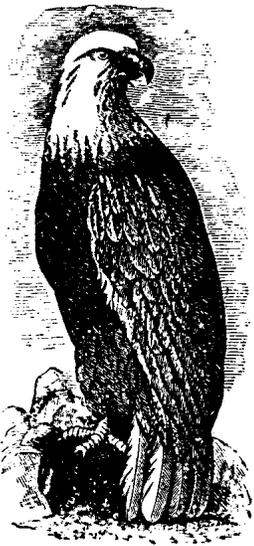


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Frontiersman

Facing the truth, however great the cost.

November 2004

Where No Child Has Gone Before

Sam Aurelius Milam III

Under both the ancient principles of the contract and the ancient customs of the family, a Social Security Account obtained for a minor is void from its inception and without legal merit. It might also be considered a form of child abuse, but — first things first.

Under the ancient principles of the contract, a minor is incompetent to make a binding contract. Also under those principles, a person, either minor or adult, cannot be bound under a contract imposed upon him without his consent. A Social Security Account obtained for a child by a parent is a violation of both principles. Under the ancient customs of the family, parents are responsible for all legal matters regarding their children. While the children are minors, they are legally nothing more than adjuncts of their parents. They don't have any legal standing of their own. Thus, when a parent obtains a Social Security Account for a child, the alleged contract is legally fictitious.

The only means whereby Social Security Accounts for minors can be legitimized is by a declaration of majority abrogating the ancient presumption of the incompetence of minors. If such a declaration were universal, then the consequences would be serious. Anybody, of whatever age, would be able to purchase alcohol or tobacco products. Any child, of whatever age, would qualify for a driver's license if he could pass the test. Pornography filters at libraries would be illegal because any five-year-old would be legally entitled to view adult material. Sexual relations between men and young girls wouldn't be statutory rape any more, because the girls would have adult status. Amazingly, the crime of pedophilia would vanish entirely, because all

of the participants would be legally adults. We're already moving in that direction. Consider that juvenile males are already sometimes tried as adults. Minors are often detained nowadays in adult facilities, required to possess adult style ID, and submit to adult style security searches at schools. The alternative is a different definition of minority for every situation. We're also moving in that direction, with different age requirements for driving, smoking, drinking, military service, marriage, insurance, and so forth. The implications of either alternative are ominous. The distinction between minors and adults is becoming less distinct all the time. Social Security Accounts for children might be the penultimate straw.

So, anybody who thinks that a child should have a Social Security Account and who thinks that it isn't a form of child abuse should think again. Anybody who's planning to get such an account for his child should consider that the implications of getting it might be worse than the consequences of not getting it. Anybody who's already obtained an account for his child should try to cancel it. Any minor who's about to achieve majority should plan to rescind his Social Security Account, if he has one, immediately upon achieving majority. He should notify the Social Security Administration that the account was opened while he was incompetent and without his knowledge or consent and is therefore void from its inception, without legal merit, and of no binding effect. If the authorities refuse to allow such cancellation, then it isn't a contract. It's extortion. However, the demand to cancel the account must be as soon as possible. Acceptance and use of the account, with the knowledge of its defects, will legitimize the defects and abrogate any right of cancellation that might otherwise have existed. Anybody who voluntarily keeps it and uses it, knowing of its defects, will be stuck with it for life.

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Those Chains That Bind You!

Original Source Unknown

Evidence of the contract between the state and the natural person is the marriage license, birth certificate, driver's license, social "insecurity" number, and the like. Of course, the nature of these licenses does not meet the specific requirements of a contract; however, they do have the effect of being acted upon like a contract. In past issues we have addressed the constructive or quasi-contract, and we have a position paper available on that subject.

We are often asked how important it is to rescind these contracts, how do you get rid of them, and what do I do when they send my rescission back without an answer?

The answer to the first question is one of individual preference. Obviously, if a person doesn't want to subscribe to a daily newspaper any longer, the contract must be terminated; likewise with rescissions of quasi-governmental contracts created by legislative fiat. If a person likes the terms and conditions of the contract, they should keep the license. However, if the terms of the contract are no longer acceptable, the contract must be rescinded.

Our position has always been, if you have the driver's license, obey all traffic regulations. If you have the social security number, pay your income and social security taxes. However, if you do not want these obligations, you must rescind the quasi-contract.

A person must immediately rescind any contract that has been entered into by fraud and false representation when he learns of the fraud, or the contract will remain in effect. The courts have said:

"... but in the view we take of the question of waiver of the fraud by failure to exercise due diligence to rescind,...

"... If they proposed to rescind, their duty was to assert that right promptly, unconditionally, and unequivocally," otherwise the affirmation of the contract, notwithstanding the fraud, would follow. *Richardson v. Lowe*, 149 Fed Rep 625, 627-8.

"Whatever the form in which the government functions, anyone entering into an arrangement with the government takes the risk of having accurately ascertained that he who purports to act for the government stays within the bounds of his authority.... And this is so even though, as here, the agent himself may

have been unaware of the limitations of his authority. See e.g., *Utah Power & Light Co. v. United States*, 243 U.S. 389, 409, *United States v. Stewart*, 311 U.S. 60, 70; and see generally, *The Floyd Acceptance*, 7 Wall 666." *Federal Corp Ins. Corp. v. Merrill*, 332 U.S. 380, 384.

"Where a party desires to rescind upon the grounds of mistake or fraud he must upon the discovery of the facts, at once announce his purpose, and adhere to it. If he be silent, ... he will be held to have waived the objection, and will be conclusively bound by the contract, as if the mistake or fraud had not occurred. He is not permitted to play fast and loose. Delay and vacillation are fatal to the right which had been subsisted." *Grymes v. Saunders*, 93 U.S. 55, 62. Also see *Shappiro v. Goldberg*, 192 U.S. 232.

Rescission of a contract on the ground of fraud is not a mental process undisclosed and unacted upon. It requires affirmative action immediately on its discovery; some overt act and outward manifestation of the intention to clearly apprise the other party to the contract of the right asserted. *Melton v. Smith*, 65 Mo. 325; *Walters v. Miller*, 10 Iowa 427.

The duty of rescinding arises immediately upon acquiring knowledge of the substantial and material facts constituting the fraud. It is not requisite that the defrauded party shall be acquainted with all the evidence constituting the fraud before the duty to act by way of rescission arises. When he has evidence sufficient to reasonably actuate him to rescind the contract, and once he has acted, no subsequent discovery of cumulative evidence can operate to excuse waiver of the fraud, if such evidence has in the meantime occurred, or to revive a once lost right of rescission. The election to waive the fraud once deliberately made is irrevocable. Vacillation or speculation cannot be tolerated. *Campbell v. Flemming*, 1 A. & E. 40; *Fry on Specific Performance on Contracts* (2nd ed) Sections 703 & 704; *Bach V. Tuch*, 26 N.E. 1019; *Taylor v. Short*, 17 S.W. 970.

"If the fraud be discovered while the contract is wholly executory, the party defrauded has the option of going on with it or not, as he chooses. If he executes it, the loss happens from such voluntary execution, and he cannot recover for loss which he deliberately elected to incur." *Simon v. Goodyear Metallic Rubber Shoe Co.*, 105 Fed 573, 579.

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Instruments may be rescinded and canceled when they have been obtained from persons who were at the time under duress or incapacity. *French's heirs v. French*, 8 Ohio 214; *Cook v. Toumbs*, 36 Miss 685.

Apart from judicial proceedings the communication of the desire to rescind need not be formal, but it must be a distinct and positive rejection of the contract. L.R. 9, Eq. 263.

From the above, it can be concluded that in order to rescind a contract a person must allege fraud, ignorance of law, mistake of facts, have been under duress, or incapacity (minor) at the time the contract was entered into.

The answer to the second question has a non-specific answer. All rescissions must be tailored to the individual situation. There should be no fill-in-the-blank rescissions, as the circumstances surrounding each quasi-contract are different.

Microserv Customer Extort Update 2

Sam Aurelius Milam III

Kevin Hemsley, of Microserv¹, is continuing to demonstrate his vengeful and spiteful nature. Since he unilaterally and without notice canceled my account, which at the time was paid in advance for the next three months, he has been intercepting my e-mail. I know that because e-mail sent to the old addresses doesn't bounce.

¹ Microserv Computer Technologies, Inc., 1800 E. 17th St., Idaho Falls, Idaho 83404, (208) 528-6161

Letters to the Editor

This is a reply to "[Microserv Customer Extort Update](#)", on page 2 of the October issue. —editor

Given your experience with the emotional cripple, the cancellation without notice should not have been a surprise. Did you really think the emotional cripple would not try to hurt you as much as possible? Did you get your money back? If not, send your articles for publication to the papers local to that area. Unless they are in the same lodge, your articles have a fair chance of being published. The alternative is to sponsor it as a paid advertisement. Given their continued abuse, it is best that you are no longer their customer. I would suggest you do not send them a courtesy copy as they have yet to display any courtesy to you.

—Sir James the Bold

The final question is what to do when the agency involved sends the rescission back. There are basically two alternatives.

1. Do nothing: Once the contract is rescinded, it is rescinded. The argument that you do not have the contract is still valid. Your argument is that you do not have the contract. If the opposition says you do, the burden of proof is on them.

2. Fight: If you want to push the issue, the rescission may be sent back with an explanation of why you have rescinded the contract. Arguments can be taken from our position paper on Constructive contracts. When that fails, an action lies in the judiciary.

Like everything else, what you do is up to you. ∞

Thus, it is being received. However, he isn't forwarding the e-mail to me. I know of at least three people who sent e-mail to me at one of the old addresses and believed that I had received it because it didn't bounce. This would be a good time for some support from some of my supporters. His e-mail address is kev@ida.net. The mailing address and phone number are in the footnote. I suggest that you all contact him about his arrogant and unethical behavior. ↘

*I didn't get my money back. Also, the local papers are, indeed, in the same lodge. In a **Ward**, you might say they all have a **Stake** in it. By the way, I recently received a letter from Microserv regarding the cancellation of my account but I have declined to print it here because I do not knowingly print lies in this newsletter. —editor*

On the one hand you have, "Don't vote. It only legitimizes the police state." But on the other hand, your lead story is by Chuck Baldwin, vice-presidential candidate of the Constitution Party. I'm sure Chuck Baldwin wouldn't agree with your exhortation not to vote.

—Richard W.

I printed his article not because of who he is but because of the content of his article. Beyond that, he has as much right to his opinions and strategies as I do to mine — or as little. —editor

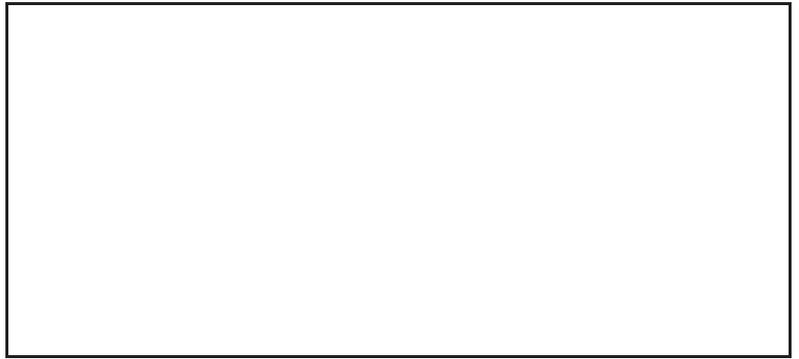
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Nation in Distress

The nature of presently existing government is a good argument in favor of the position that people are inherently stupid.



Acknowledgments

My thanks to the following: Sir James the Bold, SantaClara Bob, Lady Jan the Voluptuous, and Karl, of Windsor, Connecticut.

—editor

Buck Hunter Shoots Off His Mouth

Dear Buck

What's the difference between a reel and a jig?
—Heard It On NPR

Dear Heard It On NPR

The reel attaches to the rod near your hand and holds the line. A jig is a metal lure that you use near the bottom.

Frontiersman

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Alcohol Warning Labels

Original Source Unknown. Forwarded by Don G.

- **Warning:** The consumption of alcohol may lead you to believe that you are invisible.
- **Warning:** The consumption of alcohol may cause you to roll over in the morning and see something really scary.
- **Warning:** The consumption of alcohol may lead you to believe that ex-lovers are really dying for you to telephone them at four in the morning.
- **Warning:** The consumption of alcohol may make you think that you can logically converse with members of the opposite sex without spitting.

ment or publication in which you reprint my material.

Submissions — I solicit letters, articles, and cartoons for the newsletter, but I don't pay for them. Short items are more likely to be printed. I suggest that letters and articles be shorter than 500 words, but that's flexible depending on space available and the content of the piece. I give credit for all items printed unless the author specifies otherwise.

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