Common Law — Part II: Consent, Contracts, and Jurisdiction

January 7, 2026



*This article is part of a structured series based on the work of John Quade. Each installment builds on the previous one. If you're new here, I strongly recommend starting with the **Series Introduction**, which explains the purpose, scope, and proper way to read this work.*

Power Rarely Arrives at Gunpoint

John Quade insists on a principle that unsettles modern assumptions:

> ***Most authority exercised over people today is not taken by force — it is given by consent.***

Not shouted consent.
Not informed consent.
But *quiet*, procedural consent — embedded in forms, applications, registrations, and agreements that appear harmless, routine, or unavoidable.

To understand how rights are exchanged for privileges, we must understand **contracts**.

What Is a Contract — Really?

At law, a contract is not merely an agreement.

It is:

- A **meeting of the minds**
- An exchange of **consideration**
- A voluntary acceptance of **terms and conditions**

Once entered, a contract establishes **jurisdiction** — the authority under which disputes will be resolved and obligations enforced.

Quade's warning is simple:

> ***Every contract places you under the authority of the one who enforces it.***

⚠ Adhesion Contracts: The Modern Default

Most contracts today are not negotiated.

They are **adhesion contracts** — take-it-or-leave-it agreements drafted entirely by one party, typically an institution or government agency.

Characteristics of adhesion contracts:

- No meaningful ability to alter terms
- Consequences rarely explained
- Consent implied by participation

Driver’s licenses.
Social Security enrollment.
Voter registration.
Permits.
Licenses.

Each appears administrative.
Each quietly alters **legal status**.

Jurisdiction: The Invisible Shift

Jurisdiction answers one question:

> ***Who has authority over you in a dispute?***

When you enter a contract, you do not merely receive a benefit — you **move yourself** into a different legal arena.

Quade describes this shift as moving from:

- Standing on inherent rights
- To operating under granted privileges

Once inside jurisdiction, enforcement becomes automatic:

- Penalties
- Liens
- Fines
- Compliance requirements

All without questioning legitimacy — because consent has already been given.

□□ Benefits That Bind

One of Quade's most controversial claims is also one of his most consistent:

> ***Benefits create jurisdiction.***

A benefit is never free.

It carries conditions.
Those conditions require oversight.
Oversight requires authority.

This is why benefits are paired with identification,

registration, reporting, and compliance.

The benefit is the *entry point*.
The jurisdiction is the *price*.

“But I Had No Choice”

Many object here — understandably.

They argue:

- “Everyone has to do this.”
- “You can’t live without it.”
- “I was never told.”

Quade’s response is not gentle:

> ***Ignorance does not negate consent — it only makes it cheaper to obtain.***

In law, signing without reading is still signing.
Participating without objection is still participation.

The system depends on this.

From Rights to Administration

Once consent is given:

- Rights are reclassified as privileges

- Protections become policies
- Justice becomes procedure

Disputes are no longer settled on moral authority, but on **compliance with terms**.

This is why Quade argues that modern courts increasingly resemble administrative tribunals rather than courts of law.

Why Consent Is the Real Battleground

Force creates resistance.
Consent creates obligation.

Quade insists that the real loss of liberty did not occur through invasion or coup — but through **normalization**.

Forms replaced debate.
Registration replaced allegiance.
Procedure replaced principle.

What Comes Next

If consent is given through contracts — and contracts establish jurisdiction — then the next question becomes unavoidable:

What status do we actually hold under these systems?

Citizen.

Resident.
Subject.

Those words are not interchangeable.

— *Next: [Part III: Citizenship, Residency, and Legal Status]*