

The Exit Door

First Amendment

“Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.”

Congress. Formal meeting of delegates or representatives. The Congress of the United States was created by Article I, Section I, of the Constitution, adopted by the Constitutional Convention on September 17, 1787, providing that "All legislative Powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives." The first Congress under the Constitution met on March 4, 1789, in the Federal Hall in New York City. The membership then consisted of 20 Senators and 59 Representatives. See House of Representatives; Senate.

Delegate. A person who is delegated or commissioned to act in the stead of another. *Landro v. Pacific Atlantic S. S. Co.*, D.C.Wash., 30 F.Supp. 538, 539. A person to whom affairs are committed by another; an attorney. A person elected or appointed to be a member of a representative assembly. Usually spoken of one sent to a special or occasional assembly or convention. Person selected by a constituency and authorized to act for it at a party or State convention. See also Delegation.

Shall. As used in statutes, contracts, or the like, this word is generally imperative or mandatory. In common or ordinary parlance, and in its ordinary signification, the term "shall" is a word of command, and one which has always or which must be given a compulsory meaning; as denoting obligation. It has a peremptory meaning, and it is generally imperative or mandatory. It has the invariable significance of excluding the idea of discretion, and has the significance of operating to impose a duty which may be enforced, particularly if public policy is in favor of this meaning, or when addressed to public officials, or where a public interest is involved, or where the public or persons have rights which ought to be exercised or enforced, unless a contrary intent appears. *People v. O'Rourke*, 124 Cal.App. 752, 13 P.2d 989, 992. But it may be construed as merely permissive or directory (as equivalent to "may"), to carry out the legislative intention and in cases where no right or benefit to any one depends on its being taken in the imperative sense, and where no public or private right is impaired by its interpretation in the other sense. *Wisdom v. Board of Sup'rs of Polk County*, 236 Iowa 669, 19 N.W.2d 602, 607, 608.

Make. To cause to exist. *United States v. Giles*, 300 U.S. 41, 57 S.Ct. 340, 344, 81 L.Ed. 493. To form, fashion, or produce. To do, perform, or execute; as to make an issue, to make oath, to make a

presentment. To do in form of law; to perform with due formalities; to execute in legal form; as to make answer, to make a return or report. To execute as one's act or obligation; to prepare and sign; to issue; to sign, execute, and deliver; as to make a conveyance, to make a note. To conclude, determine upon, agree to, or execute; as to make a contract. To cause to happen by one's neglect or omission; as to make default. To make acquisition of; to procure; to collect; as to make the money on an execution or to make a loan. To have authority or influence; to support or sustain; as in the phrase, "This precedent makes for the plaintiff."

No

Merriam-Webster Full Definition of NO

1a chiefly Scottish : NOT

b —used as a function word to express the negative of an alternative choice or possibility <shall we go out to dinner or *no*>

2: in no respect or degree —used in comparisons <you're *no* better than the rest of us>

3: not so —used to express negation, dissent, denial, or refusal <*no*, I'm not going>

4—used with a following adjective to imply a meaning expressed by the opposite positive statement<in *no* uncertain terms>

5—used as a function word to emphasize a following negative or to introduce a more emphatic, explicit, or comprehensive statement <it's big, *no*, it's gigantic>

6—used as an interjection to express surprise, doubt, or incredulity

7—used in combination with a verb to form a compound adjective <*no*-bake pie>

8: in negation <shook his head *no*>

Law. That which is laid down, ordained, or established. A rule or method according to which phenomena or actions co-exist or follow each other. Law, in its generic sense, is a body of rules of action or conduct prescribed by controlling authority, and having binding legal force. United States Fidelity and Guaranty Co. v. Guenther, 281 U.S. 34, 50 S.Ct. 165, 74 L.Ed. 683. **That which must be obeyed and followed by citizens subject to sanctions or legal consequences is a law.** Law is a solemn expression of the will of the supreme power of the State. Calif. Civil Code, § 22.1.

Respect

Merriam-Webster Full Definition of RESPECT

1: a relation or reference to a particular thing or situation <remarks having *respect* to an earlier plan>

2: an act of giving particular attention : [consideration](#)

3a : high or special regard : [esteem](#)

b : the quality or state of being [esteemed](#)

c plural : expressions of high or special regard or [deference](#) <paid our *respects*>

4: [particular](#), [detail](#) <a good plan in some *respects*>

Respective. Relating to particular persons or things, each to each; particular; several; as, their respective homes.

Oxford Dictionary

Establishment. "A business organization, public institution, or [household](#)."

Black's Law 5th Edition

Household, adj. Belonging to the house and family; domestic.

Household, n. A family living together. *Schurler v. Industrial Commission*, 86 Utah 284, 43 P.2d 696, 699. Those who dwell under the same roof and compose a family. **A man's family living together constitutes his household, though he may have gone to another state.** Term "household" is generally synonymous with "family" for insurance purposes, and includes those who dwell together as a family under the same roof. *Van Overbeke v. State Farm Mut. Auto. Ins. Co.*, 303 Minn. 387, 227 N.W.2d 807, 810. Generally, the term "household" as used in automobile policies is synonymous with "home" and "family." *Bartholet v. Berkness*, 291 Minn. 123, 189 N.W.2d 410, 412. For "Family," see that title.

Householder. The occupier of a house. More correctly, one who keeps house with his or her family; the head or master of a family. *Berghean v. Berghean*, 13 Ind.App. 412, 48 N.E.2d 1001, 1003. One who has a household; the head of a household. See also Head of family or household.

House law. A peculiar type of regulatory code, now largely obsolete, promulgated by the head of a royal or noble family, or of a prominent private family, governing intra-family relationships and acts with respect to policies of marriage, disposition of property, inheritance and the like. Usually these codes had no legal authority but were enforced within the family by sufficient personal and economic sanctions.

Religion. Man's relation to Divinity, to reverence, worship, obedience, and submission to mandates and precepts of supernatural or superior beings. In its broadest sense includes all forms of belief in the existence of superior beings exercising power over human beings by volition, imposing rules of conduct, with future rewards and punishments. Bond uniting man to God, and a virtue whose purpose is to render God worship due him as source of all being and principle of all government of things. *Nikulnikoff v. Archbishop, etc., of Russian Orthodox Greek Catholic Church*, 142 Misc. 894, 255 N.Y.S. 653, 663. As used in constitutional provisions of First Amendment forbidding the "establishment of religion," the term means a particular system of faith and worship recognized and practised by a particular church, sect, or denomination. *Reynolds v. U. S.*, 98 U.S. 145, 149, 25 L.Ed. 244; *Wolman v. Walter*, 433 U.S. 229, 97 S.Ct. 2593, 53 L.Ed.2d 714; *Roemer, et al. v. Board of Public Works of Md.*, 426 U.S. 736, 96 S.Ct. 2337, 49 L.Ed.2d 1.

Religious freedom. Within Constitution embraces not only the right to worship God according to the dictates of one's conscience, but also **the right to do, or forbear to do, any act, for conscience sake**, the doing or forbearing of which is not **inimical** to the peace, good order, and morals of society. *Barnette v. West Virginia State Board of Education*, D.C.W.Va., 47 F.Supp. 251, 253, 254; *Jones v. City of Moultrie*, 196 Ga. 526, 27 S.E.2d 39. See also Establishment clause

Merriam-Webster Full Definition of INIMICAL

1: being adverse often by reason of hostility or malevolence <forces *inimical* to democracy>

2a : having the disposition of an enemy : [hostile](#) <*inimical* factions>

b : reflecting or indicating hostility : [unfriendly](#) <his father's *inimical* glare>

Prohibit. To forbid by law; to prevent;-not synonymous with "regulate."

Free. Not subject to legal constraint of another. Unconstrained; having power to follow the dictates of his own will. Not subject to the dominion of another. Not compelled to involuntary servitude. Used in this sense as opposed to "slave." Not bound to service for a fixed term of years; in distinction to being bound as an apprentice. Enjoying full civic rights. Available to all citizens alike without charge; as a free school. Not despotic; assuring liberty; defending individual rights against encroachment by any person or class; instituted by a free people; said of governments, institutions, etc. Certain, and also consistent with an honorable degree in life; as free services, in the feudal law. Confined to the person possessing, instead of being shared with others; as a free fishery. Not engaged in a war as belligerent or ally; neutral, as in the maxim: "Free ships make free goods." See also Freedom.

Exercise. To make use of. Thus, to exercise a right or power is to do something which it enables the holder to do; e.g. exercising option to purchase stock. To put in action or practice, to carry on something, to transact. See Performance.

Blasphemy. Any oral or written reproach maliciously cast upon God, His name, attributes, or religion. In general, blasphemy may be described as consisting in speaking evil of the Deity with an impious purpose to derogate from the divine majesty, and to alienate the minds of others from the love and reverence of God. It is purposely using words concerning God calculated and designed to impair and destroy the reverence, respect, and confidence due to Him as the intelligent creator, governor, and judge of the world. **It embraces the idea of detraction, when used towards the Supreme Being, as "calumny " usually carries the same idea when applied to an individual.** It is a willful and malicious attempt to lessen men's reverence of God by denying His existence, or His attributes as an intelligent creator, governor, and judge of men, and to prevent their having confidence in Him as such. In English law, blasphemy is the offense of speaking matter relating to God, Jesus Christ, the Bible, or the Book of Common Prayer, intended to wound the feelings of mankind or to excite contempt and hatred against the church by law established, or to promote immorality.

Calumnia Ikal5mniya/. In the civil law, calumny, malice, or ill design; a false accusation; a malicious prosecution. In the old common law, **a claim**, demand, challenge to jurors.

Calumnie jusjurandum Ika:lmniyy j;sjarrendam/. The oath of (against) calumny. An oath imposed upon the parties to a suit that they did not sue or defend with the intention of calumniating (calumniandi animo), i.e., with a malicious design, but from a firm belief that they had a good cause. The object was to prevent vexatious and unnecessary suits. It was especially used in divorce cases, though of little practical utility. A somewhat similar provision is to be found in the requirement made in some states that the defendant shall file an affidavit of merits.

Calumniator Ika:lmniyyd:)r/. In the civil law, one who accused another of a crime without cause; one who brought a false accusation.

Calumny Ika:lmniyy l. Defamation; slander; **false accusation of a crime or offense**. See Calumnia.

Legal name. Under common law consists of one Christian name and one surname, and the insertion, omission, or mistake in middle name or initial is immaterial. **The "legal name" of an individual consists of a given or baptismal name, usually assumed at birth, and a surname deriving from the common name of the parents.** Application of Green, 54 Misc.2d 606, 283 N.Y.S.2d 242, 245.

ADDITIONAL NOTES

Minister. Person acting as agent for another in performance of specified duties or orders. A person ordained according to the usages of some church or associated body of Christians for the preaching of the gospel and filling the pastoral office. In England, holder of government office; e.g. Prime Minister. Foreign minister. An ambassador, minister, or envoy from a foreign government. International law. An officer appointed by the government of one nation as a mediator or arbitrator between two other nations who are engaged in a controversy, with their consent, with a view to effecting an amicable adjustment of the dispute. A general name given to the diplomatic representatives sent by one state to another, including ambassadors, envoys, and residents. Public law. One of the highest functionaries in the organization of civil government, standing next to the sovereign or executive head, acting as his immediate auxiliary, and being generally charged with the administration of one of the great bureaus or departments of the executive branch of government. In England, otherwise called a "cabinet minister," "secretary of state," or "secretary of a department". See also Ministry. **Public minister. A general term comprehending all the higher classes of diplomatic representatives,--as ambassadors, envoys, residents,--but not including the commercial representatives, such as consuls.**

Consul. An officer of a commercial character, appointed by the different nations to watch over the mercantile and tourist interests of the appointing nation and of its subjects in foreign countries. There are usually a number of consuls in every maritime country, and they are usually subject to a chief consul, who is called a "consul general." A public official residing in a foreign country responsible for developing and protecting the economic interests of his government and looking after the welfare of his government's citizens who may be traveling or residing within his jurisdiction. United States consuls form a part of the Foreign Service and are of various grades: consul general, consul, vice consul, and consular agent. In old English law, a title of an earl. In Roman law, during the republic, the name "consul" was given to the chief executive magistrate, two of whom were chosen annually. The office was continued under the empire, but its powers and prerogatives were greatly reduced. The

name is supposed to have been derived from consulo, to conSUlt, because these officers consulted with the senate on administrative measures.

Consular courts. Courts held by the consuls of one country, within the territory of another, under authority given by treaty, for the settlement of civil cases. In some instances they had also a criminal jurisdiction, but in this respect were subject to review by the courts of the home government. See 22 U.S.C.A. § 141. The last of the United States consular courts (Morocco) was abolished in 1956.

Consular invoice. Invoice used in foreign trade signed by consul of the country for which the shipment is destined. Such facilitates entry through destination country in that quantity, value, etc. of shipment has been pre-verified. Consular marriage. A marriage solemnized in a foreign country by a consul or diplomatic agent of the U.S. and held to be valid in some jurisdictions.

Consulate. The residence or headquarters of a foreign consul.

Ministerial / ministr(i)al/. That which is done under the authority of a superior; opposed to judicial. That which involves obedience to instructions, **but demands no special discretion, judgment, or skill.** State Tax Commission of Utah v. Katsis, 90 Utah 406, 62 P.2d 120, 123; Arrow Exp. Forwarding Co. v. Iowa State Commerce Commission, Iowa, 130 N.W.2d 451, 453. Official's duty is "ministerial" when it is absolute, certain and imperative, involving merely execution of a specific duty arising from fixed and designated facts. Long v. Seabrook, 260 S.C. 562, 197 S.E.2d 659, 662.

Ministerial act. One which a person or board performs in a given state of facts in a prescribed manner in obedience to the mandate of legal authority **without regard to or the exercise of his or their own judgment** upon the propriety of the act being done. State Tax Commission of Utah v. Katsis, 90 Utah 406, 62 P.2d 120, 123; Gibson v. Winterset Community School Dist., 258 Iowa 440, 138 N.W.2d 112, 115.

Ministerial duty. One regarding which **nothing is left to discretion**--a simple and definite duty, imposed by law, and arising under conditions admitted or proved to exist.

Ministerial function. A function as to which **there is no occasion to use judgment or discretion.** Hood Motor Co., Inc. v. Lawrence, La., 320 So.2d 111, 115.

Ministerial officer. One whose duties are purely ministerial, **as distinguished from executive, legislative, or judicial functions**, requiring obedience to the mandates of superiors and **not involving the exercise of judgment or discretion.** Blacks Law Dictionary 5th Ed.-20

Envoy. A diplomat of the rank of minister or ambassador sent by a country to the government of a foreign country to execute a special mission or to serve as a permanent diplomatic representative.

Side note:

Exemplum /;gzempl;m/. In the civil law, copy; a written authorized copy. This word is also used in the modern sense of example-ad exemplum constituti singulares non trahi, **exceptional things must not be taken for examples.**

Exempt. To release, discharge, waive, relieve from liability. To relieve, excuse, or set free from a duty or service imposed upon the general class to which **the individual exempted belongs; as to exempt from military service. To relieve certain classes of property from liability to sale on execution, or from taxation, or from bankruptcy or attachment.** See also Exemption; Exemption laws.

Exemption. Freedom from a general duty or service; immunity from a general burden, tax, or charge. **Immunity from certain legal obligations, as jury duty, military service, or the payment of taxes.** A privilege allowed by law to a judgment debtor, by which he may hold property to a certain amount or certain classes of property, free from all liability to levy and sale on execution or attachment. Property exempt in bankruptcy proceedings is provided for under Bankruptcy Act § 522. Term used for various amounts subtracted from gross income to determine taxable income; e.g. personal tax exemptions for self and dependents. I.R.C. § 151 et seq. See also Immunity.

Exemption laws. Laws which provide that a certain amount or proportion of a debtor's property shall be exempt from execution and bankruptcy. Bankruptcy Act, § 522.

Exemption, words of. It is a maxim of law that words of exemption are not to be construed to import any liability; the maxim expressio unius exclusio alterius, or its converse, exclusio unius inclusio alterius, not applying to such a case. Ex empto /Eks em(p)toʊ I. Out of purchase; founded on purchase. A term of the civil law, adopted by Bracton.

Expressio unius est exclusio alterius /kspresh(iy)ow ynays est kskluwz(h)(i)yow o1tiriys/. A maxim of statutory interpretation meaning that the expression of one thing is the exclusion of another. Burgin v. Forbes, 293 Ky. 456, 169 S.W.2d 32 1, 325; Newblock v. Bowles, 170 Okl. 487, 40 P.2d 1097, 1 100. Mention of one thing implies exclusion of another. When certain persons or things are specified in a law, contract, or will, an intention to exclude all others from its operation may be inferred. Under this maxim, if statute specifies one exception to a general rule or assumes to specify the effects of a certain provision, other exceptions or effects are excluded.

Exempts. Persons who are not bound by law, but excused from the performance of duties imposed upon others.

Exempt transactions. Those dealings in **securities which fall outside the scope** of Securities Act of 1933 and Securities Exchange Act.

Romans 6:23 (1611 King James Bible)

For the wages of sinne is death: but the gift of God is eternall life, through Iesus Christ our Lord.

Wage. In old English practice, **to give security** for the performance of a thing. See also Wages.

Wages. A compensation given to **a hired person** for his or her services. Compensation of employees based on time worked or output of production. Every form of remuneration payable for a given period to an individual for personal services, including salaries, commissions, vacation pay, dismissal wages, bonuses and reasonable value of board, rent, housing, lodging, payments in kind, tips, and any other similar advantage received from the individual's employer or directly with respect to work for him. Ernst v. Industrial Commission, 246 Wis. 205, 16 N.W.2d 867. Term should be broadly defined and includes not only periodic monetary earnings but all compensation for services rendered without regard to manner in which such compensation is computed. Ware v. Merrill Lynch, Pierce, Fenner & Smith, Inc., 24 Ca1.App.3d 35, 100 Cal. Rptr. 791, 797. See also Compensation; Current wages; Front wages; Minimum wage; Salary.

Service. This term has a variety of meanings, dependent upon the context or the sense in which used. Central Power & Light Co. v. State, Tex.Civ.App., 165 S.W.2d 920, 925. Contracts. Duty or labor to be rendered by one person to another, the former being bound to submit his will to the direction and control of the latter. The act of serving the labor performed or the duties required. Occupation, condition, or status of a servant, etc. Performance of labor for benefit of another, or at another's command; attendance of an inferior, hired helper, etc. Claxton v. Johnson County, 194 Ga. 43, 20 S.E.2d 606, 610. "Service" and "employment" generally imply that the employer, or person to whom the service is due, both selects and compensates the employee, or person rendering the service. The term is used also for employment in one of the offices, departments, or agencies of the government; as in the phrases "civil service," "public service," "military service," etc. Domestic relations. The "services" of a wife, for the loss of which occasioned by an injury to the wife, the husband may recover in an action against the tortfeasor include whatever of aid, assistance, comfort, and society the wife would be expected to render to bestow upon her husband in the circumstances in which they were situated. See Consortium. Feudal law. The consideration which the feudal tenants were bound to render to the lord in recompense for the lands they held of him. The services, in respect of their quality, were either free or base services, and, in respect of their quantity and the time of exacting them, were either certain or uncertain. 2 Bl.Comm. 60.

Practice. The exhibition or delivery of a writ, summons and complaint, criminal summons, notice, order, etc., by an authorized person, to a person who is thereby officially notified of some action or proceeding in which he is concerned, and is thereby advised or warned of some action or step which he is commanded to take or to forbear. Fed.R.Civil Proc. 4 and 5; Fed. R.Crim. P. 4 and 49. Pleadings, motions, orders, etc., after the initial summons are normally served on the party's attorney unless otherwise ordered by court. See Service of process, below.

Civil service. See that title. Public utilities. The furnishing of water, heat, light and power, etc., by utility. Claxton v. Johnson County, 194 Ga. 43, 20 S.E.2d 606, 610.

Salvage service. See Salvage.

Salvage. In general, that portion of goods or property which has been saved or remains after a casualty such as fire or other loss. In business, any property which is no longer useful (e.g. obsolete equipment) but which has scrap value. **In insurance, that portion of property which is taken over by the insurance company** after payment of a claim for the loss. The insurance company may deduct the salvage value from the amount of the claim paid and leave the property with the insured. **In maritime law, a compensation allowed to persons by whose assistance' a ship or its cargo has been saved, in whole or in part, from impending danger, or recovered from actual loss, in cases of shipwreck, derelict, or recapture.** Cope v. Vallette Dry-Dock Co., 119 U.S. 625, 7 S.Ct. 336, 30 L.Ed. 501. Elements necessary to valid "salvage" are marine peril, with service voluntarily rendered, when not required as existing duty, or from a special contract, and success in whole or in part, and that service rendered contributed to such success. Robert R Sizer & Co. v. Chiarello Bros., D.C.N.Y., 32 F.2d 333, 335.

Salvage service. A service voluntarily rendered to a vessel in need of assistance, and is designed to relieve her from distress or danger, either present or to be reasonably apprehended and for which a salvage reward is allowed by the maritime law. It is distinguished from "towage service," in that the latter is rendered for the mere purpose of expediting a vessel's voyage, without reference to any circumstances of danger, though the service in each case may be rendered in the same way. The Emanuel Stavroudis, D.C.Md., 23 F.2d 214, 216.

Secular service. Worldly employment or service, as contrasted with spiritual or ecclesiastical.

Wage assignments. The transfer or assignment in advance of one's wages generally in connection with a debt or judgment. Such assignments are governed by statutes in most states. See also Assignment (Assignment for benefit of creditors).

Wager. A contract by which two or more parties agree that a certain sum of money or other thing shall be paid or delivered to one of them or that they shall gain or lose **on the happening of an uncertain event or upon the ascertainment 'of a fact in dispute**, where the parties have no interest in the event except that arising from the possibility of such gain or loss. The word "wagering" is practically synonymous with the words betting and gambling, and the terms are so used in common parlance and in statutory and constitutional enactments. McDonald v. Bryant, 238 Ark. 338, 381 S.W.2d 736, 738. See also Bet; Pari-mutuel betting.

Render to Caesar "Render therefore unto Caesar the things which are Caesar's; and unto God the things that are God's." Matthew 22:20-22 King James Version (KJV)

Sins of the Father

Wages of Sin

Caveat emptor - Let the buyer beware "i don't buy that."

Monopoly Board game (1934) Deposit of NAME/Word (my word is my bond) DNA(security) for initial credit to PLAY

DNA = Part. An integral portion, something essentially belonging to a larger whole; that which together with another or others makes up a whole. First-Mechanics Nat. Bank of Trenton v. Norris, 134 N.J.Eq. 229, 34 A2d 746, 749. A portion, share, or purpart. One of two duplicate originals of a conveyance or covenant, the other being called "counterpart." Also, in composition, partial or incomplete; as part payment, part performance.

US is place where you are a refugee employee (stateless person) via CROWN GRANT of monopoly gamepiece/ BC person character – We are NOT the GRANTOR of said BC person “estate”

The Lieber Code - **Art. 38.**

Private property, unless forfeited by crimes or by offenses of the owner, can be seized only by way of military necessity, for the support or other benefit of the army or of the United States.

If the owner has not fled, the commanding officer will cause receipts to be given, which may serve the spoliated owner to obtain indemnity.

Mammon –

Lay not up for yourselves treasures upon earth, where moth and rust doth corrupt, and where thieves break through and steal: But lay up for yourselves treasures in heaven, where neither moth nor rust doth corrupt, and where thieves do not break through nor steal: For where your treasure is, there will your heart be also. No man can serve two masters: for either he will hate the one, and love the other; or else he will hold to the one, and despise the other. Ye cannot serve God and mammon.

— Matthew 6:19–21,24 (KJV)

Merriam-Webster Full Definition of GOD

1 *capitalized* : the supreme or ultimate reality: as

a : the Being perfect in power, wisdom, and goodness who is worshipped as creator and ruler of the universe

b *Christian Science* : the incorporeal divine Principle ruling over all as eternal Spirit : **infinite Mind**

2 : a being or object believed to have more than natural attributes and powers and to require human worship; *specifically* : **one controlling a particular aspect or part of reality**

3 : a person or thing of supreme value

4 : a powerful ruler

Waiver. The intentional or voluntary relinquishment of a known right, or such conduct as warrants an inference of the relinquishment of such right, or when one dispenses with the performance of something he is entitled to exact or when one in possession of any right, whether conferred by law or by contract, with full knowledge of the material facts, does or forbears to do something the doing of which or the failure of forbearance to do which is inconsistent with the right, or his intention to rely upon it. The renunciation, repudiation, abandonment, or surrender of some claim, right, privilege, or of the opportunity to take advantage of some defect, irregularity, or wrong. **A doctrine resting upon an equitable principle, which courts of law will recognize.** Atlas Ufe Ins. Co. v. Schrimsher, 179 Oklo 643, 66 P.2d 944, 948. Waiver is essentially unilateral, resulting as legal consequence from some act or conduct of party against whom it operates, and no act of party in whose favor it is made is necessary to complete it. Coleman Production Credit Ass'n V. Mahan, Tex.Civ. App., 16 8 S.W.2d 903,904. And may be shown by acts and conduct and sometimes by nonaction. Concrete Engineering CO. V. Grande Bldg. Co., 230 Mo. App. 443, 86 S.W.2d 595,6 08. Terms "estoppel" and "waiver" are not synonymous; "waiver" means the voluntary, intentional relinquishment of a known right, and "estoppel" rests upon principle that, where anyone has done an act, or made a statement, which would be a fraud on his part to controvert or impair, because other party has acted upon it in belief that what was done or said was true, conscience and honest dealing require that he not be permitted to repudiate his act or gainsay his statement. Peloso V. Hartford Fire Ins. Co., 102 N.J. Super. 357, 246 A2d 52, 58. See also Abandonment; Estoppel; Forfeiture.

Express waiver. The voluntary, intentional relinquishment of a known right. Implied waiver. A waiver is implied where one party has pursued such a course of conduct with reference to the other party as to evidence an intention to waive his rights or the advantage to which he may be entitled, or where the conduct pursued is inconsistent with any other honest intention than an intention of such waiver, provided that the other party concerned has been induced by such conduct to act upon the belief that there has been a waiver, and has incurred trouble or expense thereby. To make out a case of implied "waiver" of a legal right, there must be a clear, unequivocal and decisive act of the party showing such purpose, or acts amounting to an estoppel on his part. Rosenthal V. New York Ufe Ins. Co., C.C.AMo., 99 F.2d 578, 579.

Insurance law. Substance of doctrine of "waiver" in insurance law is that if insurer, with knowledge of facts which would bar existing primary liability, recognizes such primary liability by treating policy as in force, it will not thereafter be allowed to plead such facts to avoid its primary liability. Uen waiver. See that title.

Waiver by election of remedies, doctrine of. Doctrine applies if there exist two or more coexisting remedies between which there is right of election, inconsistency as to such available remedies, and actual bringing of action or doing some other decisive act, with knowledge of facts, whereby party electing indicates his choice between such inconsistent remedies. Hertz v. Mills, D.C.Md., 10 F.Supp. 979, 981.

Waiver of exemption. A clause inserted in a note, 'Ilbond, lease, etc., expressly waiving the benefit of the laws exempting limited amounts of personal property from levy and sale on judicial process, so far as concerns the enforcement of the particular debt or obligation.

Waiver of immunity. A means authorized by statutes by which a witness, in advance of giving testimony or producing evidence, may renounce the fundamental right guaranteed to him by constitutions, that no person shall be compelled in any criminal case to be a witness against himself. In re Grae, 282 N.Y. 428, 26 N.E.2d 963, 966. See Immunity.

Waiver of premium clause. Provision in insurance policy providing for waiver of premium payments upon disability of insured. Commonly such waiver only takes effect after a certain time period of disability; e.g. six months.

Waiver of protest. An agreement by the indorser of a note or bill to be bound in his character of indorser without the formality of a protest in case of non-payment, or, in the case of paper which cannot or is not required to be protested, dispensing with the necessity of a demand and notice.

Waiver of tort. The election, by an injured party, for purposes of redress, to treat the facts as establishing an implied contract, which he may enforce, instead of an injury by fraud or wrong, for the committing of which he may demand damages, compensatory or exemplary.

Begin. To originate; to come into existence; to start; to institute; to initiate; to commence. People ex rel. Northchester Corporation v. Miller, 263 App.Div. 83, 31 N.Y.S.2d 586, 587.

True. Conformable to fact; correct; exact; actual; genuine; honest. In one sense, that only is "true" which is conformable to the actual state of things. In that sense, a statement is "untrue" which does not express things exactly as they are. But in another and broader sense the word "true" is often used as a synonym of "honest", "sincere", not "fraudulent." Zolintakis v. Equitable Life Assur. Soc. of United States, C.C.A,Utah, 108 F.2d 902, 905; Moulor v. American Life Ins. Co., III U.S. 335, 4 S.Ct. 466, 28 L.Ed. 447.

Acknowledge. To own, avow, or admit; to confess; to recognize one's acts, and assume the responsibility therefor.

Missions. In church parlance, the establishment of churches and schools **and** relief depots through which are taught the principles of Christianity, the afflicted cared for, and the needy supplied.

Relief. The public or private assistance or support, pecuniary or otherwise, granted to indigent persons. Deliverance from oppression, wrong, or injustice. In this sense it is used as a general designation of the assistance, redress, or benefit which a complainant seeks at the hands of a court, particularly in equity. It may be thus used of such remedies as specific performance, injunction, or the reformation or rescission of a contract. See also cause of action; Remedy.

Relieve. To give ease, comfort, or consolation to; to give aid, help, or succor to; alleviate, assuage, ease, mitigate; succor, assist, aid, help; support, sustain; lighten, diminish. *Brollier v. Van Alstine*, 236 Mo. App. 1233, 163 S.W.2d 109, 1 15. To release from a post, station, or duty; to put another in place of, or to take the place of, in the bearing of any burden, or discharge of any duty. *Kemp v. Stanley*, 204 La. 1 10, 15 So.2d 1, 11.

Depot. In French law, the depositum of the Roman and the deposit of the English law. It is of two kinds, being either (1) depot simply so called, and which may be either voluntary or necessary, and (2) sequestre, which is a deposit made either under an agreement of the parties, and to abide the event of pending litigation regarding it, or by virtue of the direction of the court or a judge, pending litigation regarding it.

Depositum. Lat. In the civil law, one of the forms of the contract of bailment, being a naked bailment of goods to be kept for the use of the bailor without reward. See Deposit. One of the four real contracts specified by Justinian, and having the following characteristics: (1) The depositary or depositee is not liable for negligence, however extreme, but only for fraud, dolus; (2) the property remains in the depositor, the depositary having only the possession. Precarium and sequestre were two varieties of the depositum.

Depositary. The place where a deposit (q. v.) is placed and kept; e.g. bank, trust company. Place where something is deposited or stored as for safekeeping or convenience. *Perkins v. State*, 61 Wis.2d 341, 212 N.W.2d 141, 146. This term should not be confused with "depositary" which is the person or institution taking responsibility for the deposit, rather than the place itself. United States depositories are banks selected and designated to receive deposits of the public funds (e.g. taxes) of the United States.

Depositor. One who makes a deposit. One who delivers and leaves money with a bank on his order or subject to check.

Claim check. Form of receipt for bailed or checked property, which normally must be surrendered when such property is recovered.

Recover. To get or obtain again, to collect, to get renewed possession of; to win back. To regain, as lost property, territory, appetite, health, courage. In a narrower sense, to be successful in a suit, to collect or obtain amount, to have judgment, to obtain a favorable or final judgment, to obtain in any legal manner in contrast to voluntary payment.

Covert v. Randles, 53 Ariz. 225, 87 P.2d 488, 490; Olds v. General Acc. Fire and Life Assur. Corp., 67 Cal. App.2d 812, 155 P.2d 676, 680. See also Recovery.

Recovery. In its most extensive sense, the restoration or vindication of a right existing in a person, by the formal judgment or decree of a competent court, at his instance and suit, or the obtaining, by such judgment, of some right **or property which has been taken or withheld from him.** St. Paul Fire & Marine Ins. Co. v. Wood, 242 Ark. 879, 416 S.W.2d 322, 327. This is also called a "true" recovery, to distinguish it from a "feigned" or "common" recovery. The obtaining of a thing by the judgment of a court, as the result of an action brought for that purpose. The amount finally collected, or the amount of judgment. In re Lahm, 179 App.Div. 757, 167 N.Y.S. 217, 219. See Common recovery; Recoupment; Repossession; Restitution.

Restaur, or restor. In old English law, the remedy or recourse which marine underwriters have against each other, according to the date of their assurances, or against the master, if the loss arise through his default, as through ill loading, want of caulking, or want of having the vessel tight; also the remedy or recourse a person has against his guarantor or other person who is to indemnify him from any damage sustained.

Guarantor. He who makes a guaranty. One who becomes secondarily liable for another's debt or performance in contrast to a strict surety who is primarily liable with the principal debtor. See also Surety. Guaranty, v. To undertake collaterally to answer for the payment of another's debt or the performance of another's duty, liability, or obligation; to assume the responsibility of a guarantor; to warrant. See Guaranty, n. Guaranty, n. A collateral agreement for performance of another's undertaking. An undertaking or promise that is collateral to primary or principal obligation and that binds guarantor to performance in event of nonperformance by the principal obligor. Commercial Credit Corp. v. Chisholm Bros. Farm Equipment Co., 96 Idaho 194, 525 P.2d 976, 978. A promise to answer for payment of debt or performance of obligation if person liable in first instance fails to make payment or perform obligation. An undertaking by one person to be answerable for the payment of some debt, or the due performance of some contract or duty, by another person, who himself remains liable to pay or perform the same. A promise to answer for the debt, default, or miscarriage of another person. A guaranty is a contract that some particular thing shall be done exactly as it is agreed to be done, whether it is to be done by one person or another, and whether there be a prior or principal contractor or not. An undertaking by one person that another shall perform his contract or fulfill his obligation, or that, if he does not, the guarantor will do it for him. A guarantor of a bill or note is said to be one who engages that the note shall be paid, but is not an indorser or surety. The contract of a guarantor is his own separate contract. It is in the nature of a warranty by him that the thing

guaranteed to be done by the principal shall be done, not merely an engagement jointly with the principal to do the thing. The original contract of the principal is not his contract, and he is not bound to take notice of its non-performance. See Suretyship, contract of; also Collateral guaranty, below.

Deposito. In Spanish law, deposit; the species of bailment so called. A real contract by which one person confides to the custody of another an object on the condition that it shall be returned to him whenever he shall require it.

Convent. The fraternity of an abbey or priory, as *societas* is the number of fellows in a college. **A religious house, now regarded as a merely voluntary association, not importing civil death.** An association or community of recluses devoted to a religious life under a superior. A body of monks, friars, or nuns, constituting one local community; now usually restricted to a convent of nuns. *Sacred Heart Academy of Galveston v. Karsch*, 173 Tenn. 618, 122 S.W.2d 416, 417.

Conventicle. A private assembly or meeting for the exercise of religion. The word was first an appellation of reproach to the religious assemblies of Wycliffe in the reigns of Edward III, and Richard II, and was afterwards applied to **a meeting of dissenters from the established church**. As this word in strict propriety **denotes an unlawful assembly**, it cannot be justly applied to the assembling of persons in places of worship licensed according to the requisitions of law.

Conventio. In Canon law, the act of summoning or calling together the parties by summoning the defendant. In Civil law, a compact, agreement, or convention. An agreement between two or more persons respecting a legal relation between them. The term is one of very wide scope, and applies to all classes of subjects in which an engagement or business relation may be founded by agreement. It is to be distinguished from the negotiations or preliminary transactions on the object of the convention and fixing its extent, which are not binding so long as the convention is not concluded. In contracts, an agreement; a covenant.

Convention. An agreement or compact; esp. **international agreement**, e.g. Geneva Convention. An assembly or meeting of members or representatives of political, legislative, fraternal, etc. organizations. Constitutional convention. See Constitution.

English law. An extraordinary assembly of the houses of lords and commons, without the assent or summons of the sovereign. It can only be justified *ex necessitate rei*, as the Parliament which restored Charles II, and that which disposed of the crown and kingdom to William and Mary. Also the name of an old writ that lay for the breach of a covenant. Judicial convention. See Judicial.

Legislative and political. An assembly of delegates or representatives chosen by the people for special and extraordinary legislative purposes, such as the framing or revision of a state constitution (i.e. constitutional convention). Also an assembly of delegates chosen by a political party, or by the party organization in a larger or smaller territory, to nominate candidates for an approaching election.

Public and international law. A pact or agreement between states or nations in the nature of a treaty; usually applied (a) to agreements or arrangements preliminary to a formal treaty or to serve as its basis, or (b) international agreements for the regulation of matters of common interest but not coming within the sphere of politics or commercial intercourse, such as international postage or the protection of submarine cables. An agreement between states relating to trade, finance, or other matters considered less important than those usually regulated by a treaty. See Compact; Treaty.

Roman law. An agreement between parties; a pact. **A convention was a mutual engagement between two persons**, possessing all the subjective requisites of a contract, but which did not give rise to an action, nor receive the sanction of the law, as bearing an "obligation," until the objective requisite of a solemn ceremonial, (such as stipulatio) was supplied. In other words, convention was the informal agreement of the parties, which formed the basis of a contract, and which became a contract when the external formalities were superimposed. The division of conventions into contracts and pacts was important in the Roman law. The former were such conventions as already, by the older civil law, founded an obligation and action; all the other conventions were termed "pacts." These generally did not produce an actionable obligation. Actionability was subsequently given to several pacts, whereby they received the same power and efficacy that contracts received.

Conventional. Depending on, or arising from, the mutual agreement of parties; as distinguished from legal, which means created by, or arising from, the act of the law. As to conventional Estates; Interest; Mortgage; Subrogation; and Trustees, see those titles.

IRS

Probably the clearest restatement of the IRS role was in a 1978 speech by then-Commissioner

Jerome Kurtz.

Kurtz said:

“All of government – including the IRS – is constrained in the largest context by the First Amendment's Free Exercise and Establishment Clauses. In the Supreme Court's words, religious exercise must be permitted "to exist without sponsorship and without interference. . .”

Kurtz continued: “Exemption of religious institutions, whether from property or income taxes, has been characterized by the court as representative of a "benevolent neutrality toward churches and religious exercise generally" that is "deeply imbedded in the fabric of our national

life.

“In addition to the constraint implicit in neutrality,” Kurtz added, “government must ensure as well that the effect of otherwise appropriate decisions does not result in an "excessive entanglement" with religion. The most fundamental perception we have of our role then is to administer these provisions with unimpeachable neutrality. . .” (unquote)

The tax treatment that churches receive also extends, generally, to conventions and associations of churches (for example, the United Methodist Church or the Southern Baptist Convention).