AMERICANS WITHOUT CIVIL DISABILITIES

IT WAS NEVER ABOUT LAW!!

"*Equity will not allow a statute to be used as a cloak for fraud*"
All taxes are statutory equity

An Attorney vs. An Esquire

An Attorney is one who transfers or assigns, within the bar, another's rights and property acting on behalf of the government, i.e., the system or group of people governing an organized community, generally a quasi-state; that is, a centralized political organization that imposes and enforces rules over a population within a territory. His/her sworn duty as a BAR Attorney is to transfer ownership, rights, titles, and allegiance to the ruling government, i.e., quasi-state.

- A BAR Attorney is not a lawyer by lawful definition.
- An Esquire is an officer / employee of the "STATE" with the duty to carry out "STATE" activities, including "attornment"; and "STATE" officers have no constitutional authority to practice law as lawyers, barristers, advocates, or solicitors.
- A BAR licensed Attorney is not an advocate. He/she can't plead on anyone's behalf because that would be a conflict of interest. He/she can't represent the ruling government as an official officer at the same time he/she is allegedly representing a "defendant" in the matter.
- BAR attorneys can only represent government office-holders and employees "within" their own corporations, defined pursuant to BAR Charter.
- Anytime a BAR attorney represents a "person" it means that the "person" is "incompetent; a ward of the quasi-state, with no standing to sue."
- Under Federal law, when any officer of the court has committed "fraud upon the court", the orders and judgment of that court are void, of no legal force or effect.

An esquire/attorney attorns. Attorn is defined as; to agree to be the tenant of a new landlord or owner of the same property. It means to transfer or turn over to another. Where a lord aliened his seigniory, he might with the consent of the tenant, and in some cases without attorn or transfer the homage and service of the latter to the alienee or new lord. Bract, fols. 816, 82.

- Attorn is a legal term that means to agree to be tenant to a new owner or landlord of the same property. It can also mean to transfer allegiance or do homage to a new lord in feudal history.
- In modern legal transactions, the term attornment refers to an acknowledgment of the existence of the relationship of landlord and tenant.

- In modern law it means to consent to the transfer of a rent or reversion. A tenant is said to attorn when he agrees to become the tenant of the person to whom the reversion has been granted. In short, he/she must consent.
- Attornment defined: In feudal and old English law it means turning over or transfer by a lord of the services of his tenant to the grantee of his seigniory. Attornment is the act of a person who holds a leasehold interest in land, or estate for life or years, by which he agrees to become the tenant of a stranger who has acquired the fee (simple) in the land, or the remainder or reversion, or the right to the rent or services by which the tenant holds. Lindley v. Dakiu, 13 Ind. 388; Willis v. Moore, 59 Tex. 630, 40 Am. Rep. 2S4; Foster v. Morris, 3 A. K. Marsh. (Ky.) 610, 13 Am. Dec. 205.

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It is All in "The Accounting"

"It is time to invoke equity"

The FASB replaced the American Institute of Certified Public Accountants' (AICPA) Accounting Principles Board (APB) on July 1, 1973.

The Financial Accounting Standards Board (FASB) is based in **Norwalk, Connecticut,** and is led by seven full-time Board members, one being the chairman, appointed by the Financial Accounting Foundation (FAF) to serve five-year terms and are eligible for one term reappointment.

Whether it is banking, civil or criminal court; it is all accounting. You must submit the Financial Accounting Standards Board ("FASB") regulations:

- Financial Accounting Statement ("FAS"): FAS125 securitization accounting,
- Financial Accounting Statement ("FAS"): FAS140 Offsetting of financial assets and liabilities,
- Financial Accounting Statement ("FAS"): FAS133 derivatives on hedge accounts, FAS5, FAS95.

When you sign a mortgage note it comes under **UCC Article 3**. After securitization, it comes under **Article 8.** Under US law securitization is illegal because it is fraudulent. Instruments such as loans, credit cards and receivables, are securitized. The (promissory) note is not under a negotiable instrument anymore (*UCC Article 3*), it is a security (*UCC Article 8*). All the banks follow these standards.

HOLDER IN DUE COURSE

UCC 3-306, there cannot be a holder in due course on a promissory note after they deposit it. They do an off balance sheet entry. This means they take your note after they sell it, instead of showing it on their balance sheet, they move over to some other entities balance sheet. It is no longer on the banks books. This is called securitization.

Securitization

Securitization is illegal ONLY for private corporations. It is the process of transferring all the liabilities off the balance sheet. They can do this because you never ask for them. They have everybody conned into believing we are debtors instead of creditors and do not know to ask for our assets. We never asked for recoupment.

Closing and Settlement

At closing and settlement, the reason they actually call it closing is because they pay off the loan in its entirety. ***The debt is actually extinguished.*** *Patriots say they didn't lend any money, however, that doesn't rebut the receivable. --- There is no money. At closing, they take the money and close out the account on one side.* The bank simply (*conveniently*) forgot to tell you that you don't have a liability on their receivable side anymore.

The Role of the Clerk of the Court

This is also what they are doing in the courtroom. The clerk has the ***receivable*** *side for the corporation and the judge has the* ***payables****.*

The judge is holding accounts payable under HJR 192 for all the people that come before him if he has the SSN. The judge is not required to be a witness or bring pleadings to the court. He/She is a referee. The receivables are the charges against the strawman. The party aware of the payables is not the same party handling the receivables. *The [By] Laws of the Federal Reserve forums / courts are colorable / fictitions.*

Maxim of Law: "When truth arrives all that is false / fictitious must fall away."

People don't bring in an offsetting claim under the rules of procedure. The judge does not have to do the setoff unless you raise the issue or defense. We have the right to waive it. So the judge is the priest receiving the sacrifice for the corporation.

BANKS

Bill in Equity = Court in Equity.

A Court is a place NOT a person. Equity always gives Remedy. It works on substance. Banks are disguising investment contracts as mortgage loans. It is a form of money laundering using double book entry methodology. Taxes are statutory equity.

What you really want and NEED is recoupment

Recoupment = Counterclaim

We are looking for recoupment. Once we, the creator of the promissory note have signed it and others are using it, *recoupment means we want our property back or have the account set off.* There is a duality here. The bank is the creditor on the receivable side or their asset side that is the receivable. You are the creditor on the liability side or the accounts payable. You can use your accounts payable as an offset or counterclaim to the financial asset side that is the receivable.

Recoupment / Setoff

Recoupment - (1) The recovery or regaining of expenses by applying the setoff so you can get back what you gave and what you are entitled to. (2) The withholding for the equitable part or all of something that is due. This is all equitable action in admiralty style instruments.

You have monetized their system with your signature. An IOU is an asset instrument, not a liability instrument. This is one of the places where you have your perspective changed. *Under the constitution, the government was not given authority to create money.*

It is a power reserved by the people. Article I, section 10 restricted the states from making gold coins. So the corporate government has to rely on the deception of people to create money. So the way money is created is to have people sign an IOU, or promissory note.

It is not a debt instrument to the one who created it; it is actually an asset. The creator can pass it on for someone else to use. It is negotiable unless it includes terms and conditions as part of a contract. *The property belongs to the creator, and the holder is merely using it and any proceeds that come from it should be restored to the creator.*

The bank or the court is using the receivable side of the accounting ledger. That is what they are charging you with.

On the receivable side, you have to pay the debt, because that is where the charge is coming from since they are claiming to be the creditor like a bank collecting the mortgage. The mortgage side of the bank ledger is the banks asset and their receivable. But on the liability side, because they sold our gold... ***We have the actual gold contract where they did this.*** This is not my opinion, we have eleven $50 million gold bonds sold from the DeBeers Diamond Company. *They sold America's gold under contract to the Bank of China.* ---- This is not an opinion read "China Law of Peace" – 08-19-1979.

The U.S. did not go bankrupt in 1933

What they did was sell all the gold under a gold contract to the Chinese government. So the U.S. had to give us an account payable as a cash receipt.

FAS 95

FAS 95 tells us that when they do a credit to a transactional account, which is a liability account, on which we are the creditor, they give a cash receipt to the customer and a cash payment to the bank, because it is cash proceeds, in intermediate accounting, when you give them a promissory note. - ***They don't send the note back because a payment tendered and refused is discharged***.

Also, any form of viable payment must be accepted. Almost anyone that you send a note to is going to be making a mistake if they send it back. So if the bank processes a closed check, the IRS got a cash receipt and the bank got cash payment. Then the IRS sent it back, so it is evidence that the transaction is accepted, but then colorably and publicly claim it is no good.

FAS 140 / Setoff

Under FAS 140, you get your setoff.

When you make a deposit, it is a cash receipt, a cash proceed. **Everything becomes a cash proceed in commercial law under (UCC) Article 9**. They show it as a cash proceed. They give you a credit to your account that is actually a cash receipt to you the customer or the borrower. Then they do a cash payment to the bank. The bank sells the note. They do a Home Equity Line of Credit (HELOC) and sell it to warehouse lending institutions. *This is the same as a credit card or even on a mortgage loan.*

A HELOC is different than warehouse lending. They take the proceeds from the promissory note and pay off the warehouse lender. So, the debt on the real estate is extinguished from the books**.**

Warehousing

When you sign a promissory note to create the mortgage with a bank to buy your house, at closing, they have already sold your note to the warehousing institution. The warehousing institution brought money into the bank when they bought the note.

The bottom line is, we loaned them the note, thus, we started the process, therefore, we have to help resolve the problem.

Two sets of books = Double Book Entry

They do the accounting appropriately, but there is two sets of books. But if you don't ask to see the books, it is your problem. In other words, if you don't know your rights, you have none.

"The Art of Cooking the Books"

Off Balance Sheet Bookkeeping

This is called off balance sheet bookkeeping. The head of the FASB confirmed this to be correct. They are not showing the liability side of the ledger or the accounts payable because it has been moved over to someone else's balance sheet.

The IRS does the same thing when you tender them a negotiable instrument. They accept it and never return it. But don't adjust the account. They pretend like nothing happened. They move them off the books that the collection agent is looking at. *He is only looking at the accounts receivable ledger*.

You tender a note to the bank to stop a foreclosure, and they ignore it. The agent at the bank claims she never got any payment. The agent only sees the receivable side of the books. He / She is being honest. *It is up to us to make a claim for them to look at their other set of books.*

You have to learn how the system works so you can explain it to them. We need to know how to get them to produce the missing documents. *They are only going to produce the documents that support their claim.*

The American and English litigation system is adversarial. They only have to present the evidence that supports their claim. For instance, when a strawman (*franchisee*) is charged with speeding, he is given a charging instrument. It is the same as a claim by the bank that shows that someone has failed to make mortgage payment(s). It is a commercial entry from a corporation showing that there is a liability on your

part that is an account receivable and they are in the capacity of a creditor and making you appear in the capacity as a debtor.

So the clerk has an accounting charge against the franchisee but you are operating the account. It is your responsibility to bring in recoupment in behalf of the real party of interest which is you because you are the ultimate creditor if you raise that claim against the liability side of the account.

Why do they keep taking our money?

They keep taking our money because they have become the servicer for the account; they are not paying principal and interest. The payments are profit to the holder of the note. This is not stealing if we knew how to make a claim for recoupment. They are using the note to expand the money supply, i.e. to expand their National Debt.

Title 12 USC 1813(L)(1)

Under Title 12 USC 1813(L)(1) when you deposit a promissory note, it becomes a cash item. It becomes the equivalent of cash because you were given a cash receipt. Walker Todd, was one of the heads of the Cleveland FRB. He has been a government witness in court cases regarding BOE. He said that we are the creditor on the payables side of the ledger. *The bank owes you the money*. No one is bringing up recoupment as a defense. *You waive the defense (counterclaim) and they go to collection on the receivables.*

Rule 13 of the F.R.C.P - Mandatory Counterclaim

Under civil rule 13, you fail to bring a mandatory counterclaim, which is based on the same transaction. *Under the rules you have waived it because you were ignorant of the rules of procedure*. **You must file a Certificate of Acknowledgment to claim Holder-in-Due-Course (HIDC) and Holder-in-Equity (HIE) status.** --- *Equity will not assist a volunteer*.

Jean Keating once filed a motion in a court case. He took portions of Statement 95 and incorporated it into a memorandum. He said these reports are filed on OMB forms in which the public has a right to disclosure under the privacy act. If they shift the assets off the books, they have to report to the FRB where it went, so you can follow it.

Subpoena the Auditor – The Importance of Receipts

In the memorandum, it shows that they are mandated to give a cash receipt on any deposit. *It is a demand deposit account*. They are required to show it on their books, but they are not doing that. They are doing an offset entry. It did not go to trial because he subpoenaed the auditor. *Auditors keep track of where the assets went. These are special auditors*.

Civil Rule 36

Jean Keating asked for all this information in discovery under civil rule 36 and stated that if they don't answer, they have admitted them. This was so powerful in the foreclosure that the bank's attorney said that discovery and records from auditors do not constitute admissions. Ugh! --- They actually informed

the court that the banks records kept in the due course of business are not admissions. *The bottom line is that figures don't lie and liars don't figure.*

Admittance by Non-Response

So in his motion for summary judgment Jean Keating put in admissions that the bank admitted by non-response. Which placed the bank in a dilemma; which left them scrambling. They eventually came out with an affidavit claiming a lost note or destroyed instrument --- or some such nonsense.

UCC 3-309

Under UCC 3-309 you have to show four elements to claim a lost instrument:

1) you were in possession at the time it was lost;
2) you have the right of enforcement of the note;
3) you have to show that the obligor on the note is indemnified by you against and future claims;
4) the loss was not due to a transfer.

The Allusion

They are trying to maintain the allusion that they are still holding our paperwork because we are still paying them. **The allusion is that there is a debt that is due.**

S3 registration statement

You can request the S3 registration statement and the 424(b)(5) prospectus. That is the form the bank filed that they sold the note that is a transfer**.** The attorney lied when he put in a claim that the instrument was lost.

The bank he was dealing with is Bank One that was owned by JP Morgan and Chase. They sold it in 1997 right after they got his loan they sold it.

They were doing a HELOC. Most banks do warehouse lending. As soon as they get the note, they borrow the money from a warehouse lender. The bank does not give you the money or credit. They get it from a warehouse lender. Then they pay off the warehouse lender with the note that they sell to them. Then they make derivatives out of this note by a bookkeeping entry**.** Double Booking Entry.

Title 5 USC 552(b)(4)

The balance sheet, a 2046, 2049, and 2099, have OMB numbers on them that are subject to disclosure under the privacy act, Title 5 USC 552(b)(4). *They have to give it to you if you ask for it.*

12 USC 248 and 347

They are required to file an FR 2046. This is a balance sheet. Under 12 USC 248 and 347 they are required to file a balance sheet. They are required on a quarterly or weekly basis. They file these balance sheets with the Federal Reserve Board (FRB). The balance sheet shows the assets and liabilities that they use in the accounting. The liabilities would be our promissory note. It is a liability because it is an asset to us.

Note: anytime you do an unrestricted endorsement on a check or money order you are bonding it with your labor.

This explains the frustration of so many patriots going into the bank with Federal Reserve Notes demanding lawful money for them. They walk in with the admission they'd already endorsed private credit because they're walking in with admitted Federal Reserve Notes. It's not lawful money. It's not United States notes in the form of lawful money. They're coming in with Federal Reserve Notes, private credit, demanding Federal Reserve Notes lawful money, but they already accrued the tax liability. They've already endorsed private credit. See Milan v. USA, 524 F.2d 629.

An employee agrees to handle Federal Reserves Notes and private credit from "the Fed" when filling out the W-4 or the 1099 form. **By providing that information that's the agreement to becoming taxable.** The hypothetical employee is acting as a federal reserve bank handling private credit as intended by the 1913 Federal Reserve Act.

It is why **W-4 or the 1099** must be filled out properly.

REDEEMED IN LAWFUL MONEY PURSUANT TO 12 USC 411
By: John Doe d/b/a JOHN DOE

The U.S. Congress has never enacted any legislation to take United States notes out of circulation.