

Oath of Office Case Law

The Oath of office is a quid pro quo contract of [U.S. Const. Art. 6, Clauses 2 and 3, Davis Vs. Lawyers Surety Corporation., 459 S.W. 2nd. 655, 657., Tex. Civ. App.] in which clerks, officials, or officers of the government pledge to perform (Support and uphold the United States and state Constitutions) in return for substance (wages, perks, benefits).

Proponents are subjected to the penalties and remedies for Breach of Contract, Conspiracy of [Title 18 U.S.C., Sections 241, 242]. Treason under the Constitution at Article 3, Section 3., and Intrinsic Fraud of [Auerbach v Samuels, 10 Utah 2nd. 152, 349 P. 2nd. 1112,1114. Alleghany Corp v Kirby., D.C.N.Y. 218 F. Supp. 164, 183., and Keeton Packing Co. v State., 437 S.W. 20, 28]. Refusing to live by their oath places them in direct violation of their oath, in every case. Violating their oath is not just cause for immediate dismissal and removal from office, it is a federal crime. Federal law regulating oath of office by government officials is divided into four parts along with an executive order which further defines the law for purposes of enforcement. 5 U.S.C. 3331, provides the text of the actual oath of office members of Congress are required to take before assuming office.

5 U.S.C. 3333 requires members of Congress sign an affidavit that they have taken the oath of office required by 5 U.S.C. 3331 and have not or will not violate that oath of office during their tenure of office as defined by the third part of the law, 5 U.S.C. 7311 which explicitly makes it a federal criminal offense (and a violation of oath of office) for anyone employed in the United States Government (including members of Congress) to “advocate the overthrow of our constitutional form of government”