

3 BACKGROUND

We live under Maritime Law. Maritime Law is contract law. There is public side and a private side. The original contract is a private matter between two parties. The public side is where the government and the courts, the “people”, enter into the equation. Under Maritime Law, none of the standard “constitutional” or validity of the law arguments are applicable. The courts don’t rule on crimes. Courts can only hear controversy over damages. In order for the court to take jurisdiction, a litigant must give up their “energy” and enter into the public side.

Think about shipping in the 1700’s. Merchants and shippers purchased and posted bonds to cover losses if a ship was lost at sea.

Now consider what happens in a “criminal” setting. A defendant is served a “warrant”. What is a warrant? Have you ever received a tax refund check or a paycheck from state or local government? It says right on the face of it that it is a warrant. A warrant is a check, a payment. Who has the commercial “energy” when the defendant is served a warrant? What is one of the first things a defendant does?

The defendant is “charged”, arraigned, enters a plea and post a bond. The “charge” is an “offer” to pay or perform. The arraignment is simply informing him of the offer. The court cannot rule on criminal activities, so the “defendant” is often enticed into dishonor by being tricked into making a plea or entering into a plea “bargain”. A plea is an “argument” and puts the defendant in dishonor. A bail bond is insurance, a contract to perform – to appear or forfeit the insurance. Entering into the bond contract is giving up the “energy”. Remember the 72-hour right of rescission? Well, if the “government” doesn’t post the bond in 72 hours, guess what? The defendant goes home. The government is bankrupt and cannot post a bond. Only the defendant can post the bond. Even signing a contract to be released on one’s own recognizance is a bond and the defendant gives up his “energy”.¹

The CA/A process is designed to help you respond honorably when you receive a “draft”. Remember that a “draft” is an offer, whether it is a bill, an allegation, or an inquiry. You remain in honor when you timely respond with an acceptance (payment) or a Conditional Acceptance saying you will accept their draft if they “do” or “have” such-and-such. The components of writing a good CA are to break the offer down into its most minute components and address each individually, and NOT address issues not contained in their draft. Make no assumptions. The CA must contain very specific language and specifically address the issues - better yet, if it contains legal citations.

¹ Some accuseds are detained without arraignment and incommunicado, without even the opportunity to request an appearance bond posted by the accuser. We are not suggesting this legal strategy will always work because they have the biggest guns, so be sure to learn more about the process before attempting to implement this type of strategy.