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Frontiersman

Facing the truth, however great the cost.

November 2006

Fantastic

Sam Aurelius Milam III

I have an old microwave oven. I call it my wife replacement unit.¹ I know somebody who owns a more modern microwave oven. I don't know what he calls it.

My old microwave oven doesn't have a clock. It doesn't need one. There's a clock hanging on the wall within sight of the microwave oven. It just heats food. It has two knobs and a button to start it. I twist one knob to set the cooking time and I twist the other knob to set the power level. It doesn't matter which knob I twist first. I mash the button and away it goes. The more modern microwave oven has various useless features, such as a digital clock that seldom agrees with either the clock on the wall near it or the digital clock on the nearby coffee maker. It's a lot more complicated to use than my old one. It has a keypad. To set the cooking time, you have to mash a prefix key and type in a number. To set the temperature, you have to mash a different prefix key and type in another number. If you don't do it in the right order, then the thing won't work. So, why would anybody think that the modern microwave oven is better than my old one? The modern one is more complicated to use. It isn't even more reliable than my old one. The light in it has failed three times and been replaced twice. The original light in my old one still works.

I'm reminded of the country girl who went to finishing school. When she returned home, her mother asked her what she'd learned. She said, "I learned how to say 'fantastic' instead of saying 'bullshit'." The modern microwave oven isn't better than mine. It's just more fantastic. ☺

¹ It's much less trouble than a wife and the food is almost as good.

A Watched Pot

Sam Aurelius Milam III

During a telephone conversation that I had with my father, sometime during the late 80s, I heard two mysterious clicks on my telephone. The first click occurred when I told him that I was going to explain my theory about Leonard Lake and Charles Ng. Those of you who've read the June, July, and August issues for this year are familiar with that theory. The second click occurred after I finished that part of the conversation and went on to other things. It sounded like somebody had turned on a recording device when I began the explanation and then turned it off again when I finished.

During that same period of time, I was studying with an associate named Bill Medina, who sometimes used a speaker-phone when he received calls. Back then, speaker-phones caused a distinctive quality in the sound on a telephone. One time when I called Bill and heard that distinctive sound quality, I said, "Oh, you're using your speaker-phone". "No," he replied, "I'm not." Almost instantly, the distinctive quality of the sound went away. I believe that my phone was tapped. Somebody had inadvertently left a connected speaker-phone turned on and had turned it off when I commented on it.

In October of 1996, I moved to Idaho. For a while, Lady Jan and I had some fun by making theatrical jokes, directed at the walls, about an imaginary surveillance team that was observing me from the woods in our pasture. Late one night when I was walking across the yard from my office to the house, I heard a cell phone ring, just once. It couldn't have been more than a few yards away from me in the dark, in the adjacent pasture. I just kept walking. After that, the jokes didn't seem so funny any more.

They could learn as much about me, and with less expense, just by visiting my websites. I hope that I'm wasting a lot of their resources. ☺

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Collection Racket

Sam Aurelius Milam III

For many years, I've objected to mandatory garbage collection policies. The repressionists try to excuse such policies by whining about the callous neglect of which people are universally guilty and the obnoxious filth that would inevitably accumulate in everybody's yards if they weren't forced to put their garbage out on the street for mandatory collection. So, the repressionists have persuaded the nitwits and garbage collection is mandatory. Anybody who refuses to cooperate will have his house taken from him by force. Of course, some of us are smarter than the nitwits. For many years, I avoided the mandatory garbage collection scam by simply notifying them that my house was vacant and providing an alternate address at which they could occasionally contact me for the purpose of threatening to steal my house. Each time that they did that, I simply reminded them that the house was vacant. You know what? My yard didn't fill up with an accumulation of obnoxious filth. I recycled most of my trash. The part that I couldn't recycle went into the little garbage cans in front of the Safeway store. It was mostly discarded food packaging anyway and, since Safeway refused to sell food in recyclable packaging, I figured that they could dispose of the waste packaging for me.

Most people seem to lack the wit or the determination to do the sort of thing that I did. For them, I can propose a different solution to the problem. It doesn't really remove the coercive ability from the county thugs who're presently in control. However, it's a small step in the right direction and maybe, just maybe, those of us who care more about liberty than we

do about spotless lawns can make incrementalism work for us instead of against us. So, here's a small step in the right direction. Maybe some future libertarian can take it another step at some future time.

Instead of the notorious franchise process, whereby the county thugs select a single company and present it to the customers as the one and only choice for garbage collection, why don't we have a qualification process instead? Any company that applies and qualifies can pick up garbage. Each company can offer its own version of the service. Each customer can select whichever service suits him. For the sake of the repressionists, so they don't suffer nightmares about filth accumulating all over town, a garbage collection contract can still be mandatory. The county thugs can still rattle their sabers at anybody who refuses. Everybody should be happy. The local tyrants, euphemistically called county government, can still be tyrants. The only difference is that people will have a choice of garbage collection services. The faint hope that's inherent in the scheme is that choice can be habit-forming. Maybe, just maybe, if people get used to the idea of choice in the selection of a garbage collection company, then maybe the idea might dawn in their muddled brains that they should have choices in other things: whether or not to show ID when a gestapo thug demands it, whether or not to submit to drug testing at work, whether or not to submit to searches at the airport, whether or not to file a tax return. Who knows where it might end? I won't live to see it but, maybe some day, there'll be a land of the free and a home of the brave.

Ball Study

Original Source Unknown. Forwarded by Warren, of Pocatello, Idaho

After a two year study, the National Science Foundation announced the following results on America's recreational preferences:

1. The sport of choice for unemployed or incarcerated people is Basketball.
2. The sport of choice for maintenance level employees is Bowling.

3. The sport of choice for blue-collar line workers is Football.

4. The sport of choice for supervisors is Baseball.

5. The sport of choice for middle management is Tennis.

6. The sport of choice for corporate officers is Golf.

Conclusion: The higher you rise in the corporation, the smaller your balls become.

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Cancellation of Social Security Number

Sam Aurelius Milam III

Contracts and Extortion — So far as I'm aware, when two or more participants engage in a transaction that involves an exchange of obligations, promises, performance, consideration, forbearance or restraint, goods or services, and so forth, then only one of two possible situations can result. The resulting situation can be either a contract or extortion. Either of those two situations, and nothing else, satisfies the characteristics that I've suggested for such a transaction.

The only difference between a contract and extortion is the nature of the participation in the transaction. If participation is voluntary by everybody involved, then the result of the transaction is a contract. If any participant enters into the transaction because of force or the threat of force, then the result is extortion.

While I was voluntarily participating in the Social Security program, the situation was a contract. That, however, invokes the principles of the contract. One of those principles is that a breach of contract committed by any one of the parties provides a cause of action for the other parties to the contract. One available remedy is avoidance of the contract.

Breach and Avoidance — My original Social Security card bore upon its face, clearly printed in English, the inscription, "FOR SOCIAL SECURITY AND TAX PURPOSES — NOT FOR IDENTIFICATION". When the Social Security number became a mandatory form of identification, against my will and without my consent, I was compelled to either accept the situation or to avoid the contract. I wasn't permitted any other options. My many efforts to refuse such use of the number failed. If I had the number, then I was required to use it as identification.

Injury resulting from the mandatory use of the Social Security number as identification included but was not necessarily limited to: a loss of my privacy; compromise of any of my personal information that was associated with the number; imposition upon me of a documentation requirement as a prerequisite for activities

that should not require such a prerequisite; and loss of my access to the fundamental principles of liberty, such as the presumption of innocence.

Avoidance of the Contract — If I'd voluntarily accepted the use of the Social Security number as mandatory identification, then that would have legitimized its use for that purpose in my case. I'd have condoned the injuries that would accrue to me from such use. That wasn't an acceptable option. So, on June 13, 1984, I canceled the Social Security number. For people who don't believe that it's possible to cancel a Social Security number, I'll elaborate. I wrote a letter to the Regional Commissioner of the Social Security Administration in San Francisco and informed him of my decision to end my participation in the Social Security program. I instructed him to discontinue my number. The Commissioner's reply included the expected lies and misinformation. However, his reply is irrelevant. The Social Security Administration was in breach of contract or, at least, it was complicit in a breach of contract. All of my previous efforts to correct the situation had failed. Therefore, I secured remedy in the only way that was available to me. Since I legitimately avoided the contract, any opinion to the contrary by anybody in the Social Security Administration is irrelevant.

Validity of the Avoidance — If the Social Security program is to be regarded as a contract, then participation must be voluntary. In that case, they can assign numbers to me every day for the rest of my life and, if I don't agree to participate, then there isn't any contract. The numbers don't apply to me. On the other hand, if they use force or coercion to compel my participation against my will, then the Social Security program isn't a contract. It's extortion. Since there isn't any obligation under duress, I don't have any obligation to an extortionate Social Security program. Any number that is allegedly assigned to me in connection with such a program doesn't apply to me. Either way, I don't have a Social Security number. Opinion to the contrary within the Social Security Administration is irrelevant.

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Excerpts from Some Definitions

These excerpts are presented in support of the article *Cancellation of Social Security Number*. Complete definitions are available upon request. —editor

Avoid. To annul; cancel; make void; to destroy the efficacy of anything. To evade; escape.

—Black's Law Dictionary, 1979

AVOIDANCE. A making void, useless, or empty.... —[Bouvier's Law Dictionary](#), 1889

Avoidance. A making void, useless, empty, or of no effect; annulling, cancelling; escaping or evading. See also **Evasion**....

—Black's Law Dictionary, 1979

BREACH.... The violation of an obligation, engagement, or duty....

The breach must obviously be governed by the nature of the stipulation; it ought to be assigned in the words of the contract, either negatively or affirmatively, or in words which are coextensive with its import and effect....

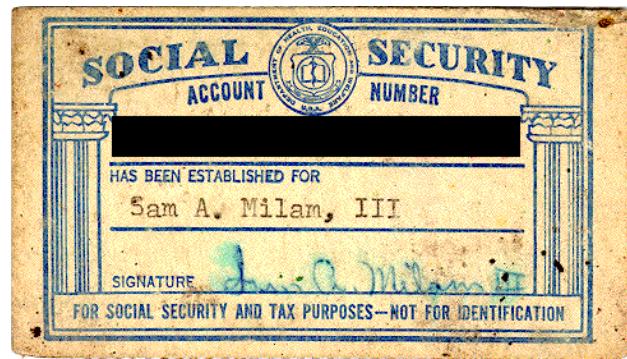
—Bouvier's Law Dictionary, 1889

Breach. The breaking or violating of a law, right, obligation, engagement, or duty, either by commission or omission. Exists where one party to contract fails to carry out term, promise, or condition of the contract. —Black's Law Dictionary, 1979

Breach of contract. Failure, without legal excuse, to perform any promise which forms the whole or part of a contract. Prevention or hindrance by party to contract of any occurrence or performance requisite under the contract for the creation or continuance of a right in favor of the other party or the discharge of a duty by him. Unequivocal, distinct and absolute refusal to perform agreement.... —Black's Law Dictionary, 1979

CAUSE OF ACTION.... When a wrong has been committed, or a breach of duty has occurred, the cause of action has accrued, although the claimant may be ignorant of it.... A cause of action does not accrue until the existence of such a state of things as will enable a person having the proper relations to the property or persons concerned to bring an action.... —Bouvier's Law Dictionary, 1889

Cause of action. The fact or facts which give a person a right to judicial relief. The legal effect of an occurrence in terms of redress to a party to the occurrence. A situation or state of facts which would entitle party to sustain action and give him right to seek a judicial remedy in his behalf....



Fact, or a state of facts, to which law sought to be enforced against a person or thing applies. Facts which give rise to one or more relations of right-duty between two or more persons. Failure to perform legal obligations to do, or refrain from performance of, some act. Matter for which action may be maintained. Unlawful violation or invasion of right. The right which a party has to institute a judicial proceeding....

—Black's Law Dictionary, 1979

CONSIDERATION.... The material cause which moves a contracting party to enter into a contract....

The price, motive, or matter of inducement to a contract, -whether it be the compensation which is paid, or the inconvenience which is suffered by the party from whom it proceeds. A compensation or equivalent. A cause or occasion meritorious, requiring mutual recompense in deed or in law....

It is defined as "any act of the plaintiff from which the defendant or a stranger derives a benefit or advantage, or any labor, detriment, or inconvenience sustained by the plaintiff, however small, if such act is performed or inconvenience suffered by the plaintiff by the consent, express or implied, of the defendant;".... —Bouvier's Law Dictionary, 1889

CONTRACT....

It has been variously defined, as follows: A compact between two or more parties.... An agreement or covenant between two or more persons, in which each party binds himself to do or forbear some act, and each acquires a right to what the other promises.... A contract or agreement is where a promise is made on one side and assented to on the other; or where two or more persons enter into an engagement with each other by a promise on either side....

An agreement upon sufficient consideration to do or not to do a particular thing.... →

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A deliberate engagement between competent parties upon a legal consideration to do or to abstain from doing some act....

A mutual promise upon lawful consideration or cause which binds the parties to a performance. The writing which contains the agreement of parties with the terms and conditions, and which serves as a proof of the obligation. The last is a distinct signification....

A voluntary and lawful agreement by competent parties, for a good consideration, to do or not to do a specified thing....

—Bouvier's Law Dictionary, 1889

EXTORTION. The unlawful taking by any officer, by color of his office, of any money or thing of value that is not due to him, or more than is due, or before it is due....

In a large sense the term includes any oppression under color of right; but it is generally and constantly used in the more limited technical sense above given.

To constitute extortion, there must be the receipt of money or something of value; the taking a promissory note which is void is not sufficient to make an extortion.... It is extortion and oppression for an officer to take money for the performance of his duty, even though it be in the exercise of a discretionary power....

—Bouvier's Law Dictionary, 1889

Extortion. The obtaining of property from another induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right....

A person is guilty of theft by extortion if he purposely obtains property of another by threatening to: (1) inflict bodily injury on anyone or commit any other criminal offense; or (2) accuse anyone of a criminal offense; or (3) expose any secret tending to subject any person to hatred, contempt or ridicule, or to impair his credit or business repute; or (4) take or withhold action as an official, or cause an official to take or withhold action; or (5) bring about or continue a strike, boycott or other collective unofficial action, if the property is not demanded or received for the benefit of the group in whose interest the actor purports to act; or (6) testify or provide information or withhold testimony or information with respect to another's legal claim or defense; or (7) inflict any other

harm which would not benefit the actor....

—Black's Law Dictionary, 1979

Forbearance. Act by which creditor waits for payment of debt due him by debtor after it becomes due. A delay in enforcing rights. Indulgence granted to a debtor.

Refraining from action. The term is used in this sense in general jurisprudence, in contradistinction to "act."....

As regards forbearance as a form of consideration, see **Consideration**.

—Black's Law Dictionary, 1979

Remedy. The means by which a right is enforced or the violation of a right is prevented, redressed, or compensated.... The means employed to enforce a right or redress an injury, as distinguished from right, which is a well founded or acknowledged claim....

The rights given to a party by law or by contract which that party may exercise upon a default by the other contracting party, or upon the commission of a wrong (a tort) by another party.

Remedy means any remedial right to which an aggrieved party is entitled with or without resort to a tribunal. "Rights" includes remedies....

—Black's Law Dictionary, 1979

TRANSACTION....

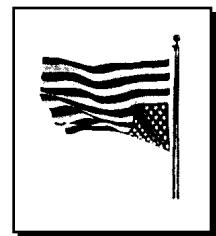
Transactions regulate only the differences which appear to be clearly comprehended in them by the intentions of the parties, whether they be explained in a general or particular manner, unless it be the necessary consequence of what is expressed; and they do not extend to differences which the parties never intended to include in them....

—Bouvier's Law Dictionary, 1889

Transaction. Act of transacting or conducting any business; negotiation; management; proceeding; that which is done; an affair. It may involve selling, leasing, borrowing, mortgaging or lending. Something which has taken place, whereby a cause of action has arisen. It must therefore consist of an act or agreement, or several acts or agreements having some connection with each other, in which more than one person is concerned, and by which the legal relations of such persons between themselves are altered. It is a broader term than "contract"....

—Black's Law Dictionary, 1979

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Nation in Distress

A woman works from
sun to sun
but a free man's work is
never done.



Acknowledgments

My thanks to the following: Sir James the Bold; SantaClara Bob; Lady Jan the Voluptuous; and Lord Jeffrey the Studious. —editor

Buck Hunter Shoots Off His Mouth

Dear Buck

How do you feel about the Dred Scott decision?

—Civil Rights Historian

Dear Civil Rights Historian

Never heard of him. Why was he so scary?

Biblical Misinformation

Original Source Unknown. Forwarded by ccrandal.

- Q. How did Adam and Eve feel when they were expelled from the Garden of Eden?
 - A. They were really put out.
 - Q. What's one of the first things that Adam and Eve did after they were kicked out?
 - A. They really raised Cain.
 - Q. What excuse did Adam give to his children as to why he no longer lived in the Garden of Eden?
 - A. Your mother ate us out of house and home.
 - Q. What's the best way to get to Paradise?
 - A. Turn right and then go straight.

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—Sam Aurelius Milam III, editor

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