Without Prejudice UCC 1.207 / 1-308

Remedy and Recourse

Every system of civilized law must have two characteristics: Remedy and Recourse. Remedy is a way to get out from under the law. The Recourse provides that if you have been damaged under the law, you can recover your loss. The Common Law, the Law of Merchants, and even the Uniform Commercial Code all have remedy and recourse, but for a long time we could not find it. If you go to a law library and ask to see the Uniform Commercial Code they will show you a tremendous shelf completely filled with the Uniform Commercial Code. When you pick up one volume and start to read it, it will seem to have been intentionally written to be confusing. It took us a long time to discover where the Remedy and Recourse are found in the U.C.C. They are found right in the first volume, at 1-207 and 1-103.

Remedy

“The making of a valid Reservation of Rights preserves whatever rights the person then possesses, and prevents the loss of such rights by application of concepts of waiver or estoppel.” (UCC 1-207.7)

It is important to remember when we go into a court that we are in a commercial, international jurisdiction. If we go into court and say, “I DEMAND MY CONSTITUTIONAL RIGHTS!”, the judge will most likely say, “You mention the Constitution again, and I’ll find you in contempt of court!” Then we don’t understand how he can do that. Hasn’t he sworn to uphold the Constitution? The rule here is: you cannot be charged under one jurisdiction and defend yourself under another jurisdiction. For example, if the French government came to you and asked where you filed your French income tax of a certain year, do you go to the French government and say “I demand my Constitutional Rights?” No. The proper answer is: “THE LAW DOES NOT APPLY TO ME. I AM NOT A FRENCHMAN.” You must make your reservation of rights under the jurisdiction in which you are charged, not under some other jurisdiction. So in a UCC court, you must claim your Reservation of Rights under UCC 1-207.

UCC 1-207 goes on to say…

“When a waivable right or claim is involved, the failure to make a reservation thereof, causes a loss of the right, and bars its assertion at a later date.” (UCC 1-207.9)

You have to make your claim known early. Further, it says:

“The Sufficiency of the Reservation: any expression indicating an intention to reserve rights is sufficient, such as “without prejudice”. (UCC 1-207.4)

Whenever you sign any legal paper that deals with Federal Reserve Notes, write under your signature: “Without Prejudice (UCC 1-207.4).” This reserves your rights. You can show, at UCC 1-207.4, that you have sufficiently reserved your rights.

It is very important to understand just what this means. For example, one man who used this in regard to a traffic ticket was asked by the judge just what he meant by writing “without prejudice UCC 1-207” on his statement to the court? He had not tried to understand the concepts involved. He only wanted to use it to get out of the ticket. He did not know what it meant. When the judge asked him what he meant by signing in that way, he told the judge he was not prejudice against anyone… The judge knew that the man had no idea what it meant, and he lost the case. You must know what it means!

Without Prejudice UCC 1.207
When you use “without prejudice UCC 1-207″ in connection with your signature, you are saying, “I reserve my right not to be compelled to perform under any contract or commercial agreement that I did not enter knowingly, voluntarily and intentionally. I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement.”

What is the compelled performance of an unrevealed commercial agreement? When you use Federal Reserve Notes instead of silver dollars, is it voluntary? No. There is no lawful money or alternative, so you have to use Federal Reserve Notes; you have to accept the benefit. The government has given you the benefit to discharge your debts with limited liability, and you don’t have to pay your debts. How nice they are! But if you did not reserve your rights under 1-207.7, you are compelled to accept the benefit, and are therefore obliged to obey every statute, ordinance, and regulation of the government, at all levels of government; federal, state and local.

If you understand this, you will be able to explain it to the judge when he asks. And he will ask, so be prepared to explain it to the court. You will also need to understand UCC 1-103, the argument and recourse. If you want to understand this fully, go to a law library and photocopy these two sections from the UCC. It is important to get the Anderson, 3rd edition. Some of the law libraries will only have the West Publishing version, and it is very difficult to understand. In Anderson, it is broken down with decimals into ten parts and, most importantly, it is written in plain English.

Recourse

The Recourse appears in the Uniform Commercial Code at 1-103.6, which says:

“The Code is complimentary to the Common Law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the Common Law, unless there is a clear legislative intent to abrogate the Common Law.” (UCC 1-103.6)

This is the argument we use in court. The Code recognizes the Common Law. If it did not recognize the Common Law, the government would have had to admit that the United States is bankrupt, and is completely owned by its creditors. But, it is not expedient to admit this, so the Code was written so as not to abolish the Common Law entirely. Therefore, if you have made a sufficient, timely, and explicit reservation of your rights at 1-207, you may then insist that the statutes be construed in harmony with the Common Law.

If the charge is a traffic ticket, you may demand that the court produce the injured person who has filed a verified complaint. If, for example, you were charged with failure to buckle your seat belt, you may ask the court: “Who was injured as a result of your failure to ‘buckle up’?” However, if the judge won’t listen to you and just moves ahead with the case, then you will want to read to him the last sentence of 103.6, which states: (2) Actually, it is better to use a rubber stamp, because this demonstrates that you had previously reserved your rights. The simple fact that it takes several days or a week to order and get a stamp shows that you had reserved your rights before signing the document. Anderson Uniform Commercial Code Lawyers’ Cooperative Publishing Co. The Code cannot be read to preclude a Common Law section. Tell the judge, “Your Honor, I can sue you under the Common Law, for violating my rights under the Uniform Commercial Code. I have a remedy, under the UCC, to reserve my rights under the Common Law. I have exercised the remedy, and now you must construe this statute in harmony with the Common Law. To be in harmony with the Common Law, you must come forth with the damaged party.”

If the judge insists on proceeding with the case, just act confused and ask this question: “Let me see if I understand, Your Honor, has this court made a legal determination that sections 1-207 and 1-103 of the Uniform Commercial Code, which is the system of law you are operating under, are not valid law before this court?”
Now the judge is in a jam! How can the court throw out one part of the Code and uphold another? If he answers, “yes”, then you say: “I put this court on notice that I am appealing your legal determination.” Of course, the higher court will uphold the Code on appeal. The judge knows this, so once again you have boxed him in.

Explain U.C.C. 1-207

If you are confronted with explaining what the “UCC 1-207” does here is your answer.

When you are going to sign a contract (drivers license, lease, buying an automobile, snowmobile, a building permit, marriage license, devoice decree, or any other document).

BEFORE you sign!!! you have the right to draw a fine line through anything that is not to your liking. It can be a number, a letter, a word or a group of words. At this time you can add anything you want in the contract. Any changes you have made sign your name close to it and date it. A contract is to have all of the contract in full disclosure at the time of signing. If not the UCC 1-207 will stop you from giving up your rights on the contract you are about to sign and void out any part of the contract that you have not had the opportunity to view.

Now how the UCC 1-207 works.

After you put UCC 1-207 where your signature is going to be. ” your signature” is the last you thing you put on the document. When you pick up your pen from the signed contract it is consummated, you have given up your right to change the contract. Here is some more UCC information. You can go to a public law library for more information.

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(UCC1-207/UCC1-308 UCC 1-103)