



RULES OF CIVIL EXCHANGE

WORKING DRAFT; NOT LEGAL ADVICE

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PREAMBLE

Common Law procedures were based on the opportunity “to face your accuser or the injured party” in front of witnesses to sort out the problem directly. This process was never intended to include “lawyers, attorneys or judges construing their own law”, as these “titles” are all based upon the fiction of “representation” which can never “be the real thing”.

Chapter 1 – Definitions

1. Evidence

1. One or more items; of
2. Information related to the nature and cause; of
3. An affirmation.

2. Party

1. A number of beings;
2. United in opinion or action.

3. Controversy

1. A dispute;
2. Arising between;
3. One or more parties.

4. Court

1. A proceeding brought by one or more parties;
2. Addressed to one or more parties;
3. With intent to resolve controversy;
4. Before witnesses;
5. According to a mutually disclosed set of conditions, and evidence;
6. Optionally coupled with an impartial staff;
7. Consisting of judge, jury, and clerk of the court.

5. Sovereign Court

1. A court operating under seal;
2. With an official record.

6. Specialty Court

1. A court with or without a seal;
2. Proceeding with no official record.

7. Affirmation

1. Sworn statement declaring:
 1. Injury – Damage to a right, security, or interest; or
 2. Breach – Trespass to a right, security, or interest protected by an agreement; or
 3. Infraction – Prohibited conduct by official party rules.

8. Remedy

1. Legal Tender or;

2. Property or;
3. Specific Performance;
4. Optimally coupled with estimated cash value.

9. **Proscription**

1. An instrument expressing rules; which
2. Determine when remedies are to be applied; how
3. Remedies are to be applied; and
4. In some cases to what degree they are applied.

10. **Charge**

1. An affirmation;
2. Coupled with a Remedy.

11. **Discharge**

1. The performance of an obligation.

12. **Due Process**

1. Proceeding without negligence or abandon; in
2. Accordance with all applicable laws, customs and statutes; see also
3. Presentment.

13. **Presentment**

1. An enumeration of charges;
2. Directed at one or more respondents for discharge; see also
3. Due Process.

14. **Pledge**

1. An initial presentment; of
2. Recorded delivery by acknowledgment;
3. Coupled with conditional terms; for
4. Dishonor of first presentment.

15. **Abutment**

1. An opening statement;
2. Giving rationale to any form of acceptance [Honor, or Dishonor].

16. **Term**

1. A condition;
2. Placed upon a charge.

17. **Recourse**

1. A change in course.

18. Resolution

1. An abutment;
2. Coupled with one or more terms.

19. Honor

1. Acceptance

1. Generally

1. An undertaking of;
2. One or more rights, obligations, or duties.

2. Unconditional

1. An acceptance;
2. Without recourse.

3. Conditional

1. An acceptance attaching a resolution; or
2. One or more terms upon a charge; which
3. Must be honored on presentment; to the
4. Concerned party.

20. Dishonor

1. Default

1. Any response; to a
2. Charge that does not result in honor.

2. Frustration of Honor

1. Any pledge, charge, or presentment;
2. Designed to commit frustration of intent upon the court.

21. Law

1. Publicly and privately held terms of decorum;
2. Established upon precedent; which upon
3. Breach by a party gives warrant; for
4. Apprehension or remedy.

22. Statute

1. Proprietary terms of decorum;
2. Established upon process; which upon
3. Breach by a subject gives warrant; for
4. Apprehension or remedy.

23. Warrant

1. An authorization; for

2. Otherwise, prohibited conduct.

24. Civil

1. Private party decorum.

25. Right

1. A state of being correct; and or
2. A direction.

26. Wrong

1. A state of being incorrect;

27. Innocent

28. Guilty

29. Negligent

30. Truth

31. Lie

32. Assume

33. Presume

34. Jurisdiction

35. Venue

36. Sovereign

37. Proceeding

38. Public

39. Private

40. Property

41. Trespass

42. Domestic

43. Servant

44. Master

45. Declaration

46. Treason

47. Conspire

48. Fraud

49. Commerce

50. Accord

51. Satisfaction

52. Contract

53. Tribunal

- 54. **Barter**
- 55. **License**
- 56. **Seal**
- 57. **Clerk**
- 58. **Debt**
- 59. **Credit**
- 60. **Loan**
- 61. **Gift**
- 62. **Money**
- 63. **Currency**
- 64. **Decorum**
- 65. **Charter**
- 66. **Exchange**
- 67. **Bill**
- 68. **Bond**
- 69. **Promise**
- 70. **Secretary**
- 71. **Trust**
- 72. **Treasurer**
- 73. **Office**
- 74. **Post**
- 75. **Instrument**
- 76. **Order**
- 77. **Command**
- 78. **Arrest**
- 79. **Prison**
- 80. **Jail**
- 81. **Trial**
- 82. **Hearing**
- 83. **Incentive**
- 84. **Guarantee**
- 85. **Warranty**
- 86. **Sheriff**
- 87. **Deputy**
- 88. **Agency**

89. **Agent**

90. **Doctrine**

91. **Case**

92. **Fact**

93. **Fiction**

CHAPTER 2 – SOVEREIGN CHARTERS OF LAW

There are ten essential maxims or precepts in commercial law.

1. WORKMAN IS WORTHY OF HIS HIRE. The first of these is expressed in Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10:7; II Tim. 2:6. Legal maxim: "It is against equity for freemen not to have the free disposal of their own property."

2. The second maxim is "Equality before the law" or more precisely, **ALL ARE EQUAL UNDER THE LAW.** (God's Law - Moral and Natural Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1:17, 19:21; Mat. 22:36-40; Luke 10:17; Col. 3:25. "No one is above the law". This is founded on both Natural and Moral law and is binding on everyone. For someone to say , or acts as though, he is "above the law" is insane. This is the major insanity in the world today. Man continues to live, act, believe, and form systems, organizations, governments, laws and processes which presume to be able to supercede or abrogate Natural or Moral Law. But, under commercial law, Natural and Moral Law are binding on everyone, and no one can escape it. Commerce, by the law of nations, ought to be common, and not to be converted into a monopoly and the private gain of the few.

3. This one is one of the most comforting maxims one could have, and your foundation for your peace-of-mind and your security and your capacity to win and triumph -- to get your remedy -- in this business. **IN COMMERCE TRUTH IS SOVEREIGN.** (Exodus 20:16; Ps. 117:2; John 8:32; II Cor. 13:8). Truth is sovereign -- and the Sovereign tells only the truth. *Your word is your bond.* If truth were not sovereign in commerce, i.e., all human action and inter-relations, there would be no basis for anything. No basis for law and order, no basis no accountability, there would be no standards, no capacity to resolve anything. It would mean "anything goes", "each man for himself", and "nothing matters". That's worse than the law of the jungle. Commerce. "To lie is to go against the mind". Oriental proverb: "Of all that is good, sublimity is supreme."

4. TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. (Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12). An affidavit is your solemn expression of your truth. In commerce, an affidavit must be accompanied and must underlay and form the foundation for any commercial transaction whatsoever. There can be no valid commercial transaction without someone putting their neck on the line and stated, "this is true, correct, complete and not meant to mislead." When you issue an affidavit, it is a two edged sword; it cuts both ways. Someone has to take responsibility for saying that it is a real situation. It can be called a true bill, as they say in the Grand Jury. When you issue an affidavit in commerce you get the power of an affidavit. You also incur the liability, because this has to be a situation where other people might be adversely affected by it. Things change by your affidavit, in which are going to affect people's lives. If what you say in your affidavit is, in fact, not true, then those who are adversely affected can come back at you with justifiable recourse because you lied. You have told a lie as if it were the truth. People depend on your affidavit and then they have lost because you lied.

5. AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE. (12 Pet. 1:25; Heb. 6:13-15;) Claims made in your affidavit, if not rebutted, emerge as the truth of the matter. Legal Maxim: "He who does deny, admits."

6. AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGMENT IN COMMERCE. (Heb. 6:16-17;). There is nothing left to resolve. Any proceeding in a court, tribunal, or arbitration forum consists of a contest, or duel, of commercial affidavits wherein the points remaining unrebutted in the end stand as truth and matters to which the judgment of the law is applied.

7. IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE EXPRESSED. (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). No one is a mind reader. You have to put your position out there, you have to state what the issue is, to have someone to talk about and resolve. Legal Maxim: "He who fails to assert his rights has none.)

8. The primary users of commercial law and those who best understand and codified it in Western Civilization are the Jews. This is Mosaic Law they have had for more than 3500 years past which is based upon Babylonian commerce. This one is: **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.** (Book of Job; Mat. 10:22; This means that an affidavit which is unrebutted point for point stands as "truth in commerce" because it hasn't been rebutted and has left the battlefield. Governments allegedly exist to resolve disputes, conflicts and truth. Governments allegedly exist to be substitutes for the dueling field and the battlefield for so disputes, conflicts of affidavits of truth are resolved peaceably, reasonably instead of by violence. So people can take their disputes into court and have them all opened up and resolved, instead of going out and marching ten paces and turning to kill or injure. Legal Maxim: "He who does not repel a wrong when he can, occasions it".

8. SACRIFICE IS THE MEASURE OF CREDIBILITY (NO WILLINGNESS TO SACRIFICE = NO LIABILITY, RESPONSIBILITY, AUTHORITY OR MEASURE OF CONVICTION). Nothing ventured nothing gained. A person must put himself on the line assume a position, take a stand, as regards the matter at hand. and One cannot realize the potential gain without also exposing himself to the potential of loss. (One who is not damaged, put at risk, or willing to swear an oath on his commercial liability to claim authority) (Acts 7, life/death of Stephen). for the truth of his statements and legitimacy of his actions has no basis to assert claims or charges and forfeits all credibility and right Legal Maxim: "He who bears the burden ought also to derive the benefit".

9. SATISFACTION OF A LIEN. In commerce a lien or claim can be satisfied in any one of three ways. (Gen. 2-3; Mat. 4; Revelation.).

- By someone rebutting your affidavit, with another affidavit of his own, point by point, until the matter is resolved as to whose is correct, in case of non-resolution.
- You convene a Sheriff's common law jury, based on the Seventh Amendment, concerning a dispute involving a claim of more than \$20. Or, you can use three disinterested parties to make judgment.
- The only other way to satisfy a lien is to pay it.

Legal Maxim: "if the plaintiff does not prove his case, the defendant is absolved".

10. So, the tenth maxim of law is: A LIEN OR CLAIM CAN BE SATISFIED ONLY THROUGH REBUTTABLE BY AFFIDAVIT POINT BY POINT, RESOLUTION BY

JURY, OR PAYMENT.

Commercial Law is non-judicial. This is pre-judicial (not prejudice). This is timeless. This is the base, the foundation beneath which any government or any of their court systems can possibly exist or function.

That means what the courts are doing, and what all governments are ultimately adjudicating and making rules about, are these basic rules of Commercial Law. When you go into court and place your hand on the Bible you say, "I swear the truth, the whole truth, and nothing but the truth . . ." you have just sworn a Commercial Affidavit.

It's the conflict between Commercial Affidavits of Truth that gives the court something to talk about, that forms the entire basis of its action, and its being there , in their venue. Hence, one of the reasons attorneys always create controversy.

No court and no judge can overturn or disregard or abrogate somebody's Affidavit of Truth. The only one who has any capacity or right or responsibility or knowledge to rebut your Affidavit of Truth is the one who is adversely affected by it. It's his job, his right, his responsibility to speak for himself. To issue his own affidavit because no one can speak it for him. No one else can know what your truth is or has the free-will responsibility to state it. This is YOUR job.

CHAPTER 3 – RECORDS

CHAPTER 4 – RULES OF POST

CHAPTER 5 – DUE PROCESS

NOTE: THESE ARE EVIDENCES, NOT REQUIREMENTS

1. An unbiased proceeding.
2. Notice of the proposed action and the grounds asserted for it.
3. Opportunity to present reasons why the proposed action should not be taken.
4. The right to present evidence, including the right to call witnesses.
5. The right to know opposing evidence.
6. The right to cross-examine adverse witnesses.
7. A decision based exclusively on the evidence presented.
8. Opportunity to be represented by counsel.
9. Requirement that the tribunal prepare a record of the evidence presented.
10. Requirement that the tribunal prepare written findings of fact and reasons for its decision.

[Source](#)

CHAPTER 6 – COURT PROCESS

How we proceed

CHAPTER 7 – APPEAL PROCESS

Remedies for remedies

CHAPTER 8 – REMEDY ENFORCEMENT

Methods of recovery

CHAPTER 9 – STATUTES OF PUBLIC SERVICE

This chapter shall be an enumeration of various translations and adaptations of existing statutes with references and reasonings if applicable.

1. Courtesy
2. Honor
3. Dignity
4. Conflict

1. Conflict of interest
2. Conflict of duty
3. Conflict of power

CHAPTER 10 – ABRIGED COMMON LAW ENCYCLOPEDIA

Please participate in the administration of a “common and more perfect union” with any constructive warrants on this decorum. This offer is good until 11/19/2015.



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