

Manufacturer's Statement of Origin

Key To Ownership

by

Bruce G. McCarthy

PREFACE

Obtaining concise, meaningful answers from public officials is an unparalleled and age-old challenge. Bureaucrats, after all, view their office as the last bastion of liberty - and from this lofty perch they unashamedly claim the right to remain silent.

"A [public] servant will not be corrected by words: for though he understand he will not answer."
Proverbs 29:19

Dilemma: How does one converse with a deaf-mute? Solution: Adopt a technique of your adversary. Remember that certified letter?

"THIS IS THE VOICE OF DOOM SPEAKING! It has been determined that you are a [taxpayer, neo-nazi, pinko, commie fag], and thus subject to [an awesome statute is inserted here], and shall [pay up, stand liable, etc.]... THIS DETERMINATION BECOMES FINAL 14 DAYS AFTER RECEIPT OF THIS NOTICE UNLESS WITHIN SUCH TIME A WRITTEN REQUEST FOR HEARING IS FILED WITH THIS OFFICE, SETTING FORTH YOUR OBJECTIONS IN DETAIL."

Nice choice. To do nothing admits guilt, and the penalty. But to object makes you the Plaintiff, with the burden of proof. Welcome to the proverbial 'rock and a hard place' - craftily concocted by an agent of the Civil Law. A determination - yours - was entered by 'tacit procuration'. Why not submit your own, to correct the record - thereby introducing a third option?

"PROCURATION. Agency, proxy; the act of constituting another one's attorney in fact. The act by which one person gives power to another to act in his place, as he could do himself." Black's Law Dictionary, 5th ed., p. 1086

The world abounds with procurators - lawyers, guardians, trustees and legislators who generally obtain our EXPRESS consent. Courts and other government agencies, on the other hand, use the IMPLIED, or tacit procuration. A plea of 'not guilty' on behalf of a mute accused by a magistrate is such an example.

"An express procuration is one made by the express consent of the parties. AN IMPLIED OR TACIT PROCURATION TAKES PLACE WHEN AN INDIVIDUAL SEES ANOTHER MANAGING HIS AFFAIRS AND DOES NOT INTERFERE TO PREVENT IT." Black's supra, p. 1087 [emphasis mine]

Two 'hybrid' tacit procurations were employed in the enclosed MVD file as a type of 'correspondence Drain-o' which you, the reader, may find useful whenever it becomes necessary to...

"Agree with thine adversary quickly, whiles thou art in the way with him; lest at any time the adversary deliver thee to the judge, and the judge deliver thee to the officer, and thou be cast into prison." Matthew 5:25

To avoid Caesar's prison, you must first avoid his courts. And a means to such ends could be in securing agreements (stipulations) with your adversary, so as to undermine his cause of action. Your position thus gains its greatest strength, not where you and your adversary differ - but where you agree.

- Bruce G. McCarthy

[Exhibit A: Copy of form DOR-108]

[Exhibit B: Copy of purchase agreement]

[Exhibit C: Copy of Manufacturer's Statement of Origin]

MAXIMS OF THE CIVIL LAW IN SUPPORT OF TACIT PROCURATION

Silence shows consent. 6 Barb. [N.Y.] 2B, 35. Qui non negat, fatetur. He who does not deny, admits. Trayner, Max. 503.

[many others not included - see Black's and Bouvier's Law Dictionaries]

--

Rt. 1, Box 61-A

Schell City, MO 84783

July 17, 1985

Title/License/Registration Division

DEPARTMENT OF MOTOR VEHICLES

Jefferson City, MO 65104

Dear Sir or Madam:

Having secured a copy of APPLICATION FOR MISSOURI TITLE AND/OR LICENSE, I need some clarification from your office prior to filling out such a form.

At the top of this form (DOR-108) appears "TITLE TYPE", with several "types" listed (e.g., original, duplicate, etc.). These categories suggest one is applying for something the first time or seeking a copy, but nowhere does the form specifically identify what kind/type of "title" for which the application is made.

1. What kind/type "title" do you issue?

The form provides a place for "OWNER'S NAME", though I suspect one must produce proof of ownership, the State of Missouri not simply taking the applicant's word.

2. What document is sufficient to prove ownership?

Thank you.

Sincerely, Bruce G. McCarthy

--

October 17, 1985

RE: Application for Missouri Title (DOR-108)

Dear Sir or Madam:

Receiving no reply/answer to my two questions (letter dated July 17, 1985) prompts this second attempt, contrary though it may be to the doctrine 'Yours is not to reason why, but to do or die.' The passage of time has, naturally, spawned additional questions, all of which you can see are simple and straight forward.

Your Form DOR-108 lists several categories of "TITLE TYPE", but nowhere specifically identifies what KIND of title is being sought in the original, nor is the Missouri MVD definition of "title" anywhere disclosed, necessitating a guess or question, the latter being the better choice.

1. How does DMV/DOR define the singular word "title"? (Do not confuse with Certificate of Title, Missouri Title or other modified "titles".)
2. What kind/type "title" do you issue in the original?

The Form DOR-108 provides a place for "OWNER'S NAME", though I suspect the applicant must produce written proof of ownership - unless your department will take his word.

3. What document/s is/are deemed sufficient to prove ownership?
4. Does the applicant surrender possession of any document when applying for a Missouri Title?
5. Does the applicant surrender any right/s by applying for Missouri title?
6. What is a "Missouri Title", as distinguished from a bare "title" evidencing sole/absolute ownership?
7. Is either the Bill of Sale and/or Certificate of Origin (MSO) a document or indication of title?

Since it is presumed the applicant is cognizant of whatsoever he makes application, else would he apply, so too the grantor must comprehend all conditions/ramifications couched in that which he bestows. Thus, prior to making application, I need answers to these questions, confident that you possess the wherewithal to provide them easily and without hesitation.

Thank you for your time and consideration.

Sincerely,

Bruce G. McCarthy

--

October 31, 1985 Missouri

Department of Revenue Motor Vehicle Bureau

P.O. Box 100

Jefferson City, MO 65105

Dear Mr. McCarthy:

This is in response to your letter of September 17, 1985 regarding questions pertaining to Form DOR-108 - Application for Missouri Title and/or License.

A "title" as defined in Section 301.190 of the Revised Statutes of the State of Missouri, is a certificate of ownership containing a complete description of the motor vehicle or trailer, manufacturer's or other identifying number, together with a statement of any liens or encumbrances on the motor vehicle or trailer.

Original titles are issued on motor vehicles, trailers, boats and motors.

A Missouri certificate of title issued in the owner's name is the only proof of ownership.

A properly assigned title must be surrendered with any application for Missouri title.

The applicant (purchaser) does not surrender any rights when applying for a Missouri certificate of title.

A Missouri certificate of title is considered "open" until ownership is transferred. To transfer ownership the assignment on the back of the title must be completed and signed by the owner in the presence of a notary public.

A bill of sale is not considered an ownership document, but may be required to verify an actual purchase price of a motor vehicle. The manufacturer's statement of origin is not proof of ownership until an application for title is presented to the Department of Revenue's Motor Vehicle Bureau along with all state and local taxes required and the appropriate title and license fees.

I hope this information will be of help to you. Should you have any questions or need additional information, please feel free to contact my office.

Sincerely,

Nancy K. Bemboom, Supervisor Information and Maintenance Section

NKB:ss

--

November 6, 1985

REQUEST FOR CLARIFICATION RE: TITLE, CERTIFICATE OF TITLE, ETC.

Dear Nancy Bemboom:

Thank you for responding to my follow-up inquiry of October 17th, and I certainly appreciate your offer of assistance. The understanding of a subject necessitates comprehension of its terms, made possible by isolating one from the other, examining each in a logical sequence. This I'm attempting to do, and with your assistance should be able to grasp the subject at hand. In furtherance of this goal, my seven (7) questions are reviewed herewith, along with your correlative responses.

1. Re: Definition of 'title': "A title...is a CERTIFICATE OF OWNERSHIP containing...description...identifying number...with a statement of any liens..."

[a.] A 'title' is a piece of paper. [Yes/No]

[b.] The MSO is a piece of paper, containing the description, identifying number...with statement of any liens. [Yes/No]

2. Re: Kind/Type title issued in the original: "Original titles are issued...on motor vehicles, trailers..."

The question did not seek the nature of the entity upon which the title is issued, but rather, the nature of the title ITSELF - and evidently, from your response, "A Missouri CERTIFICATE of title [is] issued..."

[a.] Is a Certificate of Title, the Title for which it is the Certificate? [Yes/No]

This is not circumlocution, but an essential question to unravel your confusing response. For instance, a gold coin once deposited with a banker, entitled the depositor to a receipt, or Certificate of Deposit. The paper receipt was obviously not the deposit (gold coin). Likewise, a student, upon receiving an education, is entitled to a document certifying the education was received. The Certificate (diploma) is not the education itself.

3. Re: Document[s] sufficient to prove ownership: "A Missouri certificate of title issued in the owner's name is the ONLY proof of ownership." (This may have inadvertently answered my second question, but I needed a verification. Thank you.)

[a.] Who owns the vehicle prior to obtaining a Missouri Certificate of Title, assuming no lienholders?

i. Manufacturer

ii. Dealer

iii. Purchaser

iv. State (e.g. Missouri, Arizona, etc.)

v. No one

vi. Other

4. Re: Document surrendered to obtain a "Missouri Title": "A properly assigned TITLE MUST BE SURRENDERED with any application for Missouri TITLE."

[a.] What kind/type of title must be surrendered or assigned to obtain a Missouri (certificate OF) title?

5. Re: Rights surrendered: "The applicant [purchaser] does not surrender any rights when applying for a Missouri CERTIFICATE OF TITLE." (Resolution pending.) This was also your second reference to a 'certificate of title'.

6. Re: Difference between a Missouri Title and a Title: "A Missouri CERTIFICATE OF TITLE is considered 'open' until..." And this was your third reference to 'certificate of title'.

"To transfer ownership the assignment on the back of the title must be completed and signed by the owner..."

[a.] Which document are you calling the 'title', the back of which is 'completed and signed by the owner'?

7. Re: Bill of Sale and/or MSO: "A bill of sale is not considered an ownership document..."

[a.] How do you define Bill of Sale?

You further stated, "The manufacturer's statement of origin is not proof of ownership until an application for title is presented to the Department..."

[b.] What is your definition of MSO?

[c.] Does it become proof of ownership AFTER the application for "title" (certificate OF)? [Yes/No]

Your time and consideration to my nine [9] questions will be most appreciated, Nancy. If you would number and answer all of them, it would speed up my comprehension.

Thank you,

Sincerely,

Bruce G. McCarthy

--

December 5, 1985

2ND REQUEST FOR CLARIFICATION

Dear Nancy Bemboom,

Pursuant to your offer of assistance dated October 31, 1985, I made inquiry (November 6, 1985) into the accurate and lawful meaning of your letter, which simultaneously confirmed and denied my understanding of the subject under scrutiny. Thus far, I've received no answer.

Prior to making APPLICATION FOR MISSOURI "TITLE" AND/OR LICENSE, I must UNDERSTAND what it is for which I'm applying! My initial query (2 questions) made on July 17, 1985, went unanswered, prompting a second attempt (7 questions) on October 17, 1985, to which your convoluted reply of October 31, 1985 was made.

PLEASE ANSWER my nine [9] fundamental/essential questions that I might know whether to complete your Form DOR-108. Your delay has been responsible for my exercising the necessary Right of Travel, absent State of Missouri privileges (e.g., Missouri "Title" and/or License).

Thank you for your time and consideration to this matter.

Sincerely,

Bruce G. McCarthy

--

December 30, 1985

ENTRY OF ADMINISTRATIVE DETERMINATION VIA TACIT PROCURATION

Dear Nancy Bemboom:

Having made two unanswered requests (6 Nov and 5 Dec 1985) for clarification of your 31 Oct 1985 response prompts this third attempt to obtain clear, concise answers to a perplexing problem. Thus, I hope to 'sound out' the Motor Vehicle Bureau as to lawful implications of widely used, but perhaps misunderstood terms.

DETERMINATION/RESPONSE BY PROXY

The following questions are answered herein on your behalf, thus resolving the 'stalemate' imposed by your failure to respond.

1. Is the MSO a certificate of ownership containing description, identifying number (of automobile or trailer, etc.), with statement of liens? ANSWER: YES.
2. Is a Certificate of Title the 'Title' for which it is the Certificate? ANSWER: NO.
3. Who 'owns' an automobile or trailer, assuming no lienholder, prior to obtaining a Missouri Certificate of Title? ANSWER: PURCHASER/PARTY WITH THE BILL OF SALE AND/OR MSO (without lien) IS ABSOLUTE OWNER.
4. What documents are sufficient to prove lawful and absolute ownership? ANSWER: BILL OF SALE AND MSO.
5. What document must be surrendered to obtain a Missouri Certificate of Title? ANSWER: THE TITLE.
6. What document, conforming to the definition of a 'title', must be surrendered by the owner to obtain a Missouri Certificate of Title? ANSWER: THE MSO.
7. Can the absolute owner of automobile or trailer be compelled to surrender the TITLE to that which he owns free and clear? ANSWER: NO.
8. Are all rightful elements/conditions of absolute ownership recognized, upheld and respected by the Missouri Department of Revenue? ANSWER: YES.
9. Are any 'rights' surrendered when applying for Missouri Certificate of Title? ANSWER: YES. ABSOLUTE OWNERSHIP IS SURRENDERED IN EXCHANGE FOR QUALIFIED OWNERSHIP AS THE BARE LEGAL OWNER, THE STATE BECOMING AN EQUITABLE OWNER IN THE AUTOMOBILE, TRAILER, ETC.
10. Can the State of Missouri lawfully compel anyone to surrender their right of ABSOLUTE OWNERSHIP in exchange for QUALIFIED OWNERSHIP? ANSWER: NO.

SUMMARY OF GENERAL DETERMINATION

Thus, by REASON of the foregoing, it is determined an absolute owner CANNOT be compelled to surrender one right so as to secure another, nor to exercise a State granted privilege. An absolute owner cannot be compelled to obtain a Missouri Certificate of Title when already possessing the MSO/Title without liens.

DETERMINATION FINAL ABSENT OBJECTION

This determination becomes FINAL unless specifically objected to in detail within 14 days of receipt of this instrument. Allowance for additional time will be granted if lawful provision is cited within the initial 14 day period.

Dated this _____ day of January, 1986

Pursuant to the Bible doctrine of 'two or three witnesses' (Dt. 19:15, Mt. 18:16, etc), we put our hands to this instrument.

(Bruce G. McCarthy) (Janice C. McCarthy)

CERTIFICATE OF SERVICE

We, Bruce G. and Janice C. McCarthy, hereby certify that we have made due service of the foregoing upon Nancy K. Bemboom by U.S. Mail (Certified - Return Receipt), a conformed copy sent to her at Department of Revenue, Box 100, Jefferson City, MO, this 9th day of January, 1986.

(Bruce G. McCarthy) (Janice C. McCarthy)

--

January 7, 1986

Dear Mr. McCarthy:

This is in response to your December 30, 1985 correspondence regarding details of Missouri's motor vehicle titling and registration laws.

Section 301.190 of the Missouri Revised Statutes provides that no Missouri certificate of Registration for any motor vehicle or trailer shall be issued by the Director of Revenue unless the owner makes application for and is granted a Missouri certificate of ownership (title) to such motor vehicle, or presents satisfactory evidence that such certificate has been previously issued to the owner for such motor vehicle or trailer.

The State of Missouri does not purport to have any ownership rights or equity in a motor vehicle or trailer by virtue of issuing a Missouri certificate of ownership (title) to the motor vehicle or trailer; however, Missouri law does clearly state that citizens of Missouri may not legally operate their vehicles on the streets and highways of this State unless and until they have been granted a certificate of ownership (title) for the vehicles. In short, titling must precede registration in Missouri. It is legal to title your vehicle and not register it, but illegal to register it without first titling it.

Sincerely,

Morris D. Munsen, Jr., Manager Motor Vehicle Bureau

MDM:lo cc: Nancy K. Bemboom

--

January 15, 1986

Dear Mr. Munsen:

Thank you for responding (7 Jan '86) to my instrument of 30 Dec 1985, addressed to Nancy K. Bemboom. She recently received a corrected copy via certified mail to amend my error in the Certificate of Service section.

A goodly portion of your letter, however, spoke to the necessity of having a Certificate of Title prior to applying for a Missouri Certificate of REGISTRATION - an issue not under consideration at present. By first resolving the 'title' question, the subject of 'registration' will be more easily understood, the 'whole' being comprehended in/as the sum of its 'parts'.

Apparently we are one accord, however, with respect to nine (out of ten) elements in the proxy determination, your singular objection made to Question #9 (re: 'rights' surrendered) - our attention thus narrowed to this specific (albeit non-detailed) objection.

"The State of Missouri does not PURPORT to have any ownership rights or equity in a motor vehicle or trailer by virtue of issuing a Missouri certificate of ownership (title)..." -per yours, 7 Jan '86.

What may be a truism need not necessarily find expression in bold print and/or positive declaration. For instance, a yellow curved fruit may be a banana, without having a fluorescent sign affixed and spelling out its name. If the item meets the criteria for a banana - it is one. Thus bananas do not 'purport' to be bananas.

But nevertheless, I may have been hasty in judgment, in which case I shall ask but three questions to put my mind at ease:

1. Who has ownership/property rights in the MSO (assuming no lienholders) prior to obtaining a Missouri Certificate of Title?
2. Who has ownership/property rights in the MSO AFTER obtaining a Missouri Certificate of Title?
3. Does an applicant for Missouri Certificate of Title have the option to recover his MSO?

Evidently, by your response the term 'equity' was mistaken to mean 'net worth', which in this instance does not apply. Rather, the term signified a system of jurisprudence somewhat akin to, but not synonymous with, 'law'.

Your prompt attention to this matter will be most appreciated as my needs/desires can only be fulfilled by physical movement from place to place. My options are to trespass on private ground or use the public highways - the latter having been my choice.

Prior to making application for your Certificate of Title, I must know (and have a right to know) what it is for which application is made - and what is surrendered in the process.

Thank you Mr. Munsen.

Sincerely,

Bruce G. McCarthy

--

January 17, 1986

Dear Mr. McCarthy:

I trust this letter will allow you to take the final step in your journey to know, "...what it is for which application is made [a Missouri Certificate of Title] and what is surrendered [a Manufacturer's Statement of Origin] in the process."

Listed below are the answers to your three questions.

1. "Who has ownership/property rights in the MSO (assuming no lienholders) prior to obtaining a MO Certificate of Title?"

ANSWER: The motor vehicle dealership listed on the face of the MSO, if unassigned, or the last assigned owner on the reverse of the MSO.

2. "Who has ownership/property rights in the MSO AFTER obtaining a MO Certificate of Title?"

ANSWER: The Motor Vehicle Bureau of the Missouri Department of Revenue.

3. "Does an applicant for MO Certificate of Title have the option to recover his MSO?"

ANSWER: No.

We look forward to receiving your application for a MO Certificate of Title. Incidentally, Mr. McCarthy, Missouri citizens are required by Section 301.190 of the Revised Statutes of Missouri to apply for a Missouri Certificate of Title within thirty days from the date of purchase of a motor vehicle or trailer.

Sincerely,

Morris D. Munsen, Jr., Manager Motor Vehicle Bureau

MDM:lo

--

January 23, 1986

Dear Mr. Munsen:

Thank you for the forthright reply (17 Jan '86) to my questions, again confirming we have but a singular disagreement arising from the proxy determination of 30 Dec '85 (re-submitted 9 Jan '86). And you know, one out of ten isn't bad! Even these three answers confirmed my premise, further proving we have little in dispute - save perhaps my failure to proceed in haste. But I am puzzled one can be "...required...to apply for a...Certificate of Title..!"

1. Can a person be COMPELLED at law to make an 'application' (request, petition, etc.)?
2. Is there a valid binding application when not obtained by/of one's free will/choice? ("Can two walk together, except they be agreed?" Amos 3:3)
3. If we ARE compelled to 'apply' for a MO Certificate of Title within 30 days, after which ownership/property rights to MSO reside with MO - can you automatically obtain our MSO after 30 days by court order, etc.?

Obviously, if our MSO belongs to the Motor Vehicle Bureau AFTER we 'apply' for the MO Certificate of Title, and we are REQUIRED to make application within 30 days - the MSO must belong to Missouri AFTER 30 days, even if we DON'T 'apply'. And if we have something that belongs to you, there ought to be legal remedy available for you to wrest it from us.

4. And IF this be true - how did you acquire an ownership/property right to the MSO PRIOR to our application?

[a.] By contract/quasi-contract provision at time of sale/transaction.

[b.] No such right exists before applicant requests MO Certificate of Title.

[c.] Other (please explain).

This Catch-22 situation must have a reasonable solution, for doubtless we're on the horns of a 'choice of laws/conflict of laws' dilemma, the 'choice' between 'law' and 'equity'. And to reconcile the threat of bodily harm/risk of property loss due to my delayed application for your equity jurisdiction:

5. Will Motor Vehicle Bureau accept my application for MO Certificate of Title expressly made "under duress, out of fear of restraint and distress"?

Thank you for your time and consideration Mr. Munsen.

Sincerely,

Bruce G. McCarthy

--

January 27, 1986

Dear Mr. McCarthy:

Listed below are the answers to the questions contained in your most recent letter of January 23, 1986:

1. Section 301.190 of Missouri Law compels Missouri citizens to apply for title to and pay taxes on a motor vehicle within thirty days after the motor vehicle is acquired by the applicant.
2. Whether or not Missouri citizens choose to observe this Law of their own free will or not is academic.
3. Missouri may not "automatically obtain a [citizen's] MSO after 30 days by court order" if the citizen elects to violate Section 301.190 of Missouri Law.
4. A Missouri citizen in possession of an MSO has nothing that "belongs to [the State of Missouri]". Hence, Missouri has no "ownership/property right" to a citizen's MSO PRIOR TO his or her application for a Missouri Certificate of Title.
5. The Motor Vehicle Bureau will accept a citizen's application for Missouri Certificate of Title regardless of the fact that such application may be made "under duress, out of fear of distraint and distress."

We would hope, however, that Missouri citizens would observe their duty to follow Missouri Laws of their own free will and in the spirit of accord which you so aptly cited from Amos 3:3.

Sincerely,

Morris D. Munsen, Jr., Manager Motor Vehicle Bureau

MDM:lo

--

February 10, 1986

Dear Mr. Munsen:

Being away for a few days has delayed my response to your letter of 27 Jan '86 in which you provided some puzzling answers - addressed herein for clarification.

Re: Section 301.190 which allegedly "compels" an application for title: While I can readily grasp how one might be "required" to apply within 30 days to avoid penalty, I cannot see how an act of "application" (a request) can be linked with "compulsion". It appears you have comingled to involuntary stimulus of one party (the grantor) with the voluntary action of another (the grantee), creating, as it were, a non-sequitor.

1. Are you absolutely certain the granting party (State) can lawfully compel the applicant to entreat, beg, petition or make request of the compelling grantor?

2. And when do individual natural persons become subject to these Motor Vehicle Statutes?

a. At birth.

b. At a particular age.

c. Upon application for license, etc.

d. Once within the Missouri borders.

e. Other.

I've never yet seen a copy of these Motor Vehicle Statutes which you allege are binding upon me.

3. Is a complete set of Motor Vehicle Statutes issued to all license, registration and/or State Certificate of Title applicants - or are they all presumed to know the statutes?

Further, if one can be compelled to apply for a 'title' within 30 days of motor vehicle acquisition, it is incumbent upon us all to know the characteristics of this 'thing' so we can recognize it when we see, smell, hear, taste and/or touch the 'title' - lest others deceive/coerce us into relinquishing what we possess, but fail to discern/distinguish.

4. Is the 'title' (not to be construed with a certificate/document OF title) tangible or non-tangible?

A CERTIFICATE of Title, being made of paper, IS tangible, but is not the 'title' for which it is a certificate. The 'title' proper seems to be a non- tangible appellation (e.g., king, husband, buyer, owner, etc.) made manifest/ evident by a document. If this is not so, please correct me.

5. Does the 'title' per se pass from seller to buyer at the date/time/instant of payment?

Oh mercy. I've asked more questions. Please forgive me for being so inquisitive and thank you for the time and effort expended to answer them.

Sincerely,

Bruce G. McCarthy

--

February 14, 1986

Dear Mr. McCarthy:

Your letter of February 10, 1986 has convinced me that I may no longer be of assistance to you.

I am forwarding your most recent letter, as well as all previous letters from you (with my responses attached) to our General Counsel's Office and Criminal Investigation Bureau for whatever action they deem appropriate.

Sincerely,

Morris D. Munsen, Jr., Manager Motor Vehicle Bureau

MDM:lo

--

February 27, 1986

Dear Mr. Munsen:

Your latest letter (10 Feb '86) suggests you may have lost your patience with me. Perhaps you too feel "(Mine) is not to reason why, but to do or die". Please forgive my curiosity and thanks for the help thus far, resting assured I'll not think ill of you for dropping out. Maybe the next party higher up the ladder (did I err, thinking it wass you?) will keep us both abreast of their knowledge and understanding on this subject.

By the way, I have heard from neither your General Counsel OR the Criminal Investigation Bureau as of yet. Would you mind prodding them just a wee bit for me? Those last five (5) questions were quite important, and maybe they have the answers.

Meanwhile, please send me a complete set of the Missouri Motor Vehicle Statutes you imply are binding upon me. In checking around, I can find NO ONE who has ever read them! Isn't that amazing?! Maybe we should rename this the "SNOW ME" State. After all, a motorist on the highways without full knowledge of the statutes is like a cow fenced in with invisible electric wire. He knows when the limits (statutes) are violated when he experiences the shock (statutory penalty) after the fact. Uncertain of avoiding future 'unknown penalties', he consequently lives in a state of perpetual (albeit concealed) fear (of the unknown).

Is this demonstrative of a self-governing "free" and Christian people? Or an unrily PUBLIC requiring POLICY (regulation) from an external source?

Apparently, the churches/schools failed to teach what the parents also avoided - the law of God. Could this be the root problem of our degenerating society?

"Whosoever committeth sin transgresseth also the law: for sin is the transgression of the law." 1 Jn. 3:4

And could it be that LAW accomodates the individual who assumes full liability, while EQUITY (a system of jurisprudence) is that which is administered for limited-liability "wards of the State"? Since our Constitutions provide for both, it raises a question:

1. Which system do the Missouri Motor Vehicle Statutes represent? (Law or Equity?)

Thanks again, Mr. Munsen, and I wish not to incur your ire simply because I've inquired of the statutes you administer and claim bind upon me. I just naturally dislike invisible fences.

Sincerely,

Bruce G. McCarthy

--

March 12, 1986

BRIEF SYNOPSIS WITH ADMINISTRATIVE DETERMINATION VIA TACIT PROCURATION

Dear Mr. Munsen:

Upon review of my files, and considering your impatience, perhaps we could resolve this situation more quickly without your direct inputs - first by laying a foundation of material evidence upon which my decisions/actions are predicated, followed thereafter by a proxy determination - to which you may object.

The following events/terms parallel those which an applicant for MO Certificate of Title encounters, and while blind obedience is that marvel of expedience, reasonable inquiry is the springboard of understanding. So in the words of Isaiah 1:18, "Come now, and let us reason together..."

The applicant/moving party REQUESTS a Form DOR-108, seeking a MO Certificate of Title from the 'passive' granting party.

"REQUEST, v. To ask for something or for permission to do, see, hear, etc., something; to solicit; and is synonymous with beg, entreat and beseech." Black's Law Dictionary, 4th ed., p. 1468. The ensuing nexus/relationship between applicant and the granting party/State is created by APPLICATION.

"APPLICATION. A putting to, placing before preferring a request or petition to or before a person." Black's, 4th ed., p. 127.

"PETITION. A written address, embodying an application or prayer from the person or persons preferring it, to the power, body or person to whom it is presented, for...the grant of some FAVOR, PRIVILEGE OR LICENSE." Black's, 4th ed., p. 1302. [my emphasis]

WE MAKE NO APPLICATION FOR 'FAVOR, PRIVILEGE OR LICENSE'; however, applicants are presumed to know what it is for which they 'beg or entreat' - else would they apply. Likewise, the grantor must know the conditions couched in the ensuing nexus. Upon returning Form DOR-108, applicants must prove OWNERSHIP (A term incomplete in itself) for the item (auto/etc.) in question.

"OWNERSHIP. Ownership of property is either absolute or qualified. The ownership of property is absolute when a single person has the absolute dominion over it...The ownership is qualified when it is shared with one or more persons, when the time of enjoyment is deferred or limited, or when the use is restricted." Black's, 5th ed., p. 977.

Liens and/or insurable interests create QUALIFIED ownership in an item, use being restricted by contract. The State may also obtain an interest therein, although you and Nancy Bemboom assure us no Rights are relinquished subsequent to State titling. So ABSOLUTE ownership must meet/exceed your general terms 'own, owner', etc.

"OWN. To have a good legal TITLE; to hold as property; to have a legal or rightful TITLE to; to have; to possess." Black's, 5th ed., p. 996. [my emph.]

"OWNER. The person in whom is vested the ownership, dominion or TITLE of property...He who has dominion of a thing...which he has a right to enjoy and do with as he pleases, even to spoil or destroy it, as far as the law permits, unless he be prevented by some agreement or covenant which restrains his right." Ibid, p. 996.

Clearly, the applicant HAS title, else could he sign as the owner (either absolute or qualified) without committing perjury! But an agent of yours stated WE DO NOT "OWN" the item covered by an MSO (without lien) and Bill of Sale ("paid in full") - rather, the DEALER owns it. Another agent then declared that at one point "...no one owns it." Mercy! We own it, the dealer owns it - NO ONE OWNS IT!

"OWNERSHIP. Collection of rights to use and enjoy property, including right to transmit it to others. The COMPLETE dominion, TITLE or proprietary right in a thing or claim." Ibid, p. 997. [my emph.]

Indeed! TITLE (an intangible appellation called OWNERSHIP) passes from seller to buyer at the time of payment - not later, in some Motor Vehicle Office. Title cannot pass from the seller to buyer (new OWNER) who mysteriously recovers it from a third party (State) which was not involved in the sale!

"Title to said equipment shall remain in the seller, until the agreed purchase price therefor is paid in full in cash; thereupon TITLE TO THE WITHIN DESCRIBED UNIT PASSES TO THE BUYER AS OF THE DATE OF PAYMENT, even though the actual physical delivery may not be made until a later date." Purchasing Agreement per U.C.C., Sec. 2-201 (our Owner/Customer copy)

Applicants for MO Certificate of Title prove ownership/TITLE by showing - and then SURRENDERING - the proof (MSO). However, when you want to 'cash' [sic] a check, your

proof of identification is not surrendered. Something PARAMOUNT resides in an MSO, making it the source of the latter/lesser document.

"PARAMOUNT TITLE. In the law of real property, properly one which is superior to the title with which it is compared, in the sense that the former is the source or origin of the latter." Black's, 5th ed. .p. 1001.

QUESTION: "Does the applicant surrender...any document when applying for a MO Certificate of Title?" (BGM letter of 17 Oct '85)

ANSWER: "...TITLE MUST BE SURRENDERED with any application for MO title." And, "A 'title' as defined in Section 301.190...is a certificate of ownership containing...description...with a statement of any liens..." (Nancy Bemboom letter of 31 Oct '85)

This describes the MSO, which is the DOCUMENT OF TITLE.

"DOCUMENT OF TITLE. Includes bill of lading...and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers." Black's, 5th ed., p. 432.

This "other document" includes the Certificate of Origin, which neither "purports" to be a Document of Title, nor an MSO, but is augmented by another ownership/title document - the BILL OF SALE.

"BILL OF SALE. Legal document which conveys TITLE from seller to buyer." Ibid, p. 149. [my emph]

"ASSIGNMENT. Tangible property is more often transferred by possession and by instruments conveying title such as a deed or a BILL OF SALE." Ibid, p. 109. [my emph.]

The bill of sale is obviously a title/ownership document, having been the INDICIA OF TITLE for more years than not, prior to this recently added legal hurdle of a State Certificate of Title.

"INDICIA OF TITLE. Generally, a document evidencing TITLE to property, real or personal; e.g., carbon copy of bill of sale to automobile." Ibid, p. 694.

Mr. Munsen, an ABSOLUTE owner HAS complete and perfect title. A debtor does not, being instead a mere LEGAL owner, subject to the surrender of his MSO, perhaps by contract with the bank/etc.

"LEGAL OWNER. One who is recognized and held responsible by the law as the owner of property. In a more particular sense, one in whom the legal title to real estate is vested, but who holds it in trust for the benefit of another, the latter being called the EQUITABLE owner." Ibid, p. 997. [my emph]

Real ESTATE is our concern, and from the foregoing, an EQUITABLE owner is considered more lofty than a legal owner.

"EQUITABLE OWNER. One who is recognized in EQUITY as the owner of property, because the real and beneficial use and title belong to him, although the bare legal title is vested in another..." Ibid, p. 996. [my emph]

"EQUITY. ...is a body of jurisprudence, or field of jurisdiction, differing in its origin, theory and methods from the common law... A system of jurisprudence collateral to, and in some respects independent of law." Ibid, p. 484.

As an aside, both systems (common law and equity) are referred to in the U.S. Constitution (Article 3, Section 2, Paragraph 1, &c.), although most people are now subject to equity, having exchanged Rights at Law for government granted/revokable privileges/"civil rights" - or slavery by contract/consent, pursuant to the 13th Amendment. And 'legal' is the mere FORM of law, while 'lawful' contemplates the SUBSTANCE of law. While one may CONTRACT into equity, he cannot be lawfully COMPELLED to abandon the Law.

Thus, the MSO is 'voluntarily' surrendered to, and becomes property of, the State, which thereafter assumes a correlative interest in the item covered BY the MSO. The 'legal' owner uses the car/&c. by 'permit' which he 'begs' annually - subject to revisable rules.

Many people share ownership with the banks, which protect their interest in the cars/&c. by adding another contract - insurance. Hence, the underwriters obtain an interest in automobiles/ etc. by assuming the greater liability. The banks and insurance companies then seek legislation (equity) to regulate their limited liability debtors - many of whom act/drive like there will be no tomorrow.

"The rich ruleth over the poor, and the borrower is servant to the lender." Pr. 22:7

The cattle drives are still with us, but the steers are now made of steel - called automobiles, 'tagged' by the 'branding' office (Motor Vehicle Bureau. The cowpokes (police) inspect these tags whenever a bad steer is culled from the herd, using the tag to ascertain whether any equitable owner has a 'beef' (ho ho) with the renegade who may have forgotten to make his paymentns, beg for an annual permission slip, etc.

Motor Vehicle Bureau has an important task to keep abreast of the statistical information on automobiles/etc. which ramble all over God's earth unowned by the operators. The 'real' owners have a right/need to know where they are, and this is where you come in - and where we part company.

Equitable owners naturally have a vested interest in the personal habits of their operators. For instance, DUI/OUI contributes to many accident claims, so those with a vested interest in locating intoxicated motorists have encouraged 'roadblocks', which violate our Rights at Law. Licensing is the 'legal' method to circumvent the law - licensees CONSENTING to statutes which run COUNTER to law, subjecting themselves VOLUNTARILY to equity jurisdiction.

This is not to condemn equity itself, but rather the methodology (force and deception) used to draw people under its umbrella.

PROXY DETERMINATION

Thus by reason of the foregoing, this Proxy Determination is made to resolve the stalemate imposed by your silence, an to let the truth be known.

1. Does Title of auto/etc. pass from seller to buyer at time of payment, absent lienholder(s)?
ANSWER: YES.

2. Does evidence of Absolute and Perfect Title precede a Missouri Certificate of Title?
ANSWER: YES.

3. Can we obtain a Missouri Registration before receiving a Missouri Certificate of Title?
ANSWER: NO.

4. Can we obtain a Missouri Certificate of Title before surrendering Title (per Bemboom 31 Oct '85 and mine (Proxy) 30 Dec '85 and 9 Jan '86)? ANSWER: NO.

5. Can we be compelled At Law to surrender Title to that which we own free and clear?
ANSWER: NO.

6. Failing to voluntarily surrender title pursuant to threat of penalty imposed in equity, can we be compelled At Law to register auto/etc? ANSWER: NO.

7. When do we become subject to Missouri Motor Vehicle Statutes? ANSWER: UPON APPLICATION FOR FAVOR, PRIVILEGE OR LICENSE GOVERNED BY SAID STATUTES.

8. Are these statutes of an At Law or Equity jurisdiction/nature? ANSWER: EQUITY.

9. Can we be compelled to abandon Rights At Law and/or to seek privileges in Equity?
ANSWER: NO.

SUMMARY OF ADMINISTRATIVE DETERMINATION

Therefore, by reason of the foregoing, the party in possession of (and to whom is issued) MSO and Bill of Sale (absent lienholders) is the absolute owner of said method of conveyance and cannot be compelled to surrender absolute ownership or ownership documents (e.g., MSO/ Document of Title).

The retention of absolute ownership precludes receipt of Missouri Certificate of Registration, said Registration contingent upon an application for Certificate of Title (and surrender of paramount title document/MSO) which cannot be compelled At Law.

Therefore, registration/license plates VOLUNTARILY obtained by an application of a de jure citizen entering an equity jurisdiction are NOT compellable At Law, for one cannot be compelled At Law to abandon Law, nor can one be compelled by equity to enter equity.

RE: TRAVELER IN HIS PERSON

A traveler using the highways for viatic purposes, not for hire or compensation, without bond of law (contract) to Motor Vehicle Departments, equitable owners or parties with insurable interest, using such absolutely owned method of locomotion or conveyance, retains his/her right to travel At Law, as distinguished from the mere PRIVILEGE to "drive" under equity jurisdiction.

A license is a PRIVILEGE, and a PRIVILEGE is permission to do something against or beyond the course of the law (see Black's). However, the simple exercise of one's At Law right to travel is not, and never was, against or beyond the course of law.

"Personal liberty, or the right of the enjoyment of life and liberty, is one of the fundamental or natural rights, which has been protected by its inclusion as a guarantee in the various constitutions, which is not derived from or dependent on the U.S. Constitution, and which may not be submitted to a vote and may not depend on the outcome of an election. It is one of the most sacred and valuable rights, as sacred as the right to private property...and is regarded as inalienable." 16 C.J.S., Constitutional Law, Sec. 202, p. 987.

"Personal liberty largely consists of THE RIGHT OF LOCOMOTION - to go where and when one pleases - only so far restrained as the rights of others may make it necessary for the welfare of all other citizens. The right of the citizen TO TRAVEL UPON THE PUBLIC HIGHWAYS and to transport his property thereon, by horsedrawn carriage, wagon OR AUTOMOBILE, IS NOT A MERE PRIVILEGE which may be permitted or prohibited at will, BUT A COMMON RIGHT which he has under his right to life, liberty and the pursuit of happiness. Under this constitutional guarantee one may, therefore, under normal conditions, travel at his inclination along the public highways or in public places, and while conducting himself in an orderly and decent manner, neither interfering with, nor disturbing another's rights, he will be protected, not only in his person, but in his safe conduct." 11 Am. Jur. 1st, Constitutional Law, Sec. 329, p. 1135.

WARNING!!!

"Where rights secured by the Constitution are involved, there can be no rule making or legislation which could abrogate them." Miranda v. Arizona, 384 U.S. 491.

"If two or more persons conspire to injure, oppress, threaten or intimidate any citizen in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same...they shall be fined not more than \$10,000, or imprisoned not more than 10 years, or both..." Title 18, United States Code, Section 241.

"Whoever, under color of any law, statute, ordinance, regulation or custom, willfully subjects any inhabitant of any State, territory or district to the deprivation of any rights, privileges or immunities secured or protected by the Constitution or laws of the United States...shall be fined not more than \$1,000 or imprisoned not more than one year, or both..." Title 18, United States Code, Section 242.

DETERMINATION FINAL

This Determination becomes FINAL if not specifically objected to in detail within 14 days of receipt; extension of deadline herein granted if statutory provision is cited within the said 14 days.

Thank you Mr. Munsen - and rest assured I feel neither bitterness nor rancor towards your agency or its officials. You perform an essential service to and for Missouri debtors/creditors - but not us.

Dated this 12th day of March 1986.

Pursuant to the Bible doctrine of 'two or three witnesses' (Dt. 19:15, Mt. 18:16, etc.) we put our hands to this instrument.

Bruce G. McCarthy Janice C. McCarthy

CERTIFICATE OF SERVICE

We certify that due service of the foregoing SYNOPSIS AND ADMINISTRATIVE DETERMINATION has been made upon Mr. Morris D. Munsen, Jr., by U.S. Mail (Certified - Return Receipt) at his office (Motor Vehicle Bureau, P.O. Box 100, Jefferson City, MO) on the ____ day of March 1986.

Bruce G. McCarthy Janice C. McCarthy

—
March 14, 1986

Missouri Department of Revenue

P.O. Box 475

Jefferson City, MO 65105

Dear Mr. McCarthy:

A quick perusal of our computer files has revealed the following:

1. There are no motor vehicles titled to you in the State of Missouri, which is probably just as well, since
2. No Missouri operator's license has been issued to you. We were going to contact you by telephone, but
3. There is no telephone listing in your name.
4. Furthermore, we can't seem to find any record of you having paid any Missouri income tax for the last five (5) years.

Perhaps if you were to give us more accurate information as to your identity, we could provide the appropriate responses to your questions.

Sincerely,

James A. Chenault III Assistant General Counsel

JAC/kv cc: Morris Munsen

--

March 18, 1986

Dear Mr. Chenault:

Thank you for the communique (14 Mar '86), although the answers to my five essential questions of 10 Feb '86 were conspicuous by their absence. Have we a communications problem? Or was this a response only to my 12 Mar '86 Synopsis/ Proxy Determination?

Has it become your duty to enter the 'objections' as necessary? I only need the name/title ('identity') of the person handling this case at present, having already been re-routed twice. I suspect target identification is going to be more challenging for my side than yours, unaware as to how many others there in Jefferson City may ultimately share in resolving my concerns.

Your interest in my identity apparently extends beyond my person, encompassing any acquisitions and extraneous matters of pecuniary import, suggesting yours could be a mind which strays easily from the topic at hand. Nothing you mentioned had a direct relevance to my inquiries. If my 'motor vehicles' were state 'titled' (#1), the issue would be moot, assuming I had a motor vehicle by your definition - which I'm not sure.

The existence of a Missouri 'operator's license' (#2) is not at issue as yet, nor the fact (#3) that I have no listed telephone number. But you're lucky you didn't reach me, as I'm prone to be long-winded.

And what, pray tell, does the payment of Missouri income taxes (#4) have to do with what I've asked and whether I'm entitled to an answer? I want to know something BEFORE we get hitched - rather than wait 'til the honeymoon is over. Is that unreasonable?

Providing any information necessary to help resolve this quagmire would be my greatest wish, but I'm inclined to believe you are in possession of this, and not I. If not, what is the 'more accurate information' you need concerning my 'identity'? Would there be a substantial difference in your 'appropriate responses' were these questions to emanate from a prospective teenage automobile owner? Or a retired Alaskan pipefitter? Before anyone makes application, they have both a need and a right to know EXACTLY what it is they will incur - don't you agree?

Meanwhile, I'm confident your office possesses the wherewithal to answer the five questions outstanding sine the 10th of February. May I count on your support?

Thanks Mr. Chenault.

Sincerely,

Bruce G. McCarthy

--

March 19, 1986

Dear Mr. McCarthy:

You seem to have missed the point of my last letter. The point is: the taxpayers of Missouri pay our salaries here at the Department of Revenue. I am sure the taxpayers of this fair state would be outraged over the amount of their time and money we have spent thus far attempting to satiate one who is not to be found in their ranks.

I do not believe I can, in good conscience, continue to expend their funds on this matter.

Sincerely,

James A. Chenault III Assistant General Counsel

JAC/kv cc: Morris Munsen

--

March 22, 1986

Dear Mr. Chenault:

By the tenor of your terse remarks (19 Mar '86), it would seem you have been endowed with an even greater deficiency of patience than the last two DOR agents. And sorry I missed the point. Maybe you'd do better to express and stress it next time, for those of us lacking the perspicacity to probe such profundities.

Apparently, the out of state 'new arrival' is entitled to no more courtesy than your 'native son' whose name has yet to be recorded in your 'book of life' (dossier). Such callousness seems somewhat out of character for one who champions the 'taxpayers [and future taxpayers?] of this fair state'. Your concern for the prudent use of "taxpayer's time and money" is laudable indeed, for we do not wish to cause an 'outraged' citizenry. But you failed to consider my potential outrage pursuant to an eight month runaround. Why?

To allay your good conscience and stem a potential mass uprising, I will gladly pay the monetary cost of this contest. Identify the 'money' (expressed in dollars) currently used by your agency, and I will begin by sending you 100 POUNDS of it! This should satiate your thirst for funds and thus lift this grievous burden from the shoulder of our toiling masses. Then, maybe I will also be 'found in their ranks' - counted as one of your productive drones.

Meanwhile, Mr. Munsen's time (re Administrative Determination by Proxy) is running. Why not give him a hand.

Sincerely,

Bruce G. McCarthy

--

March 25, 1986

Dear Mr. McCarthy:

The answers to the five questions presented in your letter to me of February 10, 1986 are as follows:

1. I personally am not "absolutely certain" that the state of Missouri may "lawfully compel" a Missouri citizen to apply for a Missouri Certificate of Title to a vehicle within thirty days of its purchase. Missouri law, however, does certainly REQUIRE such an action on the part of Missouri citizens.
2. Natural persons become subject to Missouri's titling and registration laws thirty days after establishing residency in Missouri.
3. A complete set of Missouri Motor Vehicle Statutes is not "issued" to all license, registration and title applicants. Missouri citizens are presumed to know the laws of the state.
4. You may correctly consider the title, "not to be construed with a certificate/document OF title", to be "an intangible appellation called ownership".
5. Title, i.e., ownership, does pass from seller to buyer upon the valid assignment of a Manufacturer's Statement of Origin or a Certificate of Title. To effect a valid assignment of title to a vehicle, the acknowledgment of assignment by the owner before a notary public is mandatory.

Mr. McCarthy, I realize we could go on trading questions and answers in this vein for quite some time. My concern is not that I cannot answer your questions, but rather that we avoid a situation where there is no final answer, merely a series of exchanges which never narrows to the point.

I trust my letter has provided your final answer on this matter.

Sincerely,

Morris D. Munsen, Jr., Manager Motor Vehicle Bureau

MDM:lo

--

April 2, 1986

Dear Mr. Munsen:

Thank you for the candid response to my five questions of 10 Feb '86, and I cannot overemphasize my sincere desire to sidestep all needless conflict, nor is it my intent to create a situation with no final answer, although we could have gotten to the point a bit sooner with more honest and complete answers.

Consider, for example, the baffling response of Nancy Bemboom (31 Oct '85) in which she stated, "A Missouri Certificate of Title...is the only proof of ownership." There are probably many who hold this belief, but popular delusion is no less delusion. Applicants must first PROVE ownership, however, before obtaining their "only proof of ownership". Oh dear. Either an applicant commits perjury, or someone at your office made a false statement. Please help me.

1. Is ownership made imperfect, perhaps by contract, the buyer somehow absent Property Right until a duty is rendered to the State of Missouri?

I feel as though you may have tried to tell me something - that I don't own an item, or have any property right in it, unless I first satisfy the State of Missouri by jumping through a few "statutory hoops". Now to your letter.

Re the 30 day requirement. It appears by the wording of your MO Certificate of Title ("You must apply...within 30 days...or pay a delinquent penalty.") that the requirement is merely to avoid a penalty if one wishes to apply later, the 'fee' serving as an inducement to volunteer/apply early. By your omission, we are led to believe one can simply be compelled to apply.

Next. If one is subject to the MO Motor Vehicle Statutes solely on the basis of 30 days residence, this would cover all natural persons regardless of age or mental acuity. However, I question whether a five or ten year old child is chargeable under your statutes. Have we another omission?

2. Is there no requirement to first APPLY for something (license, etc.) covered by the Motor Vehicle Statutes before becoming subject to them?

I'm not trying to quarrel with every jot and tittle, but consider a pilot who becomes incapacitated, his unlicensed passenger then taking the controls to land the airplane. I seriously doubt the passenger would (or COULD) be cited for operating an airplane without a license, having never created the administrative nexus by which he becomes subject to the applicable statutes.

The idea that Missouri citizens are "presumed to know the laws" challenges all common sense (which isn't too common), especially considering the proliferation of 'revised' statutes. To know all statute law is IMPOSSIBLE and DOUBLY ABSURD when the statutes are withheld from applicants who cannot 'know' them all in the first place. To retain this presumption, there would have to be a voluntary act of application by a moving party, presumed to know what it was for which he freely, without coercion, made application.

3. Am I right? If not, PLEASE CORRECT ME.

Thank you for the assistance, Mr. Munsen, trusting these last three questions will obviate additional queries. It's evident by your express and tacit determinations that we have NO EXISTING CONTROVERSY regarding my Right to Travel (versus mere 'privilege' to 'drive'), and these will serve as my material evidence if ever contested. Your cooperation has been appreciated, but if I've erred, and there IS an existing controversy, by all means let me know what it is so we can resolve this like gentlemen. Further, if you object to my Tender of Issue, namely the Right to Travel, I'd certainly enjoy your views, lest I err in holding to a delusion of freedom we no longer retain as the 'posterity' spoken of in the Constitutional Preamble of 1787.

Thanks again Mr. Munsen!

Sincerely,

Bruce G. McCarthy

--

April 4, 1986

Dear Mr. McCarthy:

Listed below are the answers to your three questions of April 2, 1986.

QUESTION 1: "Is ownership made imperfect, perhaps by contract, the buyer somehow absent Property Right until a duty is rendered to the State of Missouri?" ANSWER: No.

QUESTION 2: "Is there no requirement to first APPLY for something (license, etc.) covered by the Motor Vehicle Statutes before becoming subject to them?" ANSWER: No.

QUESTION 3: "Am I right? If not, PLEASE CORRECT ME." ANSWER: You are wrong. The presumption that citizens of the State of Missouri know its laws is founded on the well-settled rule that ignorance of the law is no excuse for violating it.

Thank you for the compliment on my "candid" response to your previous letter of February 10, 1986. Please allow me one observation. The eight months you have spent in this quest could have been shortened considerably had you refrained from convoluted analogies and, in your own words, "gotten to the point a bit sooner with more honest and complete answers". Please feel free to use any of my responses as "material evidence" when you are arrested for driving an improperly registered motor vehicle in the State of Missouri. Although the arresting officer and the court may find my letters instructional, those officers will, no doubt, quickly come to the point with an "honest and complete" request to see your Missouri certificate of registration. Of course, we know that you will not have one, because you have spent eight months gathering valuable "material evidence" from my office in order to stall application for Missouri title and registration documents. You may discover at that point that Missouri State Highway Patrol troopers are also quite "candid".

Sincerely,

Morris D. Munsen, Jr., Manager Motor Vehicle Bureau

MDM:lo

--

May 1, 1986

Dear Mr. Munsen:

Please excuse the delay in responding to your letter of April 4, but I was out of state awhile and later taken ill.

And sorry you were confused by my analogies.

Re in "improperly registered motor vehicle": How can an item which is not registered be registered improperly? And what is a "motor vehicle" by unabridged statutory definition? California statutes define one as a "...contrivance...used for commercial purposes...", which no doubt everyone is presumed to know. But how we are presumed to know every esoteric statutory definition and requirement is beyond me, although people are often willing to subject themselves to the unknown and unknowable.

Now to your answers.

#1 Re: Perfect ownership. We agree - I think. Absolute owner has perfect title before the State enters the picture. He has absolute property (right to possess and use lawfully) which cannot be taken away by statute, absent contract. You probably disagree, believing all statutes are Law, even if contravening Constitutional and/or Biblical Law. Right or wrong?

#2 Re: Subject to statute by application. We disagree. But it seems only reasonable that one must apply for a privilege or benefit to become subject to the co-relative statutes, lest everyone, regardless of age, mental competence, habitat, etc., be made subject to ALL existing statute. The application secures a common law property element - signature - which is a sign of voluntary consent, which creates a 'bond of law' binding the applicant.

Perhaps one of my "convoluted analogies" will help. Two similar vans approach a weigh station, one pulling onto the scales, the other whistling on by. One is subject to statutes not binding the other, the driver on the scales "presumed to know" he's required to stop, the other "presumed to know" he's not. Each is presumed to know the statutes governing the benefit they freely sought by application. And when differences exist between them, one must surely exist between an applicant (subject to law of contract) and a non-applicant (subject to Law).

Trucks subject to weigh stations share several indicia in common, by the way:

1. They are owned by "corporations" (creatures of the state, thus subject to control by their creator) - corporate status sought by application.
2. They use I.C.C. numbers - obtained by application.

3. They have commercial plates - by application.
4. The 'operators' are licensed - by application.
5. Neither the operator nor the companies absolutely own the truck, trailer or contents. Others (e.g., banks) claim equitable ownership, these debts also incurred by application.

The legal status of truckers APPEARS to be weight related, but other considerations weigh more heavily, which is why motorhomes ignore weigh stations while lighter vans may have to enter. Each is bound to the appropriate statutes - by contract - which is why APPLICATION is essential to cementing the nexus between the applicant and the statutes he is "presumed to know". Isn't this reasonable?

#3 Re: Presumption of knowledge. We disagree. But we must surely agree that it is IMPOSSIBLE to know ALL statute law. OK? And no man is bound to an impossibility. Right? Binding people to such an absurdity would make statute law itself absurd. Ignorance of God's law, however, is without excuse (Ro. 1:20), since it is written on the heart and inward parts (conscience?) of Israel and Judah (Jer. 31:31-34 and He. 8:8-10). This might be why we cannot find a statute to assert the "well-settled rule" of presumption - a rule we cannot find, but which came from the (Anglo-American) common law.

"Under the common law, a principle was adopted that ignorance of the law is no excuse for a violation of law. (This principle is sometimes stated that every person is presumed to know the law.) This principle was practical and workable under the early common law which was based on the mores of the people." Trial by Jury, Samuel W. McCart, Member of the District of Columbia Bar, p. 16 (1964).

The "mores" of the people refers to our conscience (law in the heart) which served as the foundation for our common law and the idea that a moral jury would nullify bad law by voting their conscience. This principle was 'practical and workable' - once.

"Statute law brought in, and continues to bring in, new and sometimes strange restraints and obligations. It is not possible any longer for an intelligent and educated person to know all statute law - let alone an illiterate or ignorant person." Ibid, p. 16.

So the practical and workable has become impossible. Mr. Munsen, I don't wish to belabor this subject, nor to debate you by mail. But do we agree that there is confusion in a system where a person is presumed to know the impossible, while bound thereby? Otherwise, our correspondence suggests we are agreed as follows:

WE CANNOT GET A REGISTRATION PLATE WITHOUT FIRST APPLYING FOR A CERTIFICATE OF REGISTRATION, WHICH IN TURN, CANNOT BE OBTAINED WITHOUT FIRST GETTING A CERTIFICATE OF TITLE. BUT TO GET THIS, WE MUST FIRST SURRENDER THE TITLE - WHICH NO ABSOLUTE OWNER CAN BE COMPELLED TO DO.

THUS WE RETAIN AND EXERCISE OUR RIGHT TO TRAVEL WITH AUTOMOBILE, ETC., AND HAVE NEVER RECEIVED NOTICE FROM YOUR DEPARTMENT THAT WE HAVE NO SUCH RIGHT HERE IN THE STATE OF MISSOURI, OR ELSEWHERE.

YOU CONSENTED TO THIS DETERMINATION - VIA TACIT PROCURATION. IF EXERCISING A RIGHT TO TRAVEL WAS UNLAWFUL, THEN YOU SHOULD HAVE NOTIFIED ME OF THE CRIME AT LAW (NOT ADMIRALTY/EQUITY/ETC.), AND SIMULTANEOUSLY STATED, "BRUCE G. MCCARTHY DOES NOT HAVE A RIGHT TO TRAVEL ON MISSOURI HIGHWAYS VIA AUTOMOBILE OR OTHER SUCH METHOD OF CONVEYANCE."

Mr. Munsen, I again assure you that I feel neither bitterness nor rancor towards you, your agency or the Highway Patrol. All of you perform an essential service for the many who are subject to contract law (Admiralty, Equity, etc.). Your pertinent questions and comments are appreciated, and I certainly want to resolve any conflict or misunderstanding arising from this correspondence.

Thank you for your time and consideration.

Sincerely,

Bruce G. McCarthy

--

June 7, 1986

Dear Mr. Munsen:

Receiving no reply to my May 1, 1986 correspondence causes me to conclude there is no existing controversy. We apparently concur; one's right to absolute ownership of conveyance and right to travel are preserved, absent contract (e.g., with Motor Vehicle Bureau) to mitigate them.

We recognize, however, most automobile "owners" have applied for bank credit/ debt, limited liability (insurance) - and a license (privilege) from the State, to do what they otherwise could have done by right, were it not for their self-imposed 'fetters'. So these people ("...those bound to Service for a Term of Years..." - Article 1, Section 2, Paragraph 3, U.S. Constitution) waived Rights At Law, "choosing" your system of administrative statutes.

Absent any license/contract/benefit which would waive my Rights to Travel and Absolute Ownership, these rights remain intact and inviolate - so long as they are claimed. IF THIS IS NOT SO, PLEASE ADVISE, so I can correct/amend my position.

I'm hoping to resolve all possible disputes with Missouri MVD first, believing my connection to/ with 'police enforced' MVD statutes begins by contract/ application for grant of privilege, license or benefit from MVD - or even other agencies. To reconcile our differences on this point, please IDENTIFY (select as many choices as you need) the NATURE of the body of law that you administer:

a. Admiralty/Maritime

b. Law Merchant

c. Roman Civil Law

d. Anglo-American Common Law and/or Law of God

e. Equity

f. Other _____

Please help me resolve our differences, after which I'll compile and submit a list of points/elements to show where we agree. This will narrow the issues, and could save us considerable time later.

"Agree with thine adversary quickly, while thou art in the way with him; lest at any time the adversary deliver thee to the judge, and the judge deliver thee to the officer, and thou be cast into prison." Mt. 5:25

Direct, clear and honest communication can avert serious disputes if we'll take the time and make the effort. At any rate, I'd sure prefer (if I had my 'druthers) not to be delivered to the judge.

Thank you for your time and consideration Mr. Munsen.

Sincerely,

Bruce G. McCarthy

--

And there the matter rests.