up the Supreme Court Digests [66] on Land Patents, also a set of books called 43 USCS 17. Also books on State Law Digests. Look underthe section on Land Patents. There is also material in Bouvier's Law Dictionary. Also look under the term "Bureau of Land Management". You will also find many court cases and related documents on the DCS computer system, especially in the directories:

Law

Pre1868 - Supreme Court Cases

Post 1868 - Supreme Court Cases

9th US Circuit Court of Appeals

Q. Why send the Bureau of Land Management $20.00?

A. This is the approximate cost for most copies of the original patents.

This includes $4.25 for the patent plus a search fee. A copy of the County Plat map makes it easier for them to locate the patent or grant. In your letter, BE SURE TO ASK FOR A CERTIFIED COPY. You should receive it in 4 to 6 weeks.

WHO DOES YOUR LAND BELONG TO?

While it is generally believed in America today that the purpose of the American revolution was to resist taxation without representation. The primary reason for the revolution was to deliver America's Land Titles out of the hands of Great Britain and return them to the people. It was assumed by many, before the Revolution, that England rightfully "owned" America. It was because of this assumption that she gave grants of land to supportive Colonists, then taxes the Colonists as subjects. But, the patriots, of that day, insisted that the King of England did not own the land ... so it was not his to grant. After the Revolution, the land became the property of each [67] State's people, with the authority in the people to parcel out the land to claimants in a fair and equitable manner. If some land remained unoccupied, Jefferson said: that anyone occupying it had possession, the right of ownership, land title, was then to be held by way of ALLODIAL TITLE. That simply meant that there was "No Superior" to the land owner. He was the Superior, the Sovereign on his land.

To encourage railroad growth and provide transportation for over three million new settlers that had immigrated from the East into a wilderness devoid of roads, the government gave the first railroad land grant ... 2,595,000 acres of federal land, six alternate numbered sections (640 acres in a section) of unpreempted, land for every mile of track built, to be issued to fund the building of the Illinois Central, with a branch to Chicago. The contract said that it should be completed in six years and that seven percent of the company's gross should be paid to the state in perpetuity.

Also, Uncle Sam was permitted set his own charge for carrying troops, freight and mail, and eventually settled on fifty percent for the first two and eighty percent for the mail. The Illinois Central, then the longest line in the world, was completed three days before the deadline set in 1856.

One of the earliest laws for granting patents was passed by an Act of Congress an April 24, 1820. The law in 1820 prohibited the borrowing or use of credit for the purchase of government land. In the debates in Congress prior to the passage of this Act, Senator King of New York said "... it (the Act) is calculated to plant, in the new country, a population of independent, unembarrassed freeholders ... it will put the power in every man to purchase a [68] freehold, the price of which can be cleared in three years ... it will cut up speculation and monopoly ... it will prevent the accumulation of an alarming debt, which experience proves never could or would be paid." In 1862, the Homestead Act. in Section 4, provided that "no lands acquired under the provisions of this Act shall in any event become liable to the satisfaction of any debts contracted prior to the issuing of the land patent."

When taxation of real property began (and the people did not object) they voluntarily accepted the premiss that government was the Superiors and the land owner a mere serf in a feudal relationship to his master. And the whole process helped to contribute to an ever increasing control by Lawless Government. This Lawless Government has been preparing America for the time when the land will be confiscated to pay off the indebtedness to the Federal Reserve that has America on the verge of financial collapse.

According to conservative estimates, possibly half a million U.S. farmers will be driven from the land in the next several years. Jim Hightower put the goal of the previous administration at 10,000 super farms. No one knows what this administration might do. Mr. Hightower is the Texas Commissioner of Agriculture. A total of "10,000" farms for the nation has been the goal of public policy ever since the Committee for Economic Development wrote its Adaptive Program for Agriculture, but true to "People's Republic" type thinking, the matter has never been taken up with the American Public. [69]

Democrats and Republicans alike have allowed this policy to march

forward, annihilating not only the family farm, but the freedoms of all Americans.

So the mortgage foreclosures, in the words of the great thinkers, will deliver the landed resources of the United States into a few strong hands. Thomas Jefferson would have called it "landed aristocracy."

The founding fathers knew that free men could survive only as long as they owned property, because it was this ownership that accounted for broad spectrum distribution of income and preservation of the jury system. They also knew that manipulation of the money supply, via debt, would ultimately take from the people their substances, by concentrating the property into the hands of a few, which is now the curse of the majority of the world.

Thomas Jefferson wrote: "If the American people ever allow the banks to control issuance of their currency, first by inflation and then by deflation, the banks and corporations that grow up around them will deprive the people of all property until their children will wake up homeless on the continent their fathers occupied." [70]

"I OWN MY LAND?"

Taken from a letter/notice from the United States Department of the Interior, it stated: "the United States has paramount title in the land."

The legal definition of Paramount is as follows:

Paramount Title: "In the law of real property -- one which is superior to the title with which it is compared, it is used to denote a title which is better or stronger dm another ..... (Black's Law, 4 Ed. pg 1267)

Under the National Constitution, Article IV & 111, Clause 2, Congress was given power (by the people) to dispose of its territories and the land acquired for the people of the United States by purchase and by TREATY. The Administration (government) holds this land as TRUSTEE for the people!

After the Declaration of Independence and the "REVOLUTION', the land was to be held by everyone (landowners) in/by Allodial Tils, which simply means there is no superior or "overlord" to or over the landowner. [71]

Before we get into what Allodial Titles, and Land Patents are, let's go to the first U.S. Supreme Court case on land titles for a clearer and basic understanding as to what our forefathers established through their experience and sacrifice for their progeny.

The case is WALLACE v Harmstad, S Ct 492 (1863), and the opinion of@the Court was delivered, May 6th 1863, by Justice Woodward, and in part, he stated:

"I see no way of solving this question, except hy determining whether our Pennsylvania titles are allodial or feudal. It seems strange that so fundamental a question as this should be in doubt at this day, but it has never had, so far as I know, a direct judicial decision. In a valuable note by Judge Sharswood to the opening passage of Blackstone's Chapter on Modern English Tenures. (2 Sharswood's Black. 77), it is said, "that though there are some opinions that feudal tenures fell with the Revolution, yet all agree that they existed before, and the better opinion appears to be that they still exist. "In support of this statement, the feudal principals that have entered into our conveyancing are alluded to, and several cases are cited in which the consequences and qualities of feudal tenures have been recognized in our estates, although generally, in these very cases, it has been assumed that our property is allodial. I venture to suggest that much of the confusion of ideas that prevails on this subject has come from our retaining, since the American Revolution, the feudal nomenclature of estates and tenures, as fee, freehold, heirs, reoffment, and the like.

Our question, then, narrows itself down to this: is fealty an part of our land tenures? [72] What Pennsylvanian ever obtained his lands by "Openly and-humbly kneeling before his lord, being un-grit, uncovered, and holding up his hands together between those of the lord, who sat before him, and there professing that he did become his man from that day forth, for life

and limb, and earthly honor, and then receiving a kissfrom his lord? - This was the oath of fealty which was, according to Sir Marlin Wright, the essential feudal bond so necessary to the very notion of a feud. But then came the Revolution, which threw off the dominion of the mother country, and established the independent sovereignty of the state (the people), and on the 27th day of November 1779 (I Smith's Laws 480), an act was passed for vesting the estates of the late proprietaries of Pennsylvanian in the Commonwealth. Another act on the 9th of April 1781, (2 Smith 532), provide for opening the land office and granting lands to purchasers; and, says the 11th section, "all and every the land or lands-granted in pursuance of, this act shall be free and clear of all reservations and restrictions as to mines, royalties, quit-rents, or otherwise, so that the owners thereof respectively shall be entitled to hold the same in absolute and unconditional property, to all intents and purposes whatsoever, and to all and all manner of profits, privileges, and advantages belonging to or occurring from the same, and that clear and exonerated from any charge or encumbrance whatever, excepting the debts of said owner,... [73] The province was a fief held immediately from the Crown, and the Revolution would have operated very inefficiently towards complete emancipation, if the feudal relation had been suffered to remain. It was therefore necessary to extinguish all foreign interest in the soil, as well as foreign jurisdiction in the manner of government. We are then to regard the Revolution and these Acts of Assembly as emancipating every acre of the soil of Pennsylvania from the grand characteristic of the feudal system. Even as to the lands held by the proprietaries themselves, they held them as other citizens held, under the Commonwealth, and that by a title purely allodial. All our lands are held mediately or immediately of the state, by the titles purged of all the rubbish of the dark ages, excepting only the feudal names of things not any longer feudal. Under the Acts of assembty I have alluded to, the state became the proprietor of all lands, but instead of giving them like a feudal lord to an enslaved tenantry, she has sold them for the best price she could get, and conferred on the purchaser the same absolute estate she held herself,... and these have been reserved, as everything else has been granted, by CONTRACT."

To get a better understanding of this issue, we must take a look at

certain definition, from Black's Law, as follows:

"ALLODIAL. Free; not holden of any lord or superior, owned without obligation of vassalage of fealty; the ol2l2osite of feudal, " [74]

"ALLODIUM. Land held absolutely in one's own right, and not of any lord of superior; Land not subject to feudal duties or burdens. (Emphasis added

Take note that AIIodiaI is the opposite of Feudal.

"FEUDAL. Pertaining to feuds, fees; relating to or growing out of the feudal system or feudal law; having the quality of a feud, as distinguished from 'allodial' (Emphasis added)

"FEUD. An estate in the land held of a superior on condition of rendering him services. An inheritable right to the use and occupation of lands, held on condition of rendering services to the lord or proprietor, who himself retains the property in the lands. In this sense the word is the same

as "feod", "feodum", "feudom", "fief", or "FEE".

To simplify, one can have two different and opposite titles of land, one of 'Feudal, nature - owing a fee or duty to another who actually retains or own the land or the other being 'Allodial', Where the land is held absolutely in one's own right, not subject to another, a fee or a duty!

So the..term OWNERSHIP" may take on a totally different meaning,

dependent upon the type of title one has in the land. 'OWNERSHIP-' is a key principle as it pertains to the rights to acquire and use property as well as rights in the land as well. Ownership is defined as follows: [75]

"OWNERSHIP: The complete dominion, title, or proprietary right in a thing or claim. The entirety of the powers of use and disposal by law. The exclusive right of possession, enjoyment, and disposal. Ownership of property is absolute or qualified. The ownership of property is absolute when a single person has absolute dominion over the property. The ownership is qualified when ... use, of the property is restricted." (Emphasis added)

The Act of Congress of April 24, 1820 was one of the earliest statutes passed for granted land Patents, along with the Homestead Act, Sec. 4 in 1862 and as stated earlier, the disposal of its territories and land acquired for the people is by purchase and by TREATY (Contract of and by the

People) to wit:

1) Northwest Ordinance (1787)

2) Treaty of Peace, 8 STAT.80 (1783)

3) Treaty of Ghent, 8 STAT.218 (1818)

4) Oregon Treaty, 9 STAT.869 (June 15, 1846)

5) Treaty of Guadalupe Hidalgo, 9 STAT.922 (1848)

6) Treaty of Cession, 8 STAT.200 (1863)

The Treaty (Contract) Law cannot be interfered with, as the Supreme Court has held that 'Treaties' are the 'supreme law of the land'. See also Article 6, Sec.2 of the U.S. Constitution. The Treaty is declared the will of the People of the United States and shall be superior to the Constitution and the laws of if any individual State. [76]

It was through the 'experiences' of our Founding Fathers, coming from a Feudal system, that they desired that in the new country, the United States, that all men would own their land, in its entirety, absolutely, with full dominion, and subject to the claims of no man or government! This was done through grant or purchase.

Black's Law, 4th Ed. pg. 829, defines Grant as a conveyance(?), same reference, pg. 402 under general, to wit:

Absolute or Conditional Conveyance. An Absolute conveyance is one by which the right or property in a Thing is transferred, by which it might be defeated or changed; as an ordinary deed of lands, in contradistinction to a mortgage which is a conditional conveyance.

Now under the' term 'Grant' it shows 'Private Land Grant' as: A grant by a public authority vesting title to public land in a private (natural) person.

Public Grant: A grant from the public; a grant of a power, license, privilege, or property, from the state or government to one or more individuals, contained in or shown by a record, conveyance, Patent, charter, etc.

Before we go on to Patents, and with a little understanding of 'Grants', we will take a little time to touch up on the 'Purchase' of land as it affects title. Two points are raised or established, the first, from a court case, called STANEK v WHITE, 215 NWR 781 (1927), states: [77]

"There is a distinction between a debt discharged and one paid. When discharged the debt still exists, though divested of its character as a legal obligation during the operation of the discharge."

How does this affect your land purchase'? Very simple. When Congress, in 1933, suspended the gold standard (Art. 1, Sec. I 0) which denied you the right to PAY YOUR DEBTS AT LAW (which extinguishes the debt), to a system where you can only discharge your debts, but the debt still exists. This may be where your duty or fee comes from in the form of your property tax. But there may also be a distinction in the form or type of payment that you made in and for the land. The courts have ruled that the Federal Reserve Bank/System is not an agency of the U.S.

Government, but rather a Private Corporation!

Therefore, when you participate in the Federal Banking System, you are participating in a private money system, which is a privilege, and therefore a duty and fee is extracted, in the form of a tax, but since Federal Reserve Notes are not Lawful Money (no substance backing it!) you cannot pay your debts at law, they are only pieces of paper of which a debt attaches!

To prove this, we go to the second point, the definition of Title, as found in Bouvier"s Dictionary of Law:

"The means whereby the owner ... hath just possession of his property.

3. Title to personal property may accrue in three different ways; by original acquisition, by transfer by act of law, by [78] transfer by act of the parties. 5. THE LAWFUL COIN OF THE UNITED STATES WILL PASS THE PROPERTY ALONG WITH THE POSSESSION.' (Emphasis added)

The Lawful coin of the United States was Gold and Silver which is 'substance'. In olden days, one got gold from the land and one could buy land with gold. But back then, the conveyance of land through purchase was honored (in the law) and full and absolute possession and ownership was transferred!

So what we have covered so far, you can see that perhaps you don't own your land. Merely compare your so-called title or deed to the points of law as brought forth herein. See also the attached 'Exhibits' for your comparison. In mid-stream, we ask you the question, "Is property tax evidence of ownership?" We'll let you also answer that question.

Now on to Land Patents- Because all Federal Land Patents flow from Treaties that fall under the "Supremacy Clause," no State, private banking corporation or other federal agency can question the superionty of title to land owners who have perfected their land by Federal Land Patent. Public lands, as found in 42 American Jurisprudence, Sec. 781 thru 873, shows that a Patent of land is to be the title to land and anything else is FRAUD. Transfer of a Patent is by release of Patent Interest Right and not by some form of 'USURY INSTRUMENT' of Trust or Warranty. (See also 40 AM JUR, 577 thru 688) [79]

A Land Patent issued by the United States is legal and conclusive evidence of title to the land conveyed. (Opinion of U.S. Attorney General - Sept. 1869). A Land Patent is the highest evidence of title. Since Land Patents cannot be collaterally attacked as to their "Validity" or "Authenticity" as the highest evidence of title; Federal Land Patents were given free and clear 'ALLODIAL Title' with no encumbrances, then and now. Can you say the same about your land title'?

The Patent alone passes land from the United States to the grantee and nothing passes a perfect title to land but a (WILCOX v JACKSON, 43 Peter (U.S.) 498, 10 L Ed. 264) ".... with no fee or duty (TAX)!!!

Since a Land Patent is not a conveyance of title by someone assigning their equity interest over to you, but a Land Patent is a TITLE AT LAW, which establishes an ALLODIAL FREEHOLD that is judgement proof and even immune from tax liens! Again, can you say the same thing about your land title'? [80]

"THE PROPERTY TAX --- SCHOOL FUNDING ISSUE"

"OWNERSHIP VS FRAUD IS IT A MASTER-SLAVE RELATIONSHIP

Well there's a lot of emotions flowing out and about, around this here Property Tax --- School Funding Issue! Within the State of Oregon, there was more than a lot of talk about a sales tax, which would accordingly lower property taxes. Following that, the people voted in the Lottery. With the promise that funds would or could go to lower property taxes. Time will tell on that one, just don't hold your breath! Most Oregonians don't want that sales tax! (Nor does any other person in this country, unless they are a politician.) And if school funding issues are brought into any discussion, in relation to or based on property taxes, watch out, 'fur can fly'! I

Many people, with good intentions, support the schools, to a point, irrespective of the poor quality (the results) and the underlying goals of such controlled education. It seems that every year, along with teacher

strikes, the property tax issue arises, with all the pros and cons. Seems to just get worse than better! And haven't you noticed, that all the politicians ever do, at any level, is to raise taxes ... then again, maybe you haven't noticed!

But then it's a 'Catch 22 Situation'. To support the schools, financially, property taxes must go up! Vote property taxes down, and the schools must suffer! It's really a no win situation.

Maybe the solution lies within QUESTIONS, or to put it another way, YOU may have to go back to the beginning and find or discover the ANSWERS! [81]

In order to get the right answer(s), one must ask the right questions, like: Are property taxes necessary'? Are property taxes lawful?

But the most important question is: "is property tax indicia (evidence) of true ownership"?

Well now, let's, do some investigating! What does 'ownership' really mean? "The colete dominion, title, or proprietary right in a thing or claim. The entirety of the powers of use and disposal by law. The exclusive right of Possession, enjoyment, and disposal. Ownership of property is absolute or Qualified. Ownership of property is Absolute when a single person has absolute dominion over it. The ownership is qualified when ... use is restricted".! (Black's Law Dictionwy, 5th Ed., pg.979) (Emphasis Added)

So what does this tells us? Ownership in land is: "THE COMPLETE DOMINION, TITLE, EXCLUSIVE RIGHT OF POSSESSION, ENJOYMENT, RIGHT TO CONTROL WITH ABSOLUTE DOMINION OVER IT!!

That statement seems fo be meaningless in view of the compelling of PERMITS, and of course PROPERTY TAXES! Kind of like there's somebody watching over you, controlling or dictating what you can or cannot do on your land, and then demanding "TAXES" as well. [82]

It would then appear that most people who have bought (paid of off) their land (with or without a home on it) do not have absolute control,

dominion, use, or even full enjoyment of it, when the individual and land is RESTRICTED by local permits and property taxes!

Then it also follows that, if there are such restrictions on your land, that you do not have 'absolute title'. Maybe then ... your not really an owner, in the true sense of the word. I guess you would be called a quasiowner. They kind of define that as 'something like" an owner! Maybe there is a 'SUPERIOR' above you, controlling the use of the land and compelling a duty of fee for the 'interest' or 'use' of the land ... called property taxes! In the old days, way back in time, it was called "FEUDALISM", which is defined in part as:

"The system was based upon a servile relationship between a "vassal" and "lord". The vassal paid homage and service to the lord and the lord provided land and protection." (Black's Law Dictionary, 5th Ed., pg. 559).

Well now, not too bad, but let's take a look at "FEUDUM", defined as: "A feud, fief, or fee (tax). A right of using and enjoying forever the lands of another, which the lord (superior) grants on condition that the tenant shall render @ (duty or tax) military duty, and other services. It is not properly the land, but a n@ in the land." (Black's Law Dictionary, 5th Ed.,'pg. 560) (Emphasis added) [83] So what you may be involved in, as a so called 'property owner', is a form of feudalism, which is basically in modem terms:

"A system based upon a servant relationship between the servant and a superior (State, Banking Co., Corporation, or other). The servant for the payment of a property tax (fee) has a right to use the land on conditions! "

For today,, those conditions are the property tax, land use laws and permits. It should be noted however that if the servant falls to pay the property taxes or violates any of the conditions, the servant will be removed off the land and another servant will be allowed to use the land ... on the same conditions! One must remember, however, the state will use any means to remove a servant/slave who fails to pay the taxes, even to the point of using a SWAT TEAM!

The right to use the land does not grant absolute title. The servant is without and is denied the true title, and is involved in what is called simply a 'feudal system'. Please bear with me, my leading is not in vain!

Let us now look at and define the word "FEUDAL", it is: "Pertaining to feuds or fees; relating to or growing out of the feudal system or feudal law; having the quality of a feud, as distini!uished from 'Allodial". (Black's Law Dictionary, 5th Ed., pg.559) (Emphasis added) [84]

Well now, that's dam right interesting. This thing called "ALLODIAL", which is distinguished (opposite) from the "Feudal System" of the use of land without true ownership - for a fee! Well, we're going to take a good look at this 'Allodial' thing.

But now those people who are in the know, or supposed to be, from REAL ESTATE AGENTS, STATE OFFICIALS, to POLITICIANS, obviously are not directed to this information, or most likely this information has been suppressed or even denied, not only from them ... but from you too, the so-called property owner!!! Could it be that those we elect(?) or the powers that are in the 'mushroom business', keeping everyone in the dark and feeding them 'bull'?

Well hang on, we're getting warm. I now direct you to the definition of Allodial, it is: "Free; not holden of any lord or superior; owned without ablization of vassalage of fealty; the opposite of feudal." (Black's Law Dictionary, 5th Ed., pg.70)(Emphasis added)

Can you believe, a title of land where you are not beholden' to anybody', owned without any 'obligation', of any duty or fee... a property tax'? Amazing but true!

Strictly speaking, in regards to land, we go to yet another definition, and that is of land being held in ALLODIUM, as- [85] "Land held absolutely in one's own right, and not of any lord or superior; land not subject to feudal duties or burdens. An estate held by absolute ownership, with out recognizing any superior to whom any duty is due on account there of". (Black's Law Dictionary, 5th Ed., pg. 70)

Therefore, if any title on land would be wanted or sought after, as a treasure, it would certainly be an 'Allodial Title' would it not'?

Imagine a 'Title', on your land, where you are not subject to duties, fees, or taxes! Land held in absolute ownership with no superior above you! That

means (what should have happened) when you paid off the debt on your land, the State, the Bank, or the party holding the contract until full payment, should of then transferred the proper true title, an Allodial Title. You would then own your land free and clear, fee simple. absolute! It could then be said, that you held your land in "PARAMOUNT", as in holding paramount title. Paramount being defined as:

"In the law of real property, one which is superior to the title with which it is compared, in the

sense that the former is the source of the later. It is, however, frequently used to denote a title

which is simply better or stronger than another, or will prevail over it." (Black's Law Dictionary,

5th Ed., pg. 1001) [86]

So now the question is, does the title you hold, or will receive, give you full absolute ownership, free and clear, fee simple, not subject to any duty or tax .... do you hold your land in Allodium with a paramount title'???

In the old days, it is my understanding, that land held under these titles could not be licenced, seized, or taxed! Of course this applied to the land as well, because of the "STATUS" of not only the land, but the "owners" as well. The land was owned, and nobody else had any control, what so ever! The land represented the wealth of the family, it was the family! Irrespective of hardships, family members could always go back to the land, the family farm, to survive and rebuild any monetary loss and self esteem!

But no so today! With the many restrictions placed upon the land, and of course, with the State owning the land (State holds true titles) the people cannot use the land for their needs, purposes, or desires.

Many people have been forced onto the welfare system as a result of

this modern day 'Feudal System'. The land is simply ... not yours!

But now the question is this; "Why do you, the so called property owner, do not have and hold an "Allodial/Paramount Title" to the land (And Home) that you THINK you own? [87]

Why are you, the individual(s), the true substance and strength of this country, denied the proper lawful title to your land? Why are you denied the full enjoyment, from the use and ownership of your land'? Is the quest for control and power, by those in authority over you, worth the violation of your "Life", "Liberty", and "Pursuit of Happiness"? Why are you led to believe that you own the land? Why are you called a landowner, when you are compelled to duties, fees, and taxes'? When you bought your property, did you understand and agree to having a 'superior' above you, controlling the use of your land? Why has the State denied you true title to your property?

Is it because the need and greed for power and control over the masses that necessitates the fraud and scams to keep the State coffers full and the sheep in line, thinking and believing that they own their land, thereby making it a little easier to fleece! State Dictatorial control, under the guise of permits, property taxes, and school funding, in relation to the ownership of land" necessitates..."the end justifies the means!"

This "Citizen", having an interest in the basic land/title issue, and fully understanding the principles involved, the truth that "we are merely serfs upon the land," that no one really owns their land, and having no need to participate in "their" deceitful fraud ... has turned his energy toward other interests.

One such interest was 'prospecting' and its related area of information. That of course led to collecting and reading books and information about mining claims and U.S. regulations on [88] mining claims from the Bureau of Land Management (BLM). One of the letter documents that I had received was quite a surprise, since I had skimmed over it some time back.

The letter was from the "United States Department of the Interior", "Bureau of Land Management", titled "Notice to Mining Claimant", 2nd. paragraph, and in part said:

"Since a mining claimant has merely a possessory interest in the location, the United States has PARAMOUNT TITLE in the land..." (Emphasis added)

*this statement could apply to so-called Property owners!

NOW THE QUESTION IS! "By what authority does the U.S. Government and your State Government hold land in paramount title (untaxable, unalienable, and unseizable) and yet denies the very people of this country the RIGHT to hold their land in same status ... in Allodium?"

Is this not a government of the people, by the people, and for the people? Who's fooling who? Who's controlling who? Those are questions you need to get answered. Its' been said many times, but here, it is more than applicable - and that is:

"All had better WAKE UP! For Gods' sake, WAKE UP!!!" [89]

Consider and understand that, your government(?) is involved in a 'belief system scam'. That is, if they can get the people to believe in certain things, then the Government can not only control the people, but also get the people to pay for their own servitude!

HERE ARE SOME EXAMPLES:

1. Socialistic Income Tax
2. Socialistic Social Security
3. The Welfare System
4. Government Schools
5. State Ownership of your Vehicles
6. Zoning

Get the people to 'believe' that 'they' own their own land and they will pay the taxes on it, most of them, with a smile on their face! Get the people to 'believe' they need to pay a property tax to support the schools (free education) and the Government can add another link in the chain ... in the enslavement of the people in this "Land of the Free!".

One might ask now, "How do the schools get funding"? Well, that's simple. Since the monetary system of this country is run by a "Private Corporation" circulating 'Bills', 'Notes" and 'Checks' (credit) without substance and in violation of U. S. and every State Constitutions (U. S. Art. I Sec. I 0) (Look up your own States' Constitution Article and Section). Since most taxing schemes are based upon fraud and theft, demand your public servants to retum the power [90] and authority to regulate the money system back to the U.S. Treasury, and then demand the Treasury to turn on the printing presses. I mean it's not really money, there's no substance, it's just paper! It's one of those 'belief scams', you believe its money, that it has value, and your 'confidence' thus makes it so! But it's just paper with nothing of value for support! Since your Government can and should operate honestly, they can just send the 'cash' directly to the schools!

Of course, the other alternative is to shut all the schools down and tum over the education to `private enterprise' and 'home schools'!

But remember, the issue here is "That you don't own your land!" And that's why you are compelled to pay property taxes ... to support the schools. Now I realize that every point cannot be raised here, either in

support or otherwise, but you must start with the basics.

"Get your land back, under a lawful, paramount, Allodial Title whereby you own it free and clear, fee-simple, ABSOLUTELY, owing nothing to nobody!" To do this, there's a price to be paid, and it is; Tum off the boob tube, put the beer down, read the Constitution, study the points raised herein, write some demanding, letters to your public servants, get together in your local and MAKE it happen.

"Yes, we may not know what the future lies, but MAYBE IT'S TIME FOR EXODUS!!!" [91]

This same point and principle applies to your automobile, you think you own it, but the State compels you to 'Drivers License, Registration, and Insurance, because the State holds the true title to your car, you merely carry a 'Certificate of Title', certifying that a true title exists. You do not have paramount title to your car, which is your property('?)(possession 9/10 of the law). [92]

PROPERTY OWNERSHIP

When you buy property, you must know the difference between Allodium and Feudal, and the various kinds of Titles.

When you own property, Allodial, no one can claim any control over your property but you. When you own property Feudally, you do not really own it, but are only renting it, and the owner has control of the use of the property. Feudal ownership is a deception, because you have, in actuality, contracted for a third party to own the property. Therefore. you must abide by the provisions of the contract, and pay the third party a rent for the use of the property. If you do not pay that rent or tax, you will be removed from it and it will be "sold" to someone who will pay. Property is "sold" on the courthouse steps every day of the year, except weekends. You ask "Why on the courthouse steps and not in the courthouse'?". This is because the property is "sold" under color of law, and not according to the Common Law.

In order to own the property Allodial, you must make a Bill of Conveyance to contract with the seller of the property, get the property surveyed, do a Title search, and file those documents with the Recorder in the Judicial Circuit or District in which the property is located. If you do not file for "homestead exemption or make any other contracts with the County or State, then you cannot be assessed any tax or be forced to obtain permits to improve upon your property. This means that the property is yours and no one else's, and that you are the only one in control of your property. I feel that every property owner should have a copy of "Blacks Law Dictionary". [93]

When you buy, make sure that the seller includes "ALL RIGHTS to the property in the Bill of Conveyance including mineral rights.

When you buy a car, you must also know the difference. I will give you an example.

When you buy a car from a dealer, the MANUFACTURER CERTIFICATE OF ORIGIN is sent to the State (Department of Motor Vehicles). The Manufacturers Certificate of Origin IS THE TITLE!!! The State records the Title on microfilm and ISSUES a Certificate of Title, which does nothing but certify that there is a Title. THE STATE HAS THE TITLE!!! If you read the small print at the bottom of the certificate, you will find that you only have "VESTED INTEREST" in the conveyance, and not ownership of it. YOU HAVE JUST CONTRACTED FOR THE STATE TO OWN YOUR CAR!!!. When you do this, you must comply with the provisions of that contract and register the car every year, so the State knows where the car is, obtain a drivers license, and purchase insurance.

You must also obey the statutes of the Corporate State and all the regulations that go along with them, so the Corporate State can keep their large greedy, deep into your pockets.

You must also know the difference between paying and discharging a debt. When you pay a debt, you must pay with value or substance. (see Art. 1, Sect. 8, Cl. 5 and Art. I Sect. 10, Constitution for the United States of America). You pay a debt with Gold and/or Silver coin, but you can only discharge a debt with "Federal Reserve Notes". Gold and Silver coins are value, [94] if coined by Congress at the U.S. Mint. (Art. 1, Sect. 8, Cl. 5),

and only Gold and Silver coin can be used to pay debts. (Art. 1, Sect. I 0). When you use Gold and Silver coin to pay a debt, it is paid in full. A Federal Reserve Note cannot pay a debt, because it is only BANK CREDIT, or a debt in itself. How can you pay a debt with a debt? You cannot! You can only discharge the debt with Federal Reserve Notes. The debt still exists and is not paid.

Article 1, Section 8, Cl. 17, of the Constitution for the united States of America, establishes the District of Columbia as a DIFFERENT and SEPARATE NATION from the Republic of the united States of America. The Congress has the EXCLUSIVE RULE OVER THE Citizens of the District of Columbia, it's territories, Insular possessions and Federal enclaves. Those people have no RIGHTS, WHATSOEVER, other than what Congress gives them. The Social Security Number is the Main Contract with this Foreign government that creates this status of slavery.

The way to own property in a Freehold status is to rescind ALL CONTRACTS with the Foreign Corporate Federal Government and the Corporate Regional State, county and municipality.

These contracts include:

1. Birth Certificate
2. All licenses (including Marriage)
3. All permits
4. Social Security numbers [95]
5. Bank accounts (except barter banks)
6. Any contract that requires a Social Security Number
7. Any incorporation, entitlement, or privilege from any level of government.

This you must do by Affidavit. This is your declaration that you are a Free American, and not a United States Citizen (Citizen of the District of Columbia). You MUST, after you type them, get them notarized and have three of your peers witness yours, and the notaries signatures. The only reason for the notary, is to make the document cognizant in a foreign venue.

Send a copy of the affidavit to the pertinent agency, along with the original True copy and certification and service. Keep two copies for yourself, and file the original Affidavit with a copy of the true copy certification and service with the Recorder of the Judicial Circuit or District in your area. You can do this in person (in the Common Law) or by return receipt mail. One copy goes with you, in your car, and the other remains in your files.

With every Affidavit that you send to an agency, the number or identification card must be surrendered. In the case of the Social Security Administration, if you have a card, it must be surrendered and accompany the affidavit. In the case of the Department of Motor Vehicles, the Number Plate, Registration, Certificate of Title, and Driver's License must be enclosed with the Affidavit, etc.. The only exception to this would be if you do drive for hire, i.e., Taxi, Bus, or Truck driver.

Make a copy of your Positive Identification in the size of an ID card with your right thumb print overlapping the bottom of the photo, laminate it, and carry it as your photo ID.

Always work on a contract basis and NEVER sign anything "under the penalties of perjury," or use any Social Security number. You are then, a Free American and NOT a U.S. Citizen.

NOTE ADDED BY DCS STAFF:

When making up your photo ID, you MUST, absolutely MUST, place a disclaimer on the ID such as: "Not a government issued identification."

The disclaimer must appear on both the front and rear of the identification card.

This step is necessary due to the fact that Congress has passed a law stating that it is Fraud for anyone to carry an non-governmental identification card without the disclaimer.

PROPERTY OWNERSHIP

When you "buy" property today, you do not buy the property, you buy a lease from the County? Think about it for a minute. If the county can tax the property, require a permit to improve it, take it away from you if you do not pay the tax, who owns it? (see Black's Law Dictionary, definitions, included.)

If you PAY for it in Gold Coin, and on a Bill of Conveyance, do your Title search, and survey, file those three documents with the clerk of Circuit Court and the county recorders office, then you own allodial property and the county cannot tax it, make you get any permits, take it from you, or

even zone it, because the county does not own it anymore. Make sure that you retain ALL rights to the property on the Bill of Conveyance.

The same goes for your car. Lets say that you buy a car from a dealer, and that you discharge the price of the car with Federal Reserve debt (FRAUDS). The Manufacturers certificate of origin (Title) goes from the dealer to the State (regional) Department of Motor Vehicles. When you sign all those papers at the dealership, you are contracting for the Regional State to own your car! When you do this, you must abide by the provisions of the contract and register it every year, so the owner knows where it is, buy insurance (a paeans scheme) and get a drivers license.

The drivers license was only designed to regulate "Driving for Hire" and not to regulate the right to travel.

A license is "privilege, or permission to do what is otherwise unlawful".

The Right to travel cannot be regulated or taxed. (Art. 9 of the Bill of Rights).

As for payment, you cannot pay a debt with a check or Federal Reserve Notes (FRAUDS).

They only, discharge the debt and the debt still exists. To PAY a debt, you must barter, or pay in Gold or Silver Coin, which cancels the debt. The Federal Reserve Note is debt and you cannot pay a debt with a debt! (see Art. 1, Sec. 8, Cl. 5 and Sec. 10, Constitution for the United States of

America)

To own your own car you must buy it on a Bill of Conveyance, and obtain the manufacturers Certificate of Origin. THE DISTRICT OF COLUMBIA AND IT'S REGIONAL STATE WANTS TO BE YOUR GOD, BUT YOU CANNOT BE A U.S. CITIZEN (under the U.S. Code and statutes passed by Congress and the regional State legislators) and an American (under the Constitution and Gods Laws) at the same time. You cannot serve two masters. YOU HAVE THE CHOICE, MAKE IT! [98]

WALLACE VS HARMSTAD

Ground-rent Deed invalid for fraudulent Altemation in hands of Flurchaser for Value without Notice. Effect of Altemation on the parties and those claiming them. Ground-rents are Rents - Service. Statute of quia emptores not in force in Pennsylvania. Titles to Land in Pennsylvania are allodial.

1. Where a landlord after a sale of lots reserving groundments, and delivery of the deeds, obtained possession of them, and having fraudulently altered the causes reserving the rents, sold them: the purchaser, though bona fide and without notice of the fraud, cannot recover, either by action at law or by distress.

2. A vested estate will survive the loss of the instrument by which it is

created, for the deed may be proved by secondary evidence or presumed from prescription; but if destroyed by the fraudulent act of the party claiming under it, it cannot be then proved or supplied by any presumption in his behalf.

3. Ground-rents are rents-service of which distress is a necessary incident: but a grantor who has not reserved his rent by a valid deed cannot enforce it, because the statute of which would have convert*ed the rentservice into a rent-charge, is not in force here, and it cannot exist independently of the deed, because Pennsylvania titles are allodial and not feudal. [99]

ERROR to the District of Philadelphia.

This was an action of replevin, by Edwin Harmstad against Mrs. Alice Wallace, who avowed for rent in arrear as reserved in one of the four ground-rent deeds, the validity of which was passed upon by this court in the cases of Arrison v Harmstad, 2 Barr 191, and Wallace v Harmstad, 3 Harris 462.

The material facts connected with these cases will be found in the reports of these cases, and are in substance as follows:

In the fall of 1838 Matthew Arrison agreed to sell to four brothers Harmstad, four adjoining lots of ground, reserving out of each lot a yearly rent of $60, payable half-yearly on January 1st and July 1st, in every year; the first half-yearly payment was to fall due on the 1st of July 1839. Under the deeds executed in accordance with this agreement, each of the Harmstads entered upon his lot and built a house thereon. The deeds were executed in duplicate, each deed was signed by both parties; a part of the bargain was that the grantees might extinguish their ground-rents at par whenever they pleased. When the deeds came to be executed, one of the four brothers discovered an 'open space, or unfilled blank, in all eight of the deeds; and in answer to his inquiry, was told by the alderman, that it meant that there was to be no limit of time within which the rents should be

extinguished. This being in accordance with their understanding, the deeds were executed and delivered - the Harmstads took away their four deeds, while Arrison took away the four counterparts. [100]

Some time afterwards an agent of Arrison procured from the Harmstads their four deeds, for the alleged purpose of getting them recorded, and while they were with Arrison, or another party beneficially interested in the ground-rents, the same, together with the four counterparts, were, either by Arrison or by some one under him, altered, by the filling up of the blank in each of them with the words "within ten years front the date there of." In the mean time the first half-year's ground-rent falling due July 1st 1839, was paid by the Harmstads without any knowledge of the alteration. When they paid it they asked for their deeds, and found they have not been recorded. Another agent of the grantor, or of his cestui que use, then carried the deeds to the recorder's office, left them there, and gave the Harmstads the recorder's receipts therefor; and it was not until some weeks afterwards, when the deeds came back, that they discovered the alteration. Since that time they refused to pay any more ground-rent.

The case of Arrison v Harmstad, 2 Barr 191, and Wallace v Harmstad, 3 Harris 462, having settled that an action of debt on such ground-rent deed, or on the original contract prior to the deed, but supposed to be executed by possession, or for use and occupation, or of covenant on the ground-rent deed, will not lie--that all the covenants in the deed are gone, and that the estate in the land is vested in the grantee, freed and discharged therefrom--that the spoliator may lose, but could not gain from his wrongful act, and that any innocent purchaser of the rent is in no better condition, having bought from the spoliator nothing at all, and that there is no similitude between these cases and the case of negotiable paper in third hands, the owner of this deed, Mrs. Wallace, resorted to a distress for rent, on which distress this action of replevin was founded, as above

stated. [101]

Under the ruling of the court below there was a verdict and judgement for plaintiff; whereupon the defendant sued out this writ, assigning the judgement of the court below for error.

E.S. Miller, for plaintiff in error.

J.A. Phillips, for defendant in error.

The opinion of the court was delivered, May 6th 1863, by Woodward, J.- It is not to be doubted that the cases of Arrison v Harmstad, 2 Barr 191, and Wallace v Harmstad, 3 Barr 462, do decide that by reason of the fraudulent alteration of the deeds, reserving the ground-rent in question, neither an action of debt or covenant would lie on any one of the deeds for recovery of the rent, nor is it recoverable in an action on the verbal contract under which possession was obtained, nor in any action for use and occupation of the premises. Setting aside all the obiter dieta of those cases, they clearly established these several conclusions, grounding them all on the policy of the law which altogether forbids parties from tampering with written instruments or deeds, and which, in its application to the deed in question here, avoids the covenant reserving rent in favor of the fraudulent grantor, but preserves the fee simple to the innocent grantee, discharged from the covenants in the deed. When it was said in the argument of the first of the above cases that equity would reform the instrument in favor of a purchaser, Chief Justice Gibson replied, "Show a case; the deed is dead, and equity cannot put life into it."

The stern ruling in those cases was applied without hesitation to a bonafide purchaser of the ground-rent without notice of the fraud, so that, as far [102] as concerns Arrison, and all persons claiming under him, the part of the deed which was intended to enure to his benefit, may indeed be said to be dead. It was not merely a voidable instrument, it was void. It was called a forgery, and treated as such, and neither law nor equity would tolerate it even in the hands of an innocent purchaser.

The question presented now is whether a ground-rent so emphatically condemned, and denied all remedy, both at law and equity, can be enforced by distress. Mrs. Wallace having executed a distress, was sued in this action of replevin, when she avowed for rent in arrear, as reserved by one of the four deeds which were the subjects of animadversion in the above cited cases. Her learned counsel does not impugn those cases, but he seeks to parry the authority of them by a distinction so nice as to be

highly creditable to his acumen, even if it be not well founded in law. Let me try to state it distinctly.

He says that a ground-rent reserved in a deed by a grantor is an estate which vests in him the instant the fee simple in the land vests in the grantee that estate is a rent-service; that it continues to exist, though the instrument reserving it be destroyed- and that a right of distress is one of the necessary legal incidents of the estate. Then he argues that the plaintiffs distress was not by virtue of the deed, but was founded on the intrinsic and essential qualities of the estate in the grantor, and that the reference to the deed in the avowry was only for the purpose of defining the estate and the amount of the rent. [103]

I think the defect of the argument will be found to consist in the third proposition. Not that it is untrue as a general position that a vested estate will survive the instrument of its creation, but that the position is too broadly stated when it is made to include an incorporeal hereditament which lies in grant, and can only exist by virtue of a deed, devise, or record, or by prescription, which is rather to be considered as an evidence of a former acquisition, than as an acquisition de nora: 2 Black 266.

That ground-rent is a rent-service was demonstrated in Ingersoll v Sergeant, 1 Wh. 337, a case which has been so often recognized and followed as to have become a rule of property. Rent-service was the only kind of rent originally known to the common law; a right of distress was inseparably incident to it so long as it was payable to the lord who was entitled to the fealty; and it was called a rent-service because it was given as a compensation for the military or other services for which the land was originally liable. When a rent was granted out of lands by deed, the grantee had no power to distrain for it, because there was no fealty annexed to such grant. To remedy this inconvenience an express power of distress was inserted in grants of this kind, and it was thence called a rent charge, because the lands were charged with a distress. Rent-seek, or barren rent, is in effect nothing more than a rent for the recovery of which no power of distress is given, either by rules of the common law or the argument of the parties: 1 Co. Lit. (Thomas' ed.) star p.443, in note, and 2 Black. (Sharswood's) 42, and note. Blackstone ranks all of these rents as incorporeal hereditament, and Coke, commenting on Littleton's distinction

between feoffment and grants, says, here is implied a division of fees into corporeal, as lands and tenements which lie in livery, comprehended in this word feoffment, and may pass by livery with [104] or without deed, and incorporeal, which lie in grant, and cannot pass by livery but by deed, as advowson, commons, etc: 2 Coke Lit. (Thomas' ed), star page 333. Rent belongs to this category, and is implied by Lord Coke's "etc.," and is indeed the most perfect illustration of an incorporeal hereditament, for it issues directly out of the thing corporate, without being any part of it.

But suppose the deed by which an incorporeal hereditament was granted be lost or destroyed, must the grantee lose his estate? Lord Chief Justice Eyre answers this question in Bolton v The Bishop of Carlisle, 2 H. Black. 263, where he says, "In pleading a grant the allegation is that the party at such time did grant, but if by accident the deed be lost, there are authorities enough to show-that other proof may be admitted; the question in that case is whether the parties did grant? To prove this, the best evidence must be produced, which is the deed, but if that be destroyed, other evidence may be received to show that the thing was once granted. " So in Reed v Brookman, 3T. R. 151, where a lost release of an annuity was pleaded without profert, the King's Bench sustained the plea and overruled the demurrer to it.

These cases, and others cited in the argument to the same effect, assert nothing more than a rule of evidence in very familiar practice with us, that secondary evidence will be received where the party shows it is out of his power, without any fault of his, to produce the primary, but they establish no exception to the general rule that incorporeal estates must be evidence by a grant. If the best evidence of the grant cannot be had, the next best will be received; but the result of the evidence must be to establish the grant. Even when an easement is to be suswned by [105] prescription, or a right of way by necessity, a grant is presumed from long enjoyment, of the easement, or from the necessity for the right of way, and thus again the result of the evidence is to establish the grant. So true is the maxim that incorporeal hereditament lie only in grant.

But what is to be said to a party who is unable to produce the original grant because he has himself fraudulently altered it? Shall he or his alienee be permitted to go into secondary evidence? When the law has refused

him all its forms of action on such a mutilated instrument, will it allow him to take redress into his own hands and levy a distress for himself? This would be to reverse the maxim, in idium spoliatofis, omniapraesumuntur. In accordance with the maxim, we ought rather to presume that he never had a grant, and therefore no estate which carried with it the incidental fight of distress.

It is apparent that this view of the case places the plaintiff in error upon the Arisen deed just as much as she stood upon it in her former action of covenant, and it has been suggested, not in forgetfulness that it is not the position chosen for her by her consul, but by way of showing that his main proposition was too broadly stated for the case in hand, and that, holding only an incorporeal hereditament, he cannot get her case away from the deed. It seems to me that her fight of distress must be judged by the deed, and that the deed is no more available for this purpose than it was for the actions of debt and covenant.

But now let the case be looked at from another stand-point. By the common law, before the statute of quia emptores (18 Edw. l,c. 1,A.D. 1290), according to the text of Littleton, "if a man [106] made a feoffment in fee simple, by deed or without deed, yielding to him and his heirs a certain rent, this was a rentservice, and for this he might distrain of common right; and if there were no reservation of any rent, nor of any service, yet the feoffee held of the feoffor by the same service as the feoffor did hold over of his lord next paramount." Upon which latter clause beginning with the words "and if there were no reservation," Lord Cokes's comment is, "This is evident, and agreeth with our books that in this case the law created the tenure," and on the words "by deed or without deed," he observes, "for all rent-services may be reserved without deed; and at the common law, if a man made a feoffment in fee by parol, he might upon that reoffment reserve a rent to him and his heirs - because it was a rent-service, and a tenure thereby created:" 1 Thomas' Co. Litt. star p.444

Rent-service, then, was an essential element of the feudal tenure. It did not depend on contract, it resulted necessarily out of the grant of the feud. The services which the vassal was bound to preform were indeed declared by the lord at the time of the investiture in the presence of the other vassals: 1 Craise's Digest 9, and were assented to of course by the vassal:

but as these were to a great extent uncertain, they could not be specified, and were only declared in a general way, as to attend on the lord in war, and on his courts in times of peace; to defend his person, and aid him to pay his debts, etc.; terms not agreed upon as between contracting parties, but terms dictated by a superior to an inferior. And by the old feudal law, the nonperformance of these services was not redressed by distress, but by forfeiture of the feud. Baron Gilbert, in his excellent little work on the "Law of Replevins, " tells us that the distress came from the civil law into the common law, and that there appear no footsteps of it in the feudw authors. He [107] admits, however, that it is immemorial in the common law " and was at first as burdensome and grievous to tenants as the feudal forfeiture for to the tenant there was no difference between the lord's seizing the land itself, or stripping him of the whole produce and fruits of it at his pleasure. But these oppression ended with the wars of the Barons, and towards the end of the reign of Henry III, particular laws were made to regulate the manner of distressing, and not to suffer the lords to extend this remedy beyond the mischief it was first introduced for, which was no more than to empower the lord, by seizing the chattels, to oblige the tenant to preform the feudal services: Gilbert's Law of Replevins, pp. 4-6. Fealty to him from whom the lands were holden was the great characteristic of feudal tenures; the services of fealty were enforced by distress, and hence, although a feud were granted absolutely, in fee simple, by livery of seisin only, and without a word of reservation expressed, the lord had his right of distress for the rent, which came to be the substitute of the feudal services. That right depended not on contract, or the terms of the reoffment, but was a condition of the tenure. It is very clear that it would have been no answer to a distress to tell the lord that he had lost, or by his wrongful act avoided, the deed which expressed the reservation of his rent-service. The reply could have been that the rent-service depended on no formal reservation, but that it resulted by inherent necessity out of the tenure, and that distress was its inseparable incident. This is the ground on which the present case is attempted to be supported. Let us proceed carefully in tracing the principles of the law that must determine whether it can be placed on this ground.

The statute of quia emptores destroyed subinfeudation in England. Saith Littleton (speaking of the effect of the statute), "where a man upon a gift in tail, or a lease for life, will reserve to [108] himself a rent-service, it

behoveth that the reversion of the lands and tenements be in the donor or lessor, for if a man will make a reoffment in fee, or will give lands in tail, the remainder over in fee simple, without deed reserving to him a certain rent, this reversion is void; for that no reversion remains in the donor, and such tenant holds his lands immediately of the lord of whom his donor held:" I Thomas, Coke Litt- star p. 444. Such was the effect of the statute.

I find the best explication of this subject in Comment on Landlord and Tenant, p.97, to the effect following: "The statute quia emptores having abolished all intermediate tenures, and the reversion of every fee being by the feoffment divested out of the feoffor, and transferred to the original lord of the fee; the fealty and rent, as incident thereto, were likewise transferred. The fealty was inseparably incident to the reversion, and therefore never could be lost to the ultimate lord. But the rent, though generally incident to the reversion, might, at the will of the feoffor, be so separated from it, and reserved to the feoffor himself, provided such reservation were by deed. But the fealty being now severed from the rent, the remedy by distress, which was only given in respect of the fealty, became lost to the feoffor; and therefore such rent stood precisely in the same situation as other rents before the statute; and could only be distrained for by being charged upon the land by a special clause in the deed of reservation. When, therefore, a man aliens all his estate, and leaves no reservation in him, as if tenant in fee make a reoffment, or tenant for life alien his life estate, no rent can be reserved, except it be by a deed. On the other hand, a lease for years not being alienation of the freehold, but a mere contract for a temporary enjoyment of the land, a rent might well be reserved by parol upon such a contract." [109]

The effect of the statute, to state it more briefly, was to take the rent-service out of the tenure, upon subinfeudation, and to convert it into a rent-charge, which must have a contract to support it. Now it is apparent that any right of distress which Arrison or his alienee, Mrs. Wallace, possessed, would in England be referred to the deed, because the reversion was gone from them, and all the essential qualities of the tenure went with the reversion. But the statute of quia emptores was never in force in Pennsylvania, Ingersoll v Sergeant, 1 Wh. 337, and therefore this rent-service is not converted into a rent-charge. Can it exist then independently of the deed? It certainly can, in the absence of the statute quia emptares, if

our titles be feudal: it as certainly cannot, if our titles be allodial.

I see no way of solving this question, except by determining whether our Pennsylvania titles are allodial or feudal. It seems strange that so fundamental a question as this should be in doubt at this day, but it has never had, so far as I know, a direct judicial decision. In a valuable note by Judge Sharswood to the opening passage of Blackstone's Chapter on Modem English Tenures (2 Sharswood's Black. 77), it is said, "that though there are some opinions that feudal tenures fell with the Revolution, yet all agree that they existed before, and the better opinion appears to be that they still exist," in support of this statement, the feudal principles that have entered into our conveyancing are alluded to, and several cages are cited in which the consequences and qualities of feudal tenures have been recognized in our estates, although generally, in these very cases, it has been assumed that our property is allodial. I venture to suggest that much of the confusion of ideas that prevails on this subject has come from our retaining, since the American Revolution, the feudal nomenclature of estates and tenures, as feel, freehold, heirs, reoffment, and the like. [110] This term "rent-service" is feudal language, as we have seen, and yet there is nothing in the application of such terms to determine the quality of the tenure; for Cruise tells us, 1 Digest 7, that the circumstance of annexing a condition of military service to a grant of lands does not imply that they are held by a feudal tenure for the possessors of allodial property, who were called in France liberi homines, were bound to the performance of military service. He defines a feud as a tract of land held by a voluntary and gratuitous donation, on condition of fidelity and certain services, and allodial lands as those whereof the owner had the dominium directum et verum, the complete and absolute property, free from all services to any particular lord. And yet the accident of services being annexed to an allodial grant, did not make it feudal, which shows that the genuine distinction consisted in fealty, and not in services. Fealty, says Christian, in his note to 2 Black. 46, quoting Wright's Law of Tenures 35: "Fealty, the essential feudal bond, is so necessary to the very notion of a feud, that it is a downright contradiction to suppose the most improper feud to subsist without it; but the other properties or obligations of an original feud may be qualified or varied by the tenure or express terms of the feudal donation."

Our question, then narrows itself down to this: is fealty any part of our

land tenures? What Pennsylvanian ever obtained his lands by "openly and humbly kneeling before his lord, being ungrit, uncovered, and holding up his hands both together between those of the lord, who sat before him, and there professing that he did become his man from that day forth, for life and limb, and earthly honour, and then receiving a kiss from his lord?" This was the oath of fealty which was, according to Sir Martin Wright, the essential feudal bond so necessary to the very notion of a feud.

I grant that the charter to Penn was in free and common socage, to which feudal tenures had at that time been reduced in England, and that the oath of fealty belonged to socage tenures as much as to original feuds, and was expressly recognized in the charter. But then came the Revolution, which threw off the dominion of the mother country, and established the independent sovereignty of the state and on the 27th day of November 1779 (I Smith's Laws,480), an act was passed for vesting the estates of the late proprietaries of Pennsylvania in the Commonwealth. This act, after reciting in four sections the rights and duties of a sovereign state, proceeded in sec. 5 to transfer to the Commonwealth every estate, right, title, interest, property, claim, and demand of the proprietaries, as fully as they hold them on the 4th day of July 1776, and all royalties, franchises, and lordships, granted in the Charter of King Charles the Second, were vested in the state. The manors and lands which had been surveyed for the proprietaries were excepted, and a pecuniary compensation to them was provided. Another Act of 9th of April 1781, 2 Smith 532, provided for opening the land office and granting lands to purchasers; and, says the 11th section, "all be free and clear of all remorvations and restrictions as to mines, royalties, quitrents, or otherwise, so that the owners thereof respectively shall be entitled to hold the same in absolute and unconditional property, to all intents and purposes whatsoever, belonging to or accruing from the same, and that clear and exonerated from any charge or encumbrance whatever, excepting the doubts of the said owner, and excepting and reserving only the fifth part of all gold and silver ore for the use of the Commonwealth, to be delivered at the pit's mouth, clear of all charges. [112]

If it should be suggested that these acts were inapplicable to the city of Philadelphia, because it had been laid out by the proprietaries before the opening of the land office by the state, I would refer to Judge Gibson's

observations in Bubley v Vanhom, 7 S. & R. 184, where he says, to have suffered the Penn family to retain those rights which they held strictly in their proprietary character, would have been inconsistent with the complete political independence of the state. The province was a fief hold immediately from the Crown, and the Revolution would have operated very inefficiently towards complete emancipation, if the feudal relation had boon suffered to remain. It was therefore necessary to extinguish all foreign interest in the soil, as well as foreign jurisdiction in the matter of government.

We are then to regard the Revolution and these Acts of Assembly as emancipating every acre of the soil of Pennsylvania from the grand characteristic of the feudal system. Even as to the lands held by the proprietaries themselves, they held them as other citizens held, under the Commonwealth, and that by a title purely allodial. All our lands are held mediately or immediately of the state, but by titles purged of all the rubbish of the dark ages, excepting only the feudal names of things not any longer feudal.

Escheat, which was one of the incidents of feudal tenures, is sometimes mentioned as making the feudal origin of our titles, and the allegiance which we owe to the state is also often spoken of as fealty. Escheat, with us, depends on positive statute, which makes the state the heir of property on defect of known kindred of the decedent. Nothing about it but the name is feudal, and this is another instance in which a word applied in a sense different from its original [113] meaning, suggests ideas which have been exploded. As to allegiance, it is indeed due from every citizen to the state, but it is a political obligation, and is as binding on him who enjoys the protection of the Commonwealth, without owning a foot of soil, as on him who counts his acres by hundreds and thousands. So also it is due to the Feudal Government, through which none of our titles have been derived. The truth is, that this obligation, which is reciprocal to the right of protection, results out of the political relations between the government and the citizen, and bears no relation whatever to his land titles any more than to his personal property.

Under the Acts of Assembly I have alluded to, the state became the proprietor of all lands, but instead of giving them like a feudal lord to an

enslaved tenantry, she has sold them for the best rice she could get, and conferred on the purchaser the same absolute estate she held herself, except the fifth of gold and sliver, and six acres in the hundred for roads, and these have been reserved, as everything else has been granted, by contract. Her patents all acknowledge a pecuniary consideration, and they stipulate for no fealty, no escheat, rent-service, or other feudal incident. I conclude, therefore, that the state is lord paramount as to no man's land. When any of it is wanted for public purposes, the state, in virtue of her political sovereignty, takes it, but she compels herself, or those who claim under her, to make full compensation to the owner.

Now, if the state was not paramount lord of the lots which Arrison possessed, how could he become the lord of his grantee? How could he receive anything out of those lots, against his absolute deed in fee simple, except, by an express reservation? To do so, he must ignore the American Revolution, and all our legislation about lands, and place himself back upon the [114] common law, as it stood in the thirteenth century, before the statute of quia emptores was passed. But if he is not permitted to do all this, then he must show a deed for what he claims, and this brings us back to the first conclusion, that the present right of distress depends on a deed no less than the previous actions at law.

There is in the English reports a long line of cases terminating in Ward v Lumley, decided in the Exchequer in 1860, and reported in 5 Huristone, Young & Gordon, wherein it was held that canceling a lease by mutual consent of both parties, does not destroy the estate vested in the lessee, and the lessor may therefore maintain an action of debt on the demise for the recovery of the rent, a case which is a fair type of its class and which it is said rules the present case in favor of the plaintiff in error.

An obvious distinction betwixt that case and the present is the absence of all fraudulent intent in the destruction of the lease; but not to insist on this, let me say that all cases of that sort proceed on the ground that, the lease leaves a reversion in the lessor, in virtue of which he may sue for rent. That this in that ground of recovery in such instances, is shown by the cases in which it has been held that a lessor cannot bring an action of covenant, after he has assigned the reversion for any breach subsequent to the assignment, but the action can only be brought by the assignee of

the reversion. Consequently, if the assignee of the reversion sue the assignee of the term, or the assignee of the term sue the lessor, the action is local, and must be brought in the county where the land lies: Thursby v Plant, I Saund. Rep. 241, and notes. [115]

Now, whoever will tum back and read the extract I made from Comyn, will see that the statute quia emptores did not affect leases of chattel interests, but only reoffment by mesne lords. Subinfeudation was what the statute destroyed, and it destroyed it by vesting the reversion in the ultimate signory. But in leases for years, the reversion remains in the lessor, and goes by assignment, to his assignee, and carries with it the right of action. The reason, therefore, why this class of cases does not embrace this case, is that here was a conveyance in fee simple of an allodial estate, without any reversion remaining in the grantor, and therefore all his remedies for rent on his contract. If the estate were feudal the absence of the stawte would lead to a different conclusion - but with great deference to all counter opinions, I hold that the estate was strictly allodial, and that Anison retained only what was expressed in the deed.

If the question were up for the first time, we might perhaps doubt whether the alteration made by Arrison was fatal to Mrs. Wallace's rights; but we consider ourselves concluded on that question by the previous decisions, and have not therefore discussed it. Taking the doctrine of those cases, the only question left has seemed to us to be, whether Mrs. Wallace had any remedy by virtue of the estate that is in her, and independently of the deed; and all we have said must be understood as applying to that question.

We have not thought it worth while to consider the case in connection with the Statute of Frauds and Peduries, for if that statute should be found to be applicable, it would only bring us to the conclusion which we reach without it. The judgment is affirmed. [116]

CHAPTER IX

LAND PATENTS AND ALLODIAL TITLES

Part 1: Introduction

If the American people ever allow the banks to control issuance of their currency, first by inflation and then by deflation, the banks and corporations that grow up around them will deprive the people of all property until their children will wake up homeless on the continent their father occupied.

[Thomas Jefferson]

While it is generally believed in America today that the purpose of the American Revolution was to resist taxation without representation, the actual reason was to eliminate the cause of this and many other injustices, and that cause was the admiralty jurisdiction imposed within the bodies of the counties. A major effect of this cause was a contractual feudal/serf relationship between the colonial landholders and the Crown - legal title being held by Great Britain and an equitable title being held by the colonist/serf in possession of and working the land.

This presumption of rightful legal title was challenged by the colonists, who insisted that the King of England did not own the land and, therefore, it was not his to grant to supportive colonists. After the Revolution, the land became the property of each State's people, with the authority of the people to parcel out the land to claimants in a fair and equitable manner. If some land remained unoccupied, Jefferson said that anyone occupying it has, by possession, the right [117] of ownership. Land was to be held by allodial title, which simply means there is "No superior or overlord" to the land owner. He was SovereiEn on his land.

One of the earliest statutes for granting land patents was passed by an Act of Coneress. April 24, 1820. which prohibited the use of credit for the purchase of government land. In the debates in Congress prior to the passage of this Act, Senator King of New York said:

It (the Act) is calculated to plant in the new country a population of independent, unembarrassed freeholders ... it will put it in the power of every one to purchase a freehold, the price of which can be cleared in three years ... it will prevent the accumulation of an alarming, debt which

exigrience proves never could or would be paid.

In 1862, the Homestead Act, Section 4, provided that:

No lands acquired under the provisions of this Act shall in any event become liable to the satisfaction of any debt or debts contracted prior to the issuing of the land patent.

The issue of allodial v feudal land titles in Africa was addressed by the Supreme Court of the State of Pennsylvania in the case of Wallace v Harmstad in 1863:

I see no way of solving this question, except by determining whether our Pennsylvania titles are allodial or feudal .... [118]

I venture to suggest that much of the confusion of ideas that prevails on this subject has come from our retaining, since the American Revolution, the feudal nomenclature of estates and tenures, as fee, freehold, heirs, feoffment and the like.

Our question, then, narrows itself down to this: is fealty any part of our land tenures?

What Pennsylvanian ever obtained his lands by openly and humbly kneeling before his lord, being ungirt, uncovered, and holding up his hands both together between those of the Lord, who sat before him, and there professing that he did become his man from that day forth, for life and limb, and certainly honour, and then receiving a kiss from his lord? This was the oath of fealty which was, according to Sir Martin Wright, the essential feudal bond so necessary to the very notion of a feud.

We are then to regard the Revolution and these Acts of Assembly as emancipating every acre of soil of Pennsylvania from the grand characteristics of the feudal system. Even as to the lands held by the proprietaries (City of Philadelphia) themselves, they held them as other citizens held, under the

Commonwealth, and that by a title purely allodial. [Wallace v Hanmtad, 44

Pa. 492, (1863))

So, the people had a right to allodial land titles as a direct result of the Declaration of Independence and the War for Independence that followed. A holder of an allodial title, (i.e., there being no Superior or overlord) cannot be taxed on that property against his consent. There [119] could be a transfer or sales tax imposed by the State at the time of purchase, but no taxation on the property itself against the owner's consent. And yet, the taxation of property soon became the custom, and not the exception, in this country. Why and How?

When taxation of real property began, because of "the confusion of ideas that prevails on this subject," the people unknowingly, and voluntarily accepted the premise that government was the Superior and the legal title holder; and their interest in the land was merely an equitable one. This voluntary acceptance constituted tacit consent to a feudal contract. King George, once again, was back in America.

When the gigantic public trust was implemented in 1913 via the Federal Reserve Act, no immediate changes with regard to this master/serf relationship between government and landholder were necessary. Life went on as usual with no clues to the fact that all property had been hypothecated to the Board of Governors of the Federal Reserve; and as trustees. they held legal title. This was accomplished by allowing the same taxing agencies to act as administrating agents for this newly formed trust.

With the feudal tenant registered as a beneficiary of this trust via a Birth Certificate, and title to the land held in trust, further involvement and the consequent subjection to the controls of management was left to the individual. For example: The farmer/tenant was left to his own devices and discretion as to what to plant, when to plant, how much to plant, etc. - as long as he paid his tithes to - the tax collector (now, in actuality, a collector of interest and/or insurance, [120] premiums). However, when he applied, for, and received, such "benefits" as farm subsidy, government supported grain storage, etc., he became further bound to the trust and incurred certain additional obligations and duties, he voluntarily subjected himself to the coercive terms of adhesion. Now, he could be ordered and directed as what to plant, where to plant, when to plant, how much of each crop, and even be ordered to destroy crops already in existence. If he thought that

such coercive, and apparently insane, actions were violative of his rights to due process of law and went to court, as many farmers did, he lost; and the court did not tell him that a contract was being enforced against him in which he had voluntarily subjected himself to its coercive terms.

If he had understood the facts and the applicable law, as it applies to those facts, he could have used the law to extricate himself from such an intolerable situation, in lieu of having the law used against him.

The founding fathers knew free men could survive only as long as they owned allodial title to property, because it is this type of ownership that accounted for broad spectrum distribution of income and preservation of the common law jury system, which they referred to as the "palladium," or the very comer stone, of liberty. They also knew that manipulation of the money supply, via debt, would ultimately take from the people their substance by concentrating the property into the hands of a few. [121]

According to conservative estimates, possibly half a million U.S. farmers will be driven from the land in the next several years. Jim Hightower had put the goal of the past administration at 10,000 super farms and there is no reason to believe that this is also not the goal of the present administration or any administration. Mr. Hightower is the Texas Commissioner of Agriculture. A total of 10,000 farms for the nation has been the i!oal of public policy, i.e., the policy of the Board of Govemors of the Federal Reserve, our trustees, ever since its Committee for Economic Development wrote its Adaptive Program for Agriculture.

Mortgage foreclosures of equitable title interests are on the increase, and are the means of implementing this public policy.

The best title one can acquire from a title comp is a "Fee Simple Absolute" defined as:

A fee simple absolute is an estate limited absolutely to a man and his heirs and assigns forever without limitation or condition.

At first blush it would appear that this is the same title as "allodial;" deaned as:

Free, not holden to any lot or superior; [Black's Law Dictionary] [122]

In order to discover the legal distinction between the terms "allodial", and "fee simple absolute," we must define the word "estate as used in the definition of "fee simple absolute."

ESTATE: The degree, quantity, nature, and extent of interest which a person has in real property is usually referred to as an estate, and it varies from absolute ownership down to naked possession. (Black's Law Dictionary)

Thus, "fee simple absolute" is an over broad, catch-all, phrase that encompasses all interests in land from allodial down to naked possession. It in no way describes or defines your vested interest in the land. Clearly, if the land is in trust, with legal title being held by the trustees of that trust, you do not possess allodial title. In order to discover your particular interest in this "fee simple absolute" (your degree of serfdom), we must know of all adhesion contracts you have consummated, placing additional burdens and restrictions upon your use of that land.

Maybe we are beginning to understand the legal basis for planning commissions, land use permits, building permits, etc., etc... The bottom line is the degree, quantity, nature, and extent of interest; and which party to the contract(s) possesses what.

What we are going to examine now is how one, as a free sovereign, can claim allodial title to property hypothecated to a trust governed by the Monetary Power. [123]

The formula of the Monetary Power for a world program to deprive landowners of their lands has been stated thus:

We shall soon begin, to establish huge monopolies, colossal reservoirs of wealth, upon which even the big ... properties will be dependent to such an extent that they will all fall together with the government credit on the day following the political catastrophe. The economists here present, must

carefully weigh the significance of this combination. We must develop, by every means, the importance of OUR SUPER GOVERNMENT, REPRESENTING IT AS THE PROTECTOR AND BENEFACTOR OF ALL WHO VOLUNTARILY SUBMIT TO US. (join the Trust wherein "US" are the trustees)

The aristocracy ... as a political force has passed away. We need not take theirs into consideration. But, as owners of land, they are harmful to us in that they are independent in their sources of livelihood. THEREFORE, AT ALL COSTS, WE MUST DEPRIVE THEM OF THEIR LAND.

THE BEST MEANS TO ATTAIN THIS, IS TO INCREASE THE TAXES AND MORTGAGE INDEBTEDNESS. These measures will keep land ownership in a state of unconditional subordination ...

At the same time, IT IS NECESSARY TO ENCOURAGE ... ESPECIALLY... SPECULATION... Without Speculation, industry will cause private capital to increase and tend [124] to improve the condition of Agriculture by freeing the land from indebtedness for loans by the land banks. It is necessary for industry to deplete the land both of and through speculations, transfer all the money of the world into our hands....

To destroy... industry, we shall, as an incentive to this speculation, encourage - a strong demand for luxuries, all enticing luxuries.

We will force up waies-which however will be of no benefit to the workers, for we will at the same time cause a rise in the prices of 12rime necessities, pretending that this is due to the decline of agriculture and cattle raising....

That THE TRUE SITUATION SHALL NOT BE NOTICED PREMATURELY, (before recognition of the Anti-Christ), WE WILL MASK IT, BE A PRETENDED EFFORT TO SERVE THE WORKING CLASS AND PROMOTE GREAT ECONOMIC PRINCIPLES, FOR WHICH AN ACTIVE PROPAGANDA WILL BE CARRIED ON THROUGH OUR ECONOMIC THEORIES.[A]

Part 11: Color of Title [B)

Today, the American based system establishing land ownership consists of three key requirements. These three are the warranty deed or some other @ of deed purporting to convey ownership of land, title abstracts to chronologically follow the development of these different types [125] of deeds to a piece of property, and title insurance to protect the ownership of that land. These three ingredients must work together to ensure a systematic and orderly conveyance of a piece of property. None of these three by itself can act to completely convey possession of the land from one person to another. At least two of the three are always deemed necessary to adequately satisfy the legal system and real estate agents that the title to tile property has been placed in the hands of the purchaser. Often, all three are necessary to properly pass the ownership of the land to the purchaser. Yet does the absolute title and the ownership of the land really pass from the seller to purchaser with the use of any one of these three instruments or in any combination thereof? None of the three by itself passes the absolute or allodial title to the land, the system of land ownership in America originally operated under, and even combined, all three can not convey this absolute type of ownership. What then, is the function of these three instruments that are used in land conveyances; and what type of title is conveyed by the three? Since the abstract only traces the title and the title insurance only insures the title, the most important and therefore the first group to examine are the deeds that purportedly convey the fee from seller to purchaser.

These deeds include the ones as follows: warranty deed, quit-claim deed, sheriff's deed, trustee's deed, judicial deed, tax deed, will, or any other instrument that purportedly conveys the title. Each of these documents state that it conveys the ownership to the land. Each of these, however, is actually a color of title. [G. Thompson, Title to Real Property, Preparation and Examination of Abstracts Ch. 3, Section 73, p. 93 (1919). [126]

A color of title is that which in appearance is title but which in reality is not title; [B] (1) and, in fact, any instrument may constitute color of title when it purports to convey title to the land, as well as the land itself, although it is void as a muniment of title. [BI (2). The Supreme Court of

Missouri has stated:

[when we say a person has a color of title, whatever way be the meaning of the phrase, we express the idea, at least, that act has been previously done ... by which some title, good or bad, to a parcel of land of definite extent has been conveyed to him. [St. Louis v Gorman, 29 Mo. 593 (1860)]

In other words, a color of title is an appearance of apparent title, an "image" of the true title, hence the qualification "color or which, when coupled with possession, purports to convey the ownership of the land to the purchaser. However, this does not say the color of title is the actual or true title itself, nor dies it say the color of title itself actually conveys ownership. In fact the claimant or holder of a color of title is not even required to trace the title through the chain down to his instrument. [BI (3). Rather it may be said a color of title is prima facia evidence of ownership of land, and rights to possession of the land until such time as that presumption of ownership is disproved by a better title or the actual title itself. If such cannot be proven to the contrary, then ownership of the land is assumed to have passed to the occupier of the land. To further strengthen a color of title holder's position, courts have held that the good faith of the holder of a color of title is presumed in the absence of evidence to, the contrary. [B] (4). [127]

With such knowledge of what a color of title is, it is interesting to discover what constitutes colors of title:

1. Warranty deed - A warranty deed is like any other deed or conveyance, [B] (5) and a warranty deed or conveyance is a color of title. IBI (6).

2. Deeds generally - Deeds constitute colors of title (BI (7) and a deed that purports to convey interest in land is a color of title. [B] (8) A deed which, on its face, purports to convey a title constitutes a claim and color of title. [B] (9).

3. Quit-claim deeds - A quit-claim deed is a color of title [B] (10) and can pass the tide as effectively as a warranty with full covenants. [B] (I 1).

4. decds, and tax deeds are also colors of title [B] (12), as are Judicial deeds [B] (13). The Illinois Supreme Court went into detail in its determination that a tax deed is only a color of title:

There the complainant seems to have relied upon the tax deed as conveying to him the fee, and to sustain such a bill, it was incumbent of him to show that all the requirements of the law had been complied with. [Huls v Buntin, 47 111. 396 (1865)) [128]

A simple tax deed by itself is only a color of title and does not meet all the requirements of the law for a fee simple, allodial title. Thus any tax deed which purports, on its face, to convey title is a good color of title. [B] (14).

5. Wills - A will passes only a color of title and can pass only so much as the testator owns, though it may attempt to pass more. [B] (15).

6. Trustee's deed, mortgage and foreclosure - A trustee's deed, a mortgage and strict foreclosure [B] (16) or any document defining the extent of a disseisor's claim or purported claim [B] (17) have all been held to be colors of title:

ltlhere is nothing here requiring a deed, to establish a color of title, and under the former decisions of this court, color of title may exist without a deed. [Baldwin v Ratcliff, 125 Ill. 376, 383 (1888).]

Thus, a color of title does not mean the actual title, nor does the question of notice of outstanding title effect a color of title. [B] (18).

None of these cases have been overruled and are still valid, well established, law. All of the documents described in these cases are the main avenues of claimed land ownership in America today; yet, none actually conveys the true and allodial title. They in fact convey something quite different.

[129]

When it is stated that a color of title conveys only an appearance of title, such a statement is correct but, perhaps, too vague to be properly understood in its correct legal context. Of better use are the more

pragmatic statements conceming tide. A title, or color of title, in order to be effective in transferring the ownership, or purported ownership, of the land must be a marketable or merchantable title.

A marketable or merchantable title is one that is reasonably free from doubt. [B] (19). This title must be reasonably free from doubts as necessary to not affect the marketability or salability of the property, and must be a title a reasonably prudent person would be willing to accept. (B] (20). Such

a title is often described as one which would ensure to the purchaser a peaceful enjoyment of the property [B] (21); and it is stated that such a title must be obvious, evident, apparent, certain, sure or indubitable. [B] (22).

Marketable Title Acts adopted in several states generally do not lend themselves to an interpretation that they might operate to provide a new foundation of title based upon a stray, accidental, or interloping conveyance. Their object is to provide for the recorded, fee simple ownership an exemption from the burdens of old conditions,, which at each transfer of the property interferes with its marketability. [B] (23). What each of these legal statements in the various factual situations says is that the color of title is never described as the absolute or actual title, rather each says that"is one of the types of titles necessary to convey ownership or apparent ownership. In order for a title to be effective it must be marketable - it must be a title which is good of recent record even if it may not be the acwal titje in fact. [B] (24). [130]

Authorities hold that to render a title marketable, it is not only necessary that it shall be free from reasonable doubl; in other words, that a purchaser is not entitled to demand a title absolutely free from every possible suspicion. [Cummings v Dolan, 52 Wash. 496, 100 P. 989 (1909)]

The record referred to is the title of abstract and all documentary evidence pertaining to it:

It is an axiom of hornbook law that a purchaser has notice only of recorded instruments that are within his chain of title. II R. Patton & C. Patton, Patton on Land Titles. Section 69, at 230-233. (2nd ed. 1957); Sabo v Tiorvath, 559 P. 2d 1038, 1043 (Ak. 1976)]

Title insurance then guarantees that a title is marketable but not absolutely free from doubt, and under the color of title system used most often in this country today, no individual operating under this type of title system has the absolute or allodial title. All that is really necessary to have a vlid title is to have a relatively clean abstract with a recognizable color of title as the operative marketable title within the chain of title. It therefore becomes necessarily difficult, if not impossible after a number of years, considering the inevitable contingencies that must arise and the title disputes that will occur, to ever properly guarantee an absolute title. This is not necessarily the fault of the seller, but it is the fault of the legal and real estate systems for allowing such a diluted form of title to be controlling in an area where it is imperative to have the absolute title. In order to correct this problem, it is important to return to those documents the early leaders of the nation created to properly ensure that property remained one of the inalienable rights the newly established sovereign freeholders could rely on [131] to always exist. This correction must be in the form of restricting or perhaps eliminating the widespread use of a marketable title and refuming to the absolute title.

Part Ill: LAND Patents - Why They Were Created

The Americans had a choice as to how they wanted their new government and country to be formed. Having broken away from the English sovereignty and establishing themselves as their own sovereigns, they had their choice of types of taxation, freedom of religion, and most importantly ownership of land. The Founding Fathers chose allodial ownership of land for the system of ownership in this country:

After the American Revolution, lands in this state (Mmyland) became allodial, subject to no tenure nor to any services incident thereto. [in re Waltz et al., Burlow v. Security Trust and Savings Bank, 240 P. 19 (1925), quoting Matthews v Ward, 10 Gill & J. (Md.) 443 (1839)].

The tenure referred to in this case was the feudal tenure and the services or taxes required to be paid to retain possession of the land under

the feudal system. This new type of ownership was acquired in all thirteen states. [B] (25).

The basis of English land law is the ownership of the realty by the sovereign and from the crown all titles flow. [B] (26). It was stated this way in the case of McConnell v Wilcox: [132]

From what source does the title to the land derived from a government spring? In arbitrary governments, from the supreme head - be he the emperor, king or potentate; or by whatever name he is known. In a republic, from the law making or authorizing to be made the grant or sale. In the first case, the party looks alone to his letters patent; in the second, to the law and the evidence of the acts necessary to be done under the law, to a perfection of his grant, donation or purchase ... The law alone must be the fountain from whence the authority is drawn; and there can be no other source. [I Scam. Ill. 344, 367 (1837)]

The American people as newly established sovereigns after the Revolutionary War, became complete owners in their land beholden to no lord or superior, sovereign freeholders in the land themselves. These freeholders in the original thirteen states now held allodial the land they possessed before the war only feudally. This new and more powerful tide protected the sovereigns from unwarranted intrusions or attempted takings of their land. More importantly, it secured in them a right to own land absolutel in perpetuity. By definition, the word perpetuity means:

Continuing forever. Legally, pertaining to real property, any condition extending the inalienability... [Black's Law Dictionary, p. 1027 (5thed. 1980).]

In terms of an allodial title, it is to have the property of inalienability forever. Nothing more need be done to establish the ownership of the sovereigns to their land, although confirmations were usually required to avoid possible future title confrontations. [133]

The Constitution in its original form was ratified by a convention of the states on September 17, 1787. The Constitution and the government formed under it were declared in effect on the first Wednesday of March, 1789. Prior to this tine, during the Constitutional Convention, there was serious debate on the disposal of what the convention called the "Western territories," now the states of Ohio, Indiana, Illinois, Michigan, Wisconsin and part of Minnesota,, more commonly known as the Northwest Territory. This tract of land was ceded to the new American republic in the treaty signed with Britain in 1783.

Part of the method by which the new United States decided to dispose of its territories, was stipulated in Article IV, Section 111, Clause 2, of the U.S. constitution:

The Congress shall have the power to dispose of and make all needful Rules and Regulations respecting the Territory or other Property belonging to the United States.

Thus, Congress was given the power to create a vehicle to divest the National government of all its right and interest in the land. This vehicle known as the land patent, was to forever divest the government of its land and was to place such total ownership in the hands of the freeholders who collectively created the government. The land patents issued prior to the initial date of recognition of the United States Constitution were ratified by the members of Constitutional Congress. Those patents created by statute after March, 1789, had the Congressional intent behind such statutes as a reference and basis for the determination of their powers and operational effect. [134]

There have been dozens of statutes enacted pursuant to Art. Art. IV Sec. 111, Cl. 11. [B] (27). Some of these statutes had very specific intents of aiding soldiers of wars or dividing lands in a very small region of one state, but all had the main goal of creating in the sovereigns - freeholders on their lands - a status in which they were beholden to no lord or superior. One of these acts however, was the main patent statute in reference to the intent Congress had when creating the patents. That Statute is 3 Stat. 566.

In order to understand the validity of a patent in today's property law, it is necessary to turn to other sources than the acts themselves. These

sources include the Congressional debates and case law citing such debates. The best source is the Abridgment of the Debates of Congress, Monday, March 6, 1820. This abridgment and the actual debates found in it concern 3 Stat, 566, one of the most important of the land patent statutes.

In this important debate, the reason for such a particular act in general and the protection afforded by the patent in particular were discussed. As Senator Edwards stated:

But, he said, it is not my purpose to discuss, at large, the merits of the proposed change. I will, at present, content myself with an effort, merely, to shield the present settlers upon public lands from merciless speculators, whose cupidity and avarice would unquestionably be tempted by the improvements which those settlers have made with the sweat of their brows, and to which they, have been encouraged by the conduct of the government itself; for though they might be considered as embraced by the letter of the law which provides against intrusion [135] on public lands, yet, that their case has not been considered by the Government as within the mischiefs intended to be prevented is manifest, not only from the forbearance to enforce the law, but from the positive rewards which others, in their situation, have received, by the several laws which have heretofore been granted to them by the same right of preemption which I now wish extended to the present settlers. Ild. at 456.1

Further, Senator King from New York stated:

He considered the change as highly favorable to the poor man and he argued at some length, that it was calculated to plant in the new country a population of independent, unembarrassed freeholders... that it would cut up speculation and monopoly; that the money paid for the lands would be carried from the state or country from which the purchaser should remove; that it would prevent the accumulation of an alarming debt, which experience proved never would and never could be paid. [Id. at 456-571]

In other statutes, the Supreme Court recognized much of these same

ideas.

The object of the Legislation is manifest. It was intended to prevent speculation by dealings for rights of preference before the public lands were in the market. The speculator acquired power over choice spots, by procuring occupants to seat themselves on them and who abandoned them as soon as the land was entered under their preemption rights, and the speculation accomplished. Nothing could be more easily done than this, if contracts of this [136] description could be enforced. The Act of 1830, however, proved to be of little avail; and then came the Act of 1838 (5 stat. 251) which compelled the preemptor to swear that he had not made an arrangements by which the title might inure to the benefit of anyone except himself, or that he would transfer it to another at any subsequent time. This was preliminary to the allowing of his entry, and discloses the policy of Congress. (United States v Reynes, 9 How. U.S. 127 (1850)]

Congress has the sole power to declare the dignity and effect of titles emanating from the United States and the whole legislation of the government must be examined in the determination of such titles. [B] (28). It was clearly the policy of congress, in passing the preemption and patent laws, to confer the benefits of those laws to actual settlers upon the land. [B] (29). The intent of Congress is manifest in the determinations of meaning, force, and vested in the patent. These cases illustrate the power and dignity given to the patent. It was created to divest the government of its lands, and to act as a means of conveying such lands to the generations of people that would occupy those lands. This formula, "or his legal representatives," embraces representatives of the original grantee in the land, by contract, such as assignees or grantees, as well as by operation of law, and leaves the question open to inquiry in a court of justice as to the party to whom the patent, or confirmation, should enure. [B] (30). The Patent was and is the document and law that protects the settler from the merciless speculator from@the people that use avarice to unjustly benefit themselves against an unsuspecting nation. The patent was created with these high and grand intentions, and was created with such intentions for a sound reason. [137]

Part IV: The Power And Authority Of A Patent

Legal titles to lands cannot be conveyed except in the form provided by law. IBI (31) Legal title to property is contingent upon the patent issuing from the government. [B] (32) That the patent canes the fee and is the best title known to a court of law is the settled doctrine of this court. [Marshall v Ladd, 7 Wall. (74 U.S.) 106 (1869).]

A patent issued, by the government of the United States is legal and conclusive evidence of title to the land described therein. No equitable interest, however strong, to land described in such a patent, can prevail at law, against the patent. [Land Patents, opinions of the United States Attomey General's office. (Sept. 18691

A patent is the highest evidence of title, and is conclusive against the government and all claiming under junior patents or titles, until it is set aside or annulled by some judicial. [Stone v United States, 2 Wall. (67 U.S.) 765 (1865)]

The patent is the instrument which, under the laws of Congress, passes title from the United States and the patent when regular on its face, is conclusive evidence of tide in the patentee. When there is a confrontation between two parties as to the superior legal title, the evidence as to ownership. [B] (33). Congress having the sole power to declare the dignity and effect of its titles has declared the patent to be the superior and conclusive evidence of the legal title. [B] (34). [138]

Issuance of a government patent granting title to land is 'the most accredited type of conveyance known to our law'. (United States v Creek Nation, 295 U.S. 103, Ill (1935); see also United States v Cherokee Nation, 474 F. 2d 628, 634 (1973)]

The patent is the only evidence of the legal fee simple title. (B] (35). These various cases and quotes illustrate one fact that should be thoroughly understood. THE PATENT IS THE HIGHEST EVIDENCE OF TITLE AND IS CONCLUSIVE OF OWNERSHIP OF LAND IN COURTS OF COMPETENT JURISDICTION.

Part V: Treaties - The Substance Of Federal Land Patents

The question of supremacy of confirmed federal patent proceedings, pursuant to an 1851 Act that had been enacted to implement the Treaty of Guadalupe Hidalgo in 1848, versus a claimed public trust easement by the City of Los Angeles, and State of California, was decided by the United States Supreme Court in April, 1984 (Summa Corporation v State of California, 104 U.S. 1751) In this case petitioner (Summa Corporation) owned the fee title to the Bailona Lagoon, a narrow body of water connected to a manmade harbor located in the City of Los Angeles on the Pacific ocean. The lagoon became part of the united States following the war with Mexico, which was formally ended by the Treaty of Guadalupe Hidalgo in 1848. Petitioner's predecessors-in-interest had their interest in the lagoon confirmed in federal patent proceedings pursuant to an 1851 Act to implement the treaty, which provided that the validity of claims to California lands would be decided according to Mexican law. California made no [139] claim to any interest in the lagoon at the time of the patent proceedings, and no mention was made of any such interest in the patent that was issued.

Los Angeles brought suit against petitioner in a Califomia state court, alleging that the city held an easement in the Bailona lagoon for commerce, navigation, fishing, passage of fresh water to canals, and water recreation; such an easement having been acquired at the time Califomia became a State. Califomia was joined as a defendant as required by state law and filed a cross-complaint alleging that it had acquired such an easement upon its ad- mission to the Union and had granted this interest to the city.

The trial court ruled in favor of the city and State, finding the lagoon was subject to the claimed public easement. The Califomia Supreme Court affirmed, rejecting petitioner's arguments that the lagoon had never been tideland. Even if it had been, Mexican law imposed no servitude on the fee

interest by reason of that fact, and such a servitude was forfeited by the State's failure to it in the federal patent proceedings. The Supreme Court ruled as follows:

The question we face is whether a property interest so substantially in

derogation of the fee interest patented to petitioner's predecessors can survive the patent proceedings conducted pursuant to the statute implementing the Treaty of Guadalupe Hidalgo ...

CALIFORNIA ARGUES THAT SINCE ITS PUBLIC TRUST SERVITUDE IS A SOVEREIGN RIGHT, THE INTEREST DID NOT HAVE TO BE RESERVED EXPRESSLY [140] ON THE FEDERAL PATENT TO SURVIVE THE CONFIRMATION PROCEEDINGS...

The necessary result of the Coronado Beach decision (U.S. v Coronado Beach Co., 255 U.S. 472 (1921), is that even "sovereign" claims such as, those raised by the State of California in the present case must, like other claims, be asserted in the patent proceedings or be barred...

Those decisions control the outcome of this case. WE HOLD THAT CALIFORNIA CANNOT AT THIS LATE DATE ASSERT ITS PUBLIC TRUST EASEMENT OVER PETITIONERS PROPERTY, WHEN Petitioner's PREDECESSORS-IN-INTEREST HAD THEIR INTEREST CONFIRMED WITHOUT ANY MENTION OF SUCH AN EASEMENT in proceedings taken pursuant to the Act of 1851. The interest claimed by California is one of such substantial magnitude that ... (it) must have been presented in the patent proceedings or be barred.

Part VI: The Land Acquisition Treaties [C]

Northwest Ordinance:

A resolution of Congress that merely stated its intent that the territory shall be divided into three to five states to be created upon the existence of a certain number of inhabitants required to become states of the Union. The Ordinance was not a treaty. Its subject matter was part of [141] all territory gained from Great Britain under the Treaty of Peace with Great Britain, 1783, 8 Stat. 80.

Treaty of Peace, 8 Stat. 80 (1783):

The boundaries of the territory are given in Article 11 of the treaty, i.e., the western boundaries of those states today known as Mississippi, Tennessee, Kentucky, Illinois and Minnesota - all the states from the Mississippi River and eastward to include the, original 13 colonies. Therefore, every federal land patent in every state thereof flows from that treaty.

Treaty Of Cession, 8 Stat. 200 (April 20, 1803):

This was the famous "Louisiana Purchase" from which was gained the following states: Louisiana, Arkansas, Oklahoma, Kansas, Nebraska, Iowa, Wisconsin, North and South Dakota, Montana, Wyoming, and the Northeast two thirds of Colorado.

Treaty Of Ghent: 8 Stat. 218 (October 20, 1818):

Merely established the northern boundary of the Louisiana Purchase as the 49th parallel to the Rocky mountains. [142]

The Oregon Treaty, 9 Stat. 869 (June 15, 1846):

An agreement with Great Britain that gave the United States undisputed claim to the Pacific Northwest south of the 49th parallel. The states created from this acquisition are Oregon, Washington, Idaho, and the southwest corner of Wyoming.

Treaty Of Guadalupe Hidalgo, 9 Stat. 922 (1848):

Following the War with Mexico, under this treaty, the United States paid Mexico $15 million dollars in gold coin for reparations, and the territory now known as the states of Califomia, Nevada, Utah, Arizona, and the western portions of Colorado and New Mexico.

It is noteworthy that all lands under this treaty, purchased by private individuals from the United States, were paid for in gold and silver coin, after which a federal land patent was confirmed and issued to the private claimant.

Because of the confusion of land claims by the Gold Rush settlers on Mexican land grants, Congress enacted the Act of Congress, March 3, 1851, to ascertain and settle the private land claims in the State of Califomia. For the first time, a Land Commissioner was established to confirm the claims and the Court of Private Land Claims was established to settle disputes before final confirmation by what is now known as the U.S. Bureau of Land Management under the present Department of the Interior of the United States. The Act of 1851 established [143] a two year limit to contest claims, after which the confirmed land claims were closed forever by the issuance of a federal land patent that generally included the phrase: given this day to his heirs and assigns forever.

No claims could be made after the issuance date of the patent. This is what Summa (supra) was all about. The two year limitation on contests of federal land patents issued to private land claimants was extended by the Act of March 3, 1891, and is still in force today.

Gadsden Purchase, 10 Stat. 1031 (Dec. 30, 1853):

This was a treaty between Mexico and the United States in which the

U.S. paid $10 million dollars in gold coin to Mexico for that southernmost strip, of New Mexico. The treaty is significant because it refers back to the Treaty of Guadalupe Hidalgo and conferred all the same rights and privileges to citizens of that territory as in the 1848 treaty. Hence, that southernmost portion is, in actual fact included in the Treaty of Guadalupe Hidalgo. All feudal land patents in this area also flow from treaty law.

Cession of Texas:

Texas was annexed to the United States by the independent vote of the inhabitants. [144]

While the Cession of Texas is a treaty, it was annexed as a House Joint Resolution (HJR) and it should be reasonably certain that its inhabitants had the same protection as those given under treaty law.

Part VII: The Supremacy Clause [C]

The lead case which said treaty law cannot be interfered with by a state legislature is Ware v Hytton (1796), 3 Dall. (3 U.S. 199). In this case, the Supreme Court held that a treaty is the supreme law of the land, pursuant to Article VI, Section 2 of the United States Constitution. ... and the judges in every state shall be bound thereby, anything in the Constitution or the laws of any State to the contrary notwithstanding... ... any act of the legislature cannot stand in the way because a treaty is

the declared will of the people of all the United States and shall be superior to the constitution and laws of any individual state.

In other words, federal land patents put into evidence by a land owner

cannot be challenged by a state court because it flows from a United States treaty and, therefore no court has -jurisdiction over title or ownership to land traced to this paramount source of title. Only private citizens were given federal land patents, hence the term "private land claim, "or "PLC, " used by the Bureau of Land Management as the date of the original patent. [145]

Because all federal land patents flow from treaties that fall under the supremacy clause, no state, private banking corporation or other federal agency can question the superiority of title to land owners who have "perfected" their land by federal land patent. Jurisdiction by any state court is invalid. Since federal land patents cannot be collaterally attacked as to their validity or authenticity as the highest evidence of title, no mortgage institution can claim title to land by its "lien." Certified federal land Patents were given free and clear allodial title with no encumbrances, then and now!

43 USC 59 establishes duly certified copies of federal land patents shall be evidence in all cases where originals would be evidence. Section 57 covers the states of Oregon and California. Section 58 covers Louisiana.

43 USC 83 covers the evidentiary effect of certified federal land patents for all states. All the courts in the United States must take judicial notice of these federal patents and their evidentiary effect under these federal statutes. If the patents are not certified when entered into evidence, any court may ignore the patent and overrule it as evidence of superior or paramount title versus the mortgage lien, the county tax assessment, etc..

The Act of Congress, March 3, 1851, since updated by the Act of Congress, 1891, stated anyone who was establishing a claim had to have it confirmed by the United States Land Commission. If no one protested that claim within a two year period, it could no longer be attacked under any circumstances, it was final. This is what the Summa case addressed. When the United States Supreme Court interprets a federal statute, the courts of every state are bound by that interpretation. [146]

The key to finding case law in every state upholding federal treaty and its laws can be found in its law libraries in the Key Digest under "public

lands". Am. Jur, 2d is the starting point to find the case law on treaties as they pertain to decisions in the states.

Part VIII: In Summary

The federal land patent is the paramount or common source of titles from the united States government. It is the mechanism and procedure for an individual to lay claim to his right to allodial title of land, as was established by the Declaration of Independence (our first organic Law) and the

War for Independence that followed.

A free sovereign individual who has a perfected federal land patent in his possession, is in a very enviable position at law. No one can take that land from him without first proving they have a superior vested right in the land, and that is not possible.

For example, a title company insures "good title" and a bank has given a farmer a loan on those grounds. Basically the title insurance company is at fault; they did not search that title back far enough to its original source to see who owned the land. If the bank subsequently attempts to foreclose, the farmer, who has done his homework properly should win. Any remaining controversy is between the bank and the title insurance company. In this example, it appears that it does not matter whether the farmer is an heir or assign, the bank has to prove it has superior title in that land in order to take it over. [147]

Anyone who has purchased foreclosed lands has done so without guaranty of clear title, including IRS and state taxing agency foreclosures. By perfecting a federal land patent, a free sovereign should now be in a position to go on the offense. [148]

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(35) McConnell v Wilcox, I Scam. (Ill.) 381 396 (1837). [C] "Acres U. S. A., A Voice for Eco-Agriculture, " November 1984, Volume 14, No. I 1; 10008 East 60th Terrace, Kansas City, Mo. 64113: (An interview with Carol Landi) [D) Common Law Liens," from "Memorandum of L-aw - History, Force, and Effect of the Land Patent, n (supra).

(1) 1 Kent Commentaries, 471; Western Union Telegraph Company v Call Publishing Company, 181 U.S. 765, 770 (1901)

(2) Karlson v Murphy, 56 N.E. 2d 839, 387 Ill. 436 (1944); [151] People exrel. Board of Trustees of University of Illinois v Barret, 46 N.E. 2d 951, 382 Ill. 321 (1943).

(3) Mudge v Mitchell Hutchins and Co., 54 N.E. 2d 708. 322 Ill. App. 409 (1944); Heineman v Hermann, 52 N.E. 2d 263, 385 Ill. 191 (1943).

(4) Williamson v Winningham, 186 P. 2d 644 650 (Okla. 1947); see also 42 Okia. S. 1941 sec. 9.

(5) Williamson (supra) at 650; (Okla. 1947); Cincinnati Tobacco Warehouse Co. v Lefevre, 146 N.W. 653, 654 (1914)- Sullivan v Sudiak, 333 N.E. 2d 60, 30 Ill. App. 3d 899 (Ill. App. 1975); linger v Checker Taxi Co., 174 N.E. 2d 219, 30 Ill. App. 2d 238 (Ill. App. 1947);

(6) Sullivan (supra) at 899; Deitchman v Corach, 71 N.E., Id. 367, 330 Ill. App. 365 (Ill. App. 1947);

(7) 51 Am. Jur. Sect. 20.

(8) Williamson (supra) at 650; Boston and Kansas City Cattle Loan Co. v Dickson, 11 Okla. 680, 69 P. 889 (1902).

(9) Williamson (supra) at 650; Boston and Kansas City Cattle Loan Co. v Dickson, 11 Okla. 680, 69 p. 889 (1902).

(10) 51 Am. Jur., Sect. 21.

(11) 33 Am. Jur. 419, Sect. 2; City of Sanford v McCleland, 121 Fla. 253, 163 So. 513 (1935); Small v Robinson, 69 Me. 425 (1879).

(12) Peck v Janness, 7 How. (U.S.) 612 (1849).

(13) Williamson (supra): See also Robert v Jacks, 31 Ark. 597 (1876); Marston v Miller, 35 Me. 153 (1852); Stewart v. Flowers, 44 Miss. 513 (1870).

(14) Gordon v Sullivan, 188 F. 2d 980 982 (1951); See also Brown v Petersen, 25 App. D.C. 359, [152] 363 (1905); 51 Am. Jur. Sect. 21.

(15) Drummond Carriage Co. v Mills, 74 N.W. 970; 51 Am. Jur. Sect. 21-, Shaw

v Webb, 131 Tenn. 173, 177 (1914). [153]

INTERVIEW: CAROL LANDI ON LAND PATENTS AND TREATY LAW

In an effort to track a big story called land patents, Acres U.S.A., has covered both miles and monumental telephone tabs. Tucked into the paragraphs of the newly released Land Patents, Memorandum of Law, History, Force and Effect is a reference to a case styled Summa

Corporation v The State of California. It is this case and the implications it holds, that prompted her to raise a family, but she is back--in her words, "an advocate," meaning she fights for causes and principles often left unattended by ordinary lawyers. She enjoys her role as a researcher because it keeps her in touch with the real scholarship of the profession. Since this tape is long, we will now terminate introductory remarks and get down to bare facts.

ACRES U.S.A., Carol Landi, in the course of this business of being an advocate, you have come in contact with the land patent the law, the concept, and what's being done. So, Carol, will you review for our readers what is the background of the land patent?

LANDI. When I spoke to you before I talked about the Summa Corporation decision in the U.S. Supreme Court this past spring. This is styled Summa Corporation v State of California. I hung my hat on the Summa Corporation decision that just came down from the high court. I've been working with federal land patents in California and in Utah. I'm doing the historical research on the federal patents in California. We have what are called ranchos confirmed by the U.S. government after the conquest of the western states. And these grants are comprised of anywhere from 5,000, 6,000, 10,000, 23,000, maybe up to 100,000 acres in one shot. A township consists of only 640 acres. [154]

When I read the Summa Corporation decision, I had known about the Treaty of Guadalupe Hidalgo through researching a case right here in Contra Costa County. The case is a trial court case and it cannot be found in any reporters, so I just went over to the court with the name. I found the case and low and behold it was an eminent do , under the fifth amendm@n . In California it's under the California eminent domain laws, and this lady, Virginia Stetson, held off the redevelopment agency by is evidence in court a copy of the patent and the lands that they were trying to take. It also gave quite a liability on the Treaty of Guadalupe Hidalgo.

ACRES U.S.A.: What law was the decision based on?

LANDI: Treaty Law.

ACRES U.S.A.: What is treaty law?

LANDI: The substance of all federal land patents is based upon treaty law. Treaty law is the law of the nations. It is embraced by the United States Constitution Article 1. Section 10. Clause 1.

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THE TREATY POWER

The treaty-making power is an extraordinary power, liable to abuse. Treaties make international law and they also make domestic law. Under our Constitution treaties become the supreme law of the [155] land. They are in deed more supreme than ordinary laws, for congressional laws are invalid if they do not conform to the Constitution, whereas treaty laws can override the Constitution.

Treaties, for example, can take powers away from the Congress and give them to the president. They can take powers from the state and give then, to the federal government or to some international body and they can cut across the rights given the people by the Constitutional Bill of Rights. - John Foster Dulles

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ACRES U.S.A.: Which makes a treaty the law of the land?

LANDI: Yes. The Judges of all states shall be bound by treaty law.*

ACRES U.S.A.: And the Treaty of Guadalupe Hidalgo made secure these grants? Is that what you're saying?

LANDI: That's right. Let me stray from the Treaty of Guadalupe for a moment and give you a little historical background on treaty laws. Now to begin with, our entire country was acquired through treaties with other countries as our young nation conquered lands from the original 13 colonies and - westward to Califomia- EyeEy inch of land in our couma comes under tr@ law. [156]

ACRES U.S.A.: Because of the Louisiana Purchase or the Treaty of Cession, 1803? The Treaty of Ghent? The Texas Treaty?

LANDI: That's rights. Let me parade you through the historical sequence. Let's take Northwest Ordinance*. This ia a resolution of Congress that merely stated the intent of Congress that the territory shall be divided into three to five states to be created upon the existence of a certain number of inhabitants required to become states of the union--nothing more, nothing less. The Ordinance was not a treaty. It was part of those unknown lands that were part of all that territory obtained from Great Britain under the TroV of Peace with Great Britain, 1783 (8 Stat, 801, in which the original 13 colonies derived their independence together with lands Britain gave to the

original 13 colonies of territory westward to the Mississippi River. The boundaries of that territory is given in Article 11 of the treaty, that is, the western boundaries of those states today known as Tennessee, Kentucky, Illinois and Minnesota. All the states from the Mississippi River and the states mentioned above, and eastward to include the original 13 colonies comprise all those lands that come under the Treaty of Peace with Great Britain, therefore, every federal land patent in every state thereof flows from that treaty.

ACRES U.S.A.: Is there any case law saying the treaty is paramount?

LANDI: Yes. The lead case that said treaty law cannot be interfered with by a state legislature in Ware v Hylton, 1(1976 3 Dall. (3 U.S. 1991). In this, the Supreme Court held that a treaty is the supreme law of the land (Article VI, Section 2: "and the judges in every state shall be bound thereby, [157] anything in the Constitution or the laws of any State to the contrary notwithstanding"!) ... that any act of the legislature cannot stand in its way because a treaty is the declared will of the people of all the United States and shall be superior to the constitution and laws of any individual State." [Emphasis by the court.] In other words, federal land patents put into evidence, by a land owner cannot be challenged by a state court because it flows from a United States treaty, and therefore, no court has jurisdiction over title or ownership to land that traces its source to the paramount or common source of title from the United States government, banks and private corporations notwithstanding, because federal land patents were never corporations - only to private citizens hence the term 'private land claim" or "PLC" (as we call it) used by the Bureau of Land Management as the date of the original patent.

ACRES U.S.A.: And then there was the Louisiana Purchase?

LANDI- Yes! The very next treaty of the United States from which all land patents flow under the supremacy clause is the Louisiana Purchase from France under the Treaty of Cession, April 20, 1803; 8 Stat, 201, signed at Paris in which our young nation gained the territory of the following states. Louisiana, Arkansas, Oklahoma, Kansas, Nebraska, Iowa, Wisconsin, North and South Dakota, Montana and Wyoming and the Northeast two-thirds of Colorado. After that we had the Treaty of Ghent, October 20. 1818 [8 Stat. 2181]. It merely established the northern boundary of the Louisiana Purchase as the 49th parallel to the Rocky Mountains, nothing more, nothing less. The lead case for the Louisiana Purchase States is American Insurance Company v Canter [(I 828) 1 Pet (26 U.S. 51 11 in which Justice Marshall held the power to make treaties is an absolute power of the United States [158] government and from that power arises the right to govern it, i.e., treaty law is superior to any state and is the supreme law of the land. "Zoning law" included.*

ACRES U.S.A.: And Texas is in a class by itself?

LANDI: That's right Texas was annexed to United States by the independent vote of the inhabitants. While the Cession of Texas is a treaty, it was annexed as a House Joint Resolution (HJR) and it would be fairly certain that the citizens had the same protection as those given under treaty law. I have not searched out the HJR as yet, although the HJR would be a simple matter to locate in the United States Statutes by year of annexation, month and day in the statutes. It is interesting to note that as an annexed state, it is the only state that has the power to secede from the United States. Hawaii is the last state with that power to secede.

ACRES U.S.A. What did the Oregon Treaty do?

LANDI - The Oregon Treaty of 1846 was an agreement with Great Britain

that gave the U..S. undisputed claim to the Pacific Northwest south of the 49th Parallel. The states carved out of this treaty are the present states of Oregon, Washington, Idaho and the southwest corner of Wyoming. This treaty with Great Britain was signed on June 15, 1846, [9 Stat. 869], and all federal land patents of these states flow from the treaty and fall under the supremacy clause of the constitution therefore, no state, private banking corporation or other federal agency can question the superiority of title to land owners who have "perfected" their land by federal land patent. Jurisdiction by any state court is invaded, and since federal [159] land patents cannot be collaterally attacked as to their validity or authenticity as highest evidence of title, no mortgage institution can claim title to land its "lien." Certified federal land patents were given free and clear title with no encumbrances- then or now!

ACRES U. S. A.: And this brings us to the Treaty of Guadulupe Hidalgo, 1848.

LANDI: This had to do with the Mexican War following the War with Mexico, under this treaty,, the United States paid Mexico $15 million dollars in gold coin for reparations and all that conquered territory now known as the states of California, Nevada, Utah, Arizona, and the western portions of Colorado and New Mexico. All lands purchased from the United States as private land claims were paid for in gold and silver coin, after which a federal land patent was confirmed and issued to the private claimant. This is a point to keep in mind regarding "loans of credit" by financial institutions in violation of Article I Section 10, * 31 USC 463 (a),

ACRES U.S. A.: How did the Act of Congress, March 3, 1851 figure in all of this?

LANDI: Because of the confusion of land claims by the Gold Rush settlers

on Mexican land grants, Congress enacted this act to ascertain and settle the private land claims in the state of California. For the first time, a Land Commission was established to confirm the claims and the Court of Private Land Claims was established to settle disputes before final confirmation by what is now known as the U.S. Bureau of Land Management under the present Department of Interior of the United States. The act of 1851 established a two year limit to contest claims after which the confirmed land claims were closed [160] forever by the issuance of federal land patent that generally included the phrases "given this day to his heirs and assigns forever." No claims could be made after the issuance date of the patent. This is what Summa [104 U.S. 17541 was all about. The two year limitation on contest of federal land patents issued to private land claimants was extended by the Act of March 3. 1891, and is still in force today!

ACRES U. S. A.: And of some importance, is the Gasdsen December 30, 1853 110 Stat, [1031].

LANDI: This was a treaty between Mexico and the United States in which the U.S. paid $10 million dollars in gold coin to Mexico for that southernmost strip of New Mexico, The treaty is significant because it refers back to the Treaty of Guadalupe Hidalgo and conferred all the same rights and privileges to citizens of that territory as in the 1848 treely. Hence, that southern most portion is, in actual fact, included in the Treaty of Guadalupc Hidalgo. All federal land patents in this area also flow from treaty law, still the supreme law of the land by which all judges in all states shall be bound as to the validity of the patents. 43 USC 59 establishes that duly certified copies of federal land patents shall be evidence in all cases where the originals would be evidence, Section 57 covers the states of Oregon and California.

Section 58 covers the Louisiana Purchase, Section 83 of Title 43 covers the evidentiaa effect of certified federal land 12atents for all states, and all the courts in the United States must take judicial notice of these federal patents and their evidentiary effect under these federal statutes. If the Patents are not certified when entered into evidence, the court may ignore

the patent and overrule it as evidence of superior paramount title versus the mortgage lien the banks use to lay claim to the land. *Assuming "lien" was [161] NOT "Ultra Vires.

ACRES U.S.A.: How. does this figure in lien theory states?

LANDI: If the bank, or lending institution lays claim to the land by the lien theory, it must have been presented in the contest of the federal land patent within the two years after the last act of 1891, supra, or forever be barred. In point of fact, as against a federal land patent, it is extremely doubtful that any of the present lending institutions were in existence in 1891 in order to present any claim against the owner of land under a federal land patent flowing from a United States treaty, also known as the Law of Nations, in which no private citizen can dispute the terms of a treaty or act of Congress.

ACRE. U.S.A.: What about state conflicts and attorney general opinions, and the general attitude we find among attorney generals, such as General Stephens in Kansas?

LANDI: You can print an excerpt from a document I submitted to the state court, one referring to the California Supreme Court decision which Summa over turned. What is shown is the dissent of the California Supreme Court justice(s) that was ultimately upheld by the U.S. Supreme Court (unanimously).

ACRES U.S.A.: So where are we?

LANDI: There is nothing arcane or esoteric about federal land patents, treaty law and the law of nations. I'll send a news article from Northern California in which the BLM had to participate and [162] obtain an act of Congress to clear the way for clear title under treaty and patent law. California is more than familiar with the obligations of treaty law, and the requirements of federal patent law under federal Title 43 USCA public Lands. We have more than a passing acquaintance *stare decisis law on the subject up to date in the April 1984 case. Courts will resist it, or be confused by it. However, if nine justices of the United States Supreme Court are not confused by it, under the supreme law of the land, why should a state judge be permitted to ignore it? In point of fact, the state of California has just recently begun to acknowledge U.S. Supreme Court decisions. Because of the great socialist experiment in California, (courtesy of our unusual Senator Alan Cranston), California and Justice Rose Bird are not convinced yet that California is a part of the United States. However, we do have case decisional law recently reaffirmed by its appellate courts that when the

United States Supreme Court interprets a federal statute, the courts of this state are bound by it. The key to finding case law in every state upholding federal treaty and its laws can be found in its law libraries in the Key Digest under Public Lands. I have had opposing attorneys searching through American Jurismdence under Public Lands, which is the starting point, however, the attorneys are still baffled by it all. Am. Jur. 2d. is the best starting point to find the case law on treaties as they pertain to decisions in the states. It is all so simple, you can expect judges to be confounded by it; as the scriptures say, "God takes the foolish things of the world to confound the wise, and God *takes the weak things of the world to confound the strong. * = To abide by, decided cases.

ACRES U.S.A.: Earlier, you said every inch of land was acquired by treaty and falls under land patent. Even the original 13 colonies? [163]

LANDI: I have the treaty with Great Britain, upon which we founded our original 13 colonies and gained our independence, a treaty dated 1783.

And I have the leading case law on that, their treaty. which covers land from not only the original 13 colonies, but all the land west to the Mississippi River.

ACRES U.S.A.: In other words, the British were giving away something by treaty they really didn't have?

LANDI: They didn't know it was out there. They knew about the Mississippi River, I believe. They knew about it as a result of their trade with France. The Louisiana Purchase goes from the Mississippi River and covers your Midwest states. The Louisiana Purchase, of course, was the Treaty with France. That was in 1803, signed at Paris. Some government people who are a bit busy nowadays, filling land patent orders are telling people there were no patents in the original 13 colonies. Let me say this for the record, right out of my survey book. The first patent issued in New York City on March 4, 1788 to John Martin and is simply for Lot number 20, Township 7, Range 4. And he paid $640 for that section. That was the very first patent in this country.

ACRES U.S.A.: Who patented that to him?

LANDI: The United States Government.

ACRES U.S.A.: And what does it really mean? [164]

LANDI: John Martin apparently squared off or surveyed a plat of land, a public layer, that did not belong to a private owner. He squared it out. He applied to Congress and said, I would like to settle on this land and

whatever provision you require for me to settle on this land I would like to have it confirmed and have a patent (in those days they didn't know about deeds, so they called them patents) so that it will be mine. in my name, and it will be my private claim. And Congress said, Okay, we'll have somebody check on it. They checked on it, and they agreed with his surveys and gave him a federal patent.

ACRES U.S. A.: And what does the patent mean? It is just a simple title, no different from any other title, or does it have a special character to it?

LANDI: It has a special character to it. The federal land patent is the paramount common source of titles from the United States government. All public land originates from the U.S. government. Even today, any public land in any state is still under the United States Government.

ACRES U.S.A.: Does this patent inure to heirs and assigns?

LANDI: Yes. Forever. And that is a long time.

ACRES U.S.A.: Okay, this is really the case for the land patent then, isn't it?

LANDI: That's the essence of it. [165]

ACRES U.S.A.: Why does the treaty confer superior status to the land patent, a status that cannot be retreated from by lessor courts, even the Supreme Court.

LANDI: It pertains to the pecking order or authority. Potential land belongs to the person who receives it and his assigned heirs forever. It doesn't matter who is on that land today. No one can touch that federal land patent, except the United States Government. No one can challenge it. Let me bring you up to date from the Treaty of Great Britain. The Act of 1851 which has been updated in the Act of Congress, 1891 has to be reviewed. California, you will remember, was badly turned upside down between the Mexican Government, Spanish Government, and the Gold Rush. The Act of 1851 stated that anyone who was establishing a claim had to have it confirmed by the United States Land Commission. It was a commission of three men. If no one protested that claim within a three year period from the date of the Act, it could no longer be attacked under any circumstance! It was final. And this is what Summa Corporation was talking about.

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JUSTICE KAUS'S OPINION

I confess to a growing unease about what I view as an Accelerating erosion of private property rights of California citizens. We need to look no further than the first section of the very first article of the state Constitution to learn that the sovereign people of California have proclaimed: "All people are by nature free and independent and have inalienable rights. Among these are enjoying and defending life and liberty, and protecting property and obtaining safety, happiness, and privacy." [166] [italics added] From this solemn pronouncement of the people, identifying the protection of their property with the defense of their lives and liberty and describing such interests as "inalienable," I conclude that preserving the sanctity of a citizen's private property is a singular responsibility of government and its courts. When, therefore, that government itself seeks to trench on such constitutionally protected and "inalienable rights", of its own people, its

conduct must be closely scrutinized and its reach carefully measured by the rule of law." --from the Venice Properties decision.

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The state of California has been trying to grab land - federal land and offshore drilling land. With the Department of Interior they have tried to say, well these are swamplands, these are tidelands, and they belong to us because, as we became a state, these lands automatically became ours. The courts have consistently said, NO. Nothing passes to you unless the United States government grants you this land and it belongs to you, then you can do whatever you want. NO DNR.

ACRES U.S.A.: What practical application does this knowledge bring to farmers who are now being foreclosed on by government agencies, namely FMHA and PCA and Land Bank? Jenny Mae? Freddie Mac?

LANDI: Some are backed by the full face and credit of the United States government, some are not. If somebody has a claim, if the bank says, they have a claim on that land, they are going to foreclose. How are they going to prove that they have title to the land from the United States government? Was [167] title given to them in their name'? No, it wasn't! It was given to Corporal John Smith in a land patent 120 years ago, or some such person. It doesn't matter whether you're an heir, It doesn't matter whether you were an assign. The bank has to prove it has title to the land, in order to take it over.

ACRES U.S.A.: And so people who filing and getting certified patents and registering them in the court house are doing something that is proper, for now, pending disposition of this whole matter.

LANDI: Absolutely.

ACRES U.S.A.: But you see the judges in these equity courts are not looking at it that way. They say to themselves. We've got to protect the creditors. It's much easier on the community to let this farmer go down the tube than it is to put the bank in jeopardy, to a point where there is a run on the bank. How do you face that proposition'?

LANDI: Well, number one, I would ask you how the case was filed? is the

farmer a defendant in the action?

ACRES U.S.A.: Usually he's a defendant.

LANDI: Is he's a defendant, and he has a patent on his land he says to the bank: you are making a claim on my land, you want to foreclose on it. Sorry, you can't do that. You come up with a superior title to my patent, something superior to my land patent, then, I'll [168] give it to you.

ACRES U.S.A.: But, you see, the judge won't even entertain that particular point. He is shown the contract and he rules on the contract, and that's it.

LANDI: No, It's not a contract!.

ACRES U.S.A.: Well, what is it, when you have a mortgage? Isn't that a

contract?

LANDI: That's a loan of credit. It is not a contract.

ACRES U.S. A.: Just for the sake of argument, would you set up, for me, in as good a narrative as you can, the defense that the farmer has? Let me give you a hypothetical situation. This farmer purchased some land. He now has some sort of title on it. He went to the bank and he borrowed some money because he wasn't making enough, and he had been promised the land values would be increasing. So consequently he was able to borrow money to keep on farming, to grow more so he could sell it for less and lose money. And it finally came to a terminal point because the land values have dropped. So the bank says: You don't have the collateral you had last year. I guess I'm going to have to foreclose on you. [169]

LANDI: My first question! What does the bank call as collateral'?

ACRES U.S.A.: The land, the building and the cows.

LANDI: Okay, now let me explain something to you. I don't know how it is in much of the country, but I'm pretty sure its the same as in California, because property, real estate law, is no more screwed up in the whole country than in California. If you look at your tax bill I'm sure even in your state you will see that the land is assessed at one amount and the improvements at another amount. I attribute that to, my background information as, being an Assistant Deputy Tax Collector. I know the difference. So, there is a difference between land and its improvements. If you look on the title insurance of the American Land Title Assurance Association standard forms uniform forms abbreviated ALTA you'll see that the title company insures absolutely nothing but the land! Four little letters

L-A-N-D. I looked and searched those insurance policies. They will not insure anything. All they insure is good title. And, on those grounds, the bank has given the farmer a loan. Basically, the title insurance company is at fault. They did not search that title back far enough to its original source to see who owned that land.

ACRES U.S.A.: Okay, and it came to the United States by treaty.

LANDI: Right. But the bank can make no claim on that. No one can make any claims on that land with a federal land patent on it, unless he brought up that claim during the patent proceedings in 1851 under that two year statute of limitations. [170]

ACRES U.S.A.: What about that Mexican family that owned land in New Mexico? Suddenly, that family found itself in the United States. The title that came into the United States would be secure under treaty, wouldn't it?

LANDI: Absolutely! No question about it.

ACRES U.S. A.: But the land that no biological person had laid claim to was just wilderness, claimed by Mexico. That land ceded to the United States by the Treaty of Guadalupe Hidalgo. Then the government patented it over to somebody - a soldier, perhaps! You're saying, that this land, to that man, and to his heirs and assigns is secure forever?

LANDI: Forever,

ACRES U.S.A: So now we've arrived to 1984, and this farmer, who has

that piece of land, orginally patented to some, is being foreclosed, and they haul him into court. They've got maybe 50 heartbreakers out in the yard to seize his equipment and to take him off in cuffs if he resists. And they go in front of a judge and the judge hands it over to the John Hancock Insurance Company or some bank, or whatever. What is the defense? What can this man do?

LANDI: I think the problem that you're having out there right now is getting the patent recognized in court. [171]

ACRES U.S. A.: Right. Nobody will listen.

LANDI: You must record a certified copy with the recorder or register of deeds.

ACRES U.S.A.: In other words, you get this original information, put it on the appropriate document, and then have it recorded in the courthouse. What does that do?

LANDI: There is a copyrighted form that has all the stare decisis* case law. No one can attack a federal land patent. *To abide by, adhere to, decides cases.

ACRES U.S.A. Yes, but they recruit the heartbreakers and come out. A judge has told them to throw you out. What does this rancer do?

LANDI- Number one, you tell the court it doesn't have jurisdiction over

federal land patents.

ACRES U.S.A. And he ignores that. He says, objection overruled!

LANDI: Say, fine. I'm going to appeal it.

ACRES U.S.A.: Where do you appeal it? [172]

LANDI: You appeal it right then and there, I don't know if you have what is called a demurrer, a declaratory plea. You bring that up. In California a declaratory plea is called a demurrer. It's attacking the legal proficiency of the plainfiff's pleading. As a defendant, you can attack that and you can say right off, the court does not have jurisdiction over this federal patent. This is a state court! This is a federal land patent, Case law says; state or federal courts cannot touch land patents. You don't have jurisdiction. You can't rule on it. Boom, it's finished! It's over! If you say, No I'm going to appeal it to the highest court in the state, even the highest court in the land. I don't know of any court that will foreclose on a property without some kind of notice to the farmer that a court proceeding is taking place, or in the alternative, the farmers don't know what to do when the default notice comes that the farm is going up for sale. I am dealing with residential foreclosures presently, including those under FNMA (Fannie Mae) and FHLMC (Freddie Mac) both and all of which come under Title 42 USCS "Banks and Banking". I am presently researching these federal mortgages, and fighting some with federal land patents. Farmers cannot be lawyers, and lawyers cannot be farmers, there's no question. But someone should be able to tell the farmers what signs to watch for and when to take action before the action hits them. I suspect that the only problem the farmers are having with the courts is purely procedural. I have seen my share of dishonest judges but, I have also learned how to force there hand in court, on the record

ACRES U.S.A.: OK, can you walk us through the procedure?

LANDI: After recording the land patent, the important thing is to know the law of the treaty that covers your state. Every protection a farmer needs is in that treaty and the judge knows that the by [173] Supreme Law of the Land, he cannot touch or have any jurisdiction over it. When the banks are faced with the fact that the court has no jurisdiction over their foreclosure action due to a federal land patent recorded on the property, and treaty law preempts state and/or federal law, the court will make a mistake of ruling against the farmer, which in itself, is good, because now you can appeal and buy more time to keep the bank at arms length. I would want to look at a court file, to see what really went wrong, and how. If a defendant is not responding, or if he is responding, then he doesn't his appeal rights. Any case on federal patent could end up in the U.S. Supreme Court just as Summa did in California. Appeals are all done on paper. No court appearances. Everything on appeal is done in writing, as there are no oral arguments allowed. [Wis. Stat. 407. 103 + 401. 201]

ACRES U.S.A.: What about those who have lost their farms?

LANDI: As to those who have already lost their farm, my position is that, whoever the bank conned into buying the foreclosed farm, has bought a farm without warranty or guarantee of clear title. Look at the fine print in a trustee deed sale notice. IRS does the same thing! IRS sells foreclosed property with that particular statement! So, no guarantee goes with purchase of foreclosed lands, except, that you put a federal land patent on it. I would have no compunction about even IRS auctioning off my land because, as long as I have the patent recorded, on it, then I can challentye the new buyer that IRS didn't guarantee clear title, and that I still own my land. Therefore, if I were the new buyer, I would tell IRS, I want my money back for fraud for not telling me that there was a federal land patent on the

land, that I can't fight to get off my land. Incidently, even IRS cannot supersede federal treaty law or the provisions of any treaty of this country. [174]

ACRES U.S.A.: How do you handle the matter of non-real property seizures?

LANDI: We told the banks that, my federal land patent granted land only, and that is all I am claiming is land. If they have a lien against something on my land, then please get it off- but don't trespass in the process not on my land I have offered banks to take their buildings away, board by board, just let me know, otherwise, they will be trespassing. Farm equipment cannot be seized on federally patented land without trespassing. They must have a court order! And if someone is not defending, in court, against a court order, on grounds of jurisdiction and statue of limitations, someone needs help, but not from a lawyer, unless the lawyer is totally dedicated. Let me tell you about a case up in Oregon. This is heresy on my part, but I can report what I learned from sources I believe to be sound. A landowner up in Oregon was foreclosed on by the bank. The court wouldn't listen to his arguments. So. a federal land patent was laid on that property. By that time the bank had foreclosed. The Sheriff sale had been held. Now, he went back into court and he said: That sale is illegal. The state had no jurisdiction over the federal land patent and the court said, oh really? Where's your proof? How do I know this land patent, that you're talking about, did not come under my jurisdiction? How do I know it is correct? The land owner said, Well It's certified! I will bring a witness out from the Bureau of Land Management, and he will testify and witness that this is an exact duplicate of the original document which is admissible, as evidence, in the state court. And that is precisely what they did. They brought in the Chief of Records, as a witness, to testify that the document was true, and certified, and was absolutely correct. It could not he changed under any circumstances, by any court. [175]

ACRES U.S.A. So, what happened'?

LANDI- The judge dismissed the case and said, you are absolutely right. You own the land. You have perfect title to it. You traced it to its original source. You own the land!

ACRES U.S.A.: But in the mean time they have carted a farmer's cattle, as they did in Illinois.

LANDI: He has to bring suit for trespass.

ACRES U.S.A.: OK, now where does he bring this suit?

LANDI: He brings it right to state court. This is what happened. The landowner sued the bank for trespassing. He Won! You see, this man could sue the bank. He could sue the judge for involving himself in a case in which he did not have jurisdiction.

ACRES U.S. A.: For now, what do we do? Step by step.

LANDI: What you do is build a sandwich. You've got your federal land patent on the bottom. You got that certified at the Bureau of Land Management. You have to ask for it. The bureau of Land Management, I believe, will charge a dollar or so to certify. If you don't want it, they wont do it, and you don't pay. It's part [176] of their service. It must be certified! That's the first layer of the sandwich. That makes it admissible evidence in the state court.

ACRES U.S.A.: What's the next layer?

LANDI: The next piece of paper is your declaration, Number three, the top of the sandwich, will be your ordinary deed, whatever it is you call it in your state. You can grant it to yourself. It could almost he a simple thing, such as a will. Those are the three pieces of paper. Now you waltz up to the courthouse and say, I want this stuff a matter of record and I want to know where you record this. And they give you the reference of where they recorded it. Always take an extra COPY to the recorder and say, Would you endorse a copy for me? And of course, they will send the original back to you with a book and a page number on it.

ACRES U.S.A.: Do all of these pieces of paper have to be certified?

LANDI: No. Just the federal land patent. If you have a certified document that purports to be a lost or destroyed piece of paper, and someone certifies it as true and correct copy, this is admissible as evidence in a court.

ACRES U.S. A.: Thousands of people are asking for a copy of the land patent covering their acres. But the problem is, it seems to bog down at that point. They get into court and they get clobbered something awful. Either they don't know the procedure or what issue to bring, in what way, at what [177] time, in what court.

LANDI: If you don't know how to go into court, you're in the position of the fellow who goes into farming without knowing a tractor from a disc. The law won't protect you if you don't know how to use it. [178]

HOW ... WHERE ... TO OBTAIN CERTIFIED FEDERAL LAND PATENT (FLP)

FARM PROPERTY: Send Certified Legal Description of Property (from the County Treasurer or, Register of Deeds, and Town, Plat Map (from Register of Deeds or County Recorder) then circle your Property(s) on Plat Map(s) ... Your Property(s) may be in one or more Sections and/or Counties. (1 FLP per land Parcel) Be sure to request CERTIFIED COPY of FLP.

Record FLP + Declaration of Land Patent + Deed. If desk clerk refuses to file ... use procedure outlined above by Paul Tomas. Clerk is bonded to perform "ministerial duties"... NOT "Judicial".

Certified FLP supersedes ALL CLAIMS. Bank must prove Title to land per #25 p.4. ALTA insures only "good title" per #32 p.5. Bank claims ceased March 3, 1893 - FOREVER BARRED per #12-14 pgs.2&3.

ALL STATE COURTS LACK JURISDICTION OVER FEDERAL LAND PATENTS

issued per

TREATY LAW = Superior Status can NOT be overruled ... even by U.S. Supreme Court! (See A on the Treaty Power, p. 1)

CITY PROPERTY: Can also be "patented" ... obtain Range and Township Numbers from City Engineer + total Certified Legal Description of lot/Property (obtain FLP as above) ... Record with a Declaration of Land Patent + Certified FLP + Declaration of Homestead attached and marked "Exhibit A & B"...on Declaration of, Land Patent write: "Attached hereto are Exhibits A & B". Register of Deeds or County Recorder then Records in "Real Estate" file. [179]

CONTACT: FAMILY FARM PRESERVATION, Box 2587, Hwy. M, Tigerton, Wis. 54486.

PROPERTY OWNERS RECEIVE DEEDS TO ANGELS LAND

ANGELS CAMP. The first of local property owners who for decades have been paying taxes on land actually owned by the federal government were to receive title to their property last night.

At the City Council meeting, the five landowners were to receive quitclaim deeds from the city and the federal government, which until recently was the rightful owner of the land.

The parcels in question were created when old mines, with federally owned claims, were gradually worked out and broken up for sale.

Mine owners apparently never went through the formality of patenting the land before they sold it. The buyers built homes on the land and paid taxes on it.

The problem came to light, some three years ago, when a local surveyor, trying to determine title for a land division he had surveyed, found out the property still was federally owned and under jurisdiction of the Federal Bureau of land Management.

BLM officials agreed to cooperate to make sure the land became the

legal property of those who had purchased it from the mines, however, an Act of Congress was necessaq to clear the way. [180]

Congressman Norm Shumway introduced the necessary legislation and it was passed by Congress last year.

The legislation turned title of the land over to the City of Angels Camp, which in turn is issuing quit-claim deeds to the property owners.

A total of about 80 acres involving 20 plots of land are involved.

From the Calaveras (California) Enterprise. [181]

THE UNITED STATES OF AMERICA

A Republic Under God

To all to whom these presents shall come, Greeting:

LAND PATENTS, EJECTMENTS, AND ESTOPPEL

1. In case of ejectment, where the quesfion is who has the legal title, the patent of the government is unassailable. Sanford v Sanford, 139 US 642.

2. The transfer of legal title (patent) to public domain gives the transferee the right to possess and enjoy the land transferred. Gibson v Chouteau, 80 US 92.

3. A patent for land is the highest evidence of title and is conclusive as

against the government and all claiming under junior patents or titles. United States v Stone, 2 Us 525.

4. The presumption being that it (patent) is valid and passes the legal title. Minter v Crommelin, 18 US 87.

5. Estoppal has been sustained as against a municipal corporation (county). Beadle v Smyser, 209 US 393.

6. A court of law will not uphold or enforce an equitable title to land as a defense to an action of ejectment. Johnson v. Christian, 128 Us 374: Doe v Aiken, 31 FED. 393.

7. When congress has prescribed the conditions upon which portions of the public domain may be alienated (to convey, to transfer), and has provided that upon the fulfillment of the conditions the United States shall issue a patent to the purchaser, then such land is not taxable by a state. Sargent v Herrick & Stevens, 221 Us 404: Northern P,R. Co. v Trail County , 115 US 600.

8. The patent alone passes land from the United States to the grantee and nothing passes a perfect title to public lands but a patent. Wilcox v Jackson, 13 Peter (US) 498.

9. Patents and other evidences of title from the UNited States government are not controlled by state recording laws and shall be effective, as against subsequent purchasers, only from the time of their record in the county. Lomax v. Pickeriniz, 173 US 26.

10. In federal courts the patent is held to be the foundation of title at law. Fenn v Holmes, 21 Howard 481.

11. Congress has the sole power to declare the dignity and effect of titles emanating from the United States and the whole legislation of the government, in reference to the public lands, declare the patent to be the superior and conclusive evidence of the legal tide. Until it issues, the fee is in the [183] government, which by the patent passes to the grantee, and he is entitled to enforce the possession in ejectment. Bagnell v. Broderick. 13 Peter (US) 436.

12. In ejectment the legal title must prevail, and a patent of the United States to public lands pass that title; it can not be assailed collaterally on the ground that false and perjured testimony was used to secure it. Steel v St. Louis Smelting and Refining Co., 106 US 417.

13. A patent certificate, or patent issued, or confirmation made to an original grantee or his legal representatives of the grantee or assignee by contract, as well as by law, Hogan v Pace, 69 US 605.

14. In federal courts, the rule that ejectment cannot be maintained on a mere equitable title is strictly enforced, so that ejectment cannot be maintained on a mere entry made with a register and receiver, but only on the patent, since the certificates of the officers of the land department vest in the locator only equitable title. This rule prevails in the federal courts even when the statute of the state in which the suit is brought provides that a receipt from the local land office is sufficient proof of title to support the action. Langdon v Sherwood, 124 U.S. 74: Carter v Ruddy, 166 US 493.

15. The plaintiff in ejectment must in all cases prove the legal title to the premises in himself, at the time of the demise laid in the declaration, and evidence of an equitable title will not be sufficient for a recovery.

The practice of allowing ejectments to be maintained in state courts upon equitable titles cannot effect the jurisdiction of the courts of the United States. Fenn v Holme, 21 Howard 481. [184]

16. Under USCA Constitution, Article 4, section 3, clause 2, Congress, in exercise of its discretion in disposal of public lands, had power, by this section, to restrict alienation of homestead lands after conveyance by United states in fee simple, by providing no, such lands shall become liable to satisfaction of debts contracted prior to issuance of patent. Ruddy v Rossi, (1918) 248 US 104.

17. Patents are tied to the Bible, in Genesis 47 by way of the word assigned in italicized print. Also note in later verses the beginning of sharecropping. BC 1701.

18. The right to the ownership of property and to contract with respect of its use is unalienable. Golding v Schubac, 93 U.S. 32: Seville v C I , 46 U.S. 495.

19. Parties in possession of real property have the fight to stand on their possessions until compelled to yield to the rule title determined by trial by jury. 47 Am. Jur. 2d 45.

20. Giving a note does not constitute payment. Echart v Commissioners, C.C.A. 42 F2d 158; 283 U. S. 140.

21. Actual or threatened exercise of power over the property of another is coercion and duress which will render the payment involuntary. Cleveland v Smith, 132 US 318.

22. Property value means the price the property will command in the market, or its equivalent in lawful money. PeQple v Hines, 89 P. 858, 5 Cal. App. 122 [185]

23. Neither a town nor its officers have any right to appropriate or interfere with private property. Mitchell v City of Rockland, 45 Me. 496.

24. A state may provide for the collection of taxes in gold and silver only. State Treasurer v Wright, 28 Ill. 509: Whitaker v Haley, 2 Ore. 128.

25. Taxes lawfully assessed, are collectible by agents in money and notes, cannot be accepted in payment. Town of Frankfort v Waldo, 128 Me. 1.

26. There must he strict compliance with statutory requirements to divest property owners of their property titles for non payment of taxes. McCarthy v Greenlawn Cem., 158 Me. 388.

27. At common law there was no tax lien. Cassidy v Aroostook, 134 Me. 34.

28. A tax on real estate to one not the owner is not valid. Barker v Blake,

36 Me. 1. [186]

LAND PATENT STOPS BIDDING AT SHERIFF SALE

In a recent case, Robert Deardorff of Indianapolis, Ind. had filed a DECLARATION OF LAND PATENT with a certified copy of the original patent. In a Sheriff s Sale, which took place last August, Mr. Deardorff and and a witness went to the Sheriffs Sale and met with the sheriff. He had previously warned the sheriff that if he went ahead with the Sheriff s Sale, he would go to the U.S. Attorney and swear out a warrant for his arrest for Criminal Trespass on his Land Patent. However, the sheriff's counsel advised him to go ahead with the Sheriff's Sale anyway. So, on the day of the sale and while he and a witness were in the sheriff's office, he called the Federal Clerk of Courts and told him what was happening.

The Federal Court Clerk, told Mr. Deardorf that, if the sheriff went ahead and sold the property, with a Land Patent on it, that inside of three days, there would be a U.S. Marshall there to arrest the sheriff. Mr. Deardorf then told the sheriff this, word for word.

Later, at the sale, the sheriff told the bidders, including the bank's attorney, that there was a Land Patent on the property and that if they bought it, they could never be able to get a clear title and would never be able to get a loan on the land. As a result. no one bid. Under Indiana Law, when no bids are placed on a property, the property reverts back to the owner after 4 p.m. the same day. No new Sheriff's Sale was ever scheduled and there is no pending action of any kind in the courts. (Robert Deardorff, 7002 N. Graham Rd., #128 Indianapolis, IN. 46220; Phone (317) 325-2505). [187]

PROCEDURE TO FOLLOW IN THE ENFORCEMENT OF A UNITED STATES

LAND PATENT OR LAND GRANT

Instructions to give the Sheriff, Judge, County Attorney and Bidders of your property. Present all concerned parties with a copy of your Certified Land Patent and declaration of Land Patent.

1. The Land Patent, issued by the Bureau of Land Management, Department of the Interior, of the United States Government; is the highest and best Title at Law. The holder of a Declaration of Land Patent, as an Assign, is the absolute owner of the property as described on that Patent. No court in the United States can change a Declaration of Land Patent, without the express permission of the holder of that patent. A Declaration of Land Patent being the highest Title at Law is superior to any other type of deed. Included, in this in a "Warranty Deed" and "Sheriff's Deed". Once a Declaration of Land Patent is in place and duly recorded it cannot be removed.

2. The only authority responsible to the holder of a Declaration of Land Patent is the United States Government. A Patent cannot be violated or transferred without the permission of the Assign. Enforcement of a Patent must come from the United States Government.

3. Should a Declaration of Land Patent be violated. It is the responsibility of the Assign's to file charges with the Justice Department of the United States Government. Specifically, the Attorney General. Criminal Trespass Charges, Civil Charges and Charges for Fraud should be included in your Statement of Charges. This being in violation of a United States (Federal) patent. [188]

4. The Sheriff should be notified before the sale, but near the time the sale is to start, he must notify each and every bidder of the following:

A. The Declaration of Land Patent is the Highest and Best Title at Law.

B. Once this sale is complete, the property can never be resold.

C. A Warranty Deed, can never be drafted on this property. The buyer or successful bidder of the property will not be able to borrow or get a mortgage against the land.

D. Title insurance cannot be obtained for this property.

E. The Declaration of Land Patent "CLOUDS" title to the land forever.

F. The successful bidder of the property will not get possession of the property.

G. The Declaration of Land Patent stops ejectment.

H. A "Sheriffs Deed" or other type of document transfer shall be proof of fraud. The notification that a Patent exists before.the transfer shall be sufficient for this charge. [189]

I. Criminal Trespass, Civil and charges for Fraud will be filed against the successful bidder and all those who took a part in the forced transfer of the property. The notification that a Patent existed before the transfer shall be sufficient for the charges stated.

J. Obtain a certified copy of the "Deed of Transfer" or "Sheriff s Deed. Proof of the charges stated will be necessary for the Attomey General.

K. Mortgage or lending institutions may bid the existing mortgage or lien. This shall not be sufficient notice for fraud. The transfer of the property to a second person or persons in the form of that stated above is what will be necessary to obtain. Bidding of mortgage or lien is not sufficient and cannot cancel a Declaration of Land Patent. While a "No Bid" is better-for a lending concern to bid the existing lien is a formality and is not powerful enough to overcome a Patent.

L. The holder of a land patent, which has been certified. The filing of a

Declaration of Land Patent shall present to the holder all of the rights and privileges forever. This is stated an the front of the Certified copy of the Land Patent, which was obtained through the Bureau of land management, Department of the Interior of the United states of America. [190]

QUESTIONS AND ANSWERS

Q: Why send the Bureau of Land Management $20.?

A: This is the approximate cost for most land patents. This includes $4.25 for the patent plus a search fee. A copy of the County Plat Map where you circle the part you want them to find the patent on makes the search job easier. In your letter, be sure to ask for a Certified copy of the Land Patent. You should receive it in 4 to 6 weeks. (Note: if you need the land patent faster, like in a week or so, contact Luther Bartrug, 2708 Fenholloway Drive, Mechanicsville, VA. 231 1 1. Phone (804)746-1074)

Q: Where can I obtain a brief on Land Patents?

A: Writ to Acres U.S.A. Box 9547, Kansas City, Mo. 64133. Ask for the Land Patent Brief by S. J. Stewart. Cost is $25.

Q: Is there another way to update a land Patent in my name other than filing a Declaration of Land Patent?

A: Yes. In some parts of the country, Court Clerks are refusing to file Declaration of Land Patents even though they will file a copy of the Land Patent itself. Here is what you do. First, file the Certified Copy of the Land Patents by itself. Then fill out a Quit Claim Deed (available from, local book stores or Title Companies) and name yourself as the first and the second party in [191] the deed. After filing in the legal description of your property, add the following language in the Quit Claim Deed: "The first party to this

deed, (name) grants and deeds to the second party (name), with all rights, privileges and immunities, Land Patent # per the above legal description and updates the Land Patent in the second party(s) name and to his heirs and assigns forever." (Note: a variation of the above when two people own a property is for one to file ... the land patent and then file a Quit Claim Deed and assign the Land Patent to the,second party.

Example, a wife filing a Quit Claim Deed to her husband and in it assigning her interest in the Land Patent to her husband. Once this is filed, the Land Patent is updated in her husbands name).[192]

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UNITED STATES DEPARTMENT OF THE INTERIOR REGIONAL OFFICES

Here are the offices that can issue a Land Patent if provided with the legal description of your property.

ALASKA:

United States Department of the Interior

Bureau of Land Management

Anchorage Federal Office Building

701 "C" Street, Box 13

Anchorage, Alaska 99513

ARIZONA:

United States Department of the Interior

Bureau of Land Management

3707 N. 7th. Street

P.O. Box 16563

Phoenix, Arizona 85011

CALIFORNIA:

United States Department of the Interior

Bureau of land Management

Federal Office Building

2800 Cottage Way, Rm. E-2841

Sacramento, California 95825

COLORADO (KANSAS):

United States Department of the Inten@or

Bureau of Land Management

1037 20th Street

Denver, Colorado 80202

IDAHO:

United States Department of the Inten*or

Bureau of Land Management

Federal Building

550 West Fort Street

P.O. Box 042

Boise, Idaho 83724

MONTANA (NORTH DAKOTA, SOUTH DAKOTA):

United States Department of the Interior

Bureau of Land Management

Granite Tower

222 North 32nd Street P.O.Box 30157

Billings, Montana 59107

NEVADA:

United States Department of the Interior

Bureau of Land Management

Federal Building, RO()m 3008

300 Booth Street P.O. Box 12000

Reno, Nevada 89520

NEW MEXICO (Oklahoma):

United States Department of the Interior

Bureau of Land Management

Joseph M. Montoya Federal Bldg.

South Federal Place

P.O.Box 1449

Santa Fe, New Mexico 87501

OREGON (WASHINGTON)

United States Department of the Interior

Bureau of Land Management

825 N.E. Multnomah Street, P.O. Box 2965

Portland, Oregon, 97208

UTAH:

United States Department of the Interior

Bureau of Land Management

University Club Building

136 East South Temple

Salt Lake City, Utah, 84111

WYOMING (NEBRASKA)

United States Department of the Interior

Bureau of Land Management

2515 Warren Avenue

P.O. Box 1828

Cheyenne, Wyoming, 82003

ALL OTHER STATES

United States Department of the Interior

Bureau of Land Management

Eastern States Office

350 South Pickett Street

Alexandria, Virginia, 22304.

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