<http://www.the7thfire.com/Politics%20and%20History/fighting_the_beast.htm>

**Notes from a presentation by Kenneth Wayne.**

Primarily, Mr. Wayne states that when we take an action to a Court, if we have no "Administrative Record" of attempt at a "Private Administrative Remedy" we are asking the Court to sit in an Administrative capacity, rather than Judicial. We can't invoke a Judicial Court unless we have failed at the Administrative level to remedy the situation, and there is a genuine matter in dispute. Unless the Administrative Process has been exhausted there is no dispute of which the Judicial Court can take jurisdiction.

So, If we have an Administrative Record, that shows we have attempted a Private Remedy, but the other side has failed to honor their obligation to Administratively Remedy the Dispute, (the Administrative Procedures Act), we should present that record, so the Judge can now take jurisdiction of the dispute, and Judicially render a judgement.

By the same token, if the other side has brought an action, without first seeking an Administrative Remedy, we should ask the Court if the plaintiff has submitted an Administrative Record? If they have not, this will force the matter back into the Administrative Private Remedy arena, where the issues may be resolved, or in case the parties cannot reach a resolution, then the issues in dispute are ripe for a Judicial Court.

The Administrative Procedures Act is the application of our common law private remedies to any dispute that arises between parties. Your (20) Day Private Claims and Notices of Dispute, and your Verification Requests for validation of the Debt. Your (10) Day Notices of Fault and Opportunity to Cure. Your (10) Day Notices of Default and opportunity to Cure. Your Final (5) Day Notice of Default and Final Notice to Cure. All these efforts to reach a Private Remedy, under the Administrative Procedures, that have gone unanswered by the other party. Now you have an Administrative Record to present to the Judge, and now he can take jurisdiction Judicially, and grant you the remedy that justice demands.

I have also reviewed the material of a World Economist, Tim Madden, from Canada. His information was centered on the banking and monetary system, and how that relates to the economy. In regards to mortgages, he had some very interesting insight. First he explained the "CREDIT" system and how it works. If you view the credit system as a huge bubble and inside that bubble there is a game of "musical chairs" being played. The "debt" (representing the players) is being expanded far beyond the amount of "money" (representing the chairs), or what is being used as money today. This means that there is more debt, than there is money in circulation to pay that debt. He also points out that his studies show there is a direct [1 to 1] correlation of defaults to the interest rate that banks charge. For example, if at the end of the year the interest rate that banks charged for that year was 6%, there will be a 6% rate of defaults.

The reason for this of course, is that there is not enough money to pay the debt that is being created, by the expansion of credit. So when the person running the musical chair game inside the credit bubble gives the command to sit, there are more players than there are chairs, so somebody has to leave the game. The problem with this of course is that in real life this is not a game. Those who are forced to leave the game because there is not enough money in the economy to pay back all the debt the banks have created and profited from creating it will lose everything they have worked to accrue. Who gets it? That's right, the banks. The banks receive a hard asset, representing the fruits of your labor and you have to start all over with nothing.

The whole game is rigged from the beginning and the number of casualties are calculated by the rate of interest these banks are charging for expanding the "credit" beyond the means of the economy to produce the funds to pay the debt. It is predetermined and premeditated slaughter. And Allan Greenspan and his "out of sight" fellow Board Members of the private Federal Reserve (that has no reserves) Bank, knows this. Now you know why he is always trying to "slow down" the economic growth. A strong economy does not serve his fellow fleecers.

One thing Mr. Madden points out is the importance of using the Equity Courts. He says that we must argue Equity from the outset. NOT THE LAW!

He says the Courts of Equity must give you equity, if you argue Equity!

Regarding the Mortgage Foreclosures:

Mr. Madden suggests that you Demand from the Court FROM THE OUTSET, [AN EQUITABLE ACCOUNTING OF THE TRANSACTION]

Tell the Court: "I want to know who brought the money to the table in this deal, and who left the table with that money."

I WANT AN: "AUDIT OF THE EQUITIES."

What you are saying to the Court is:

I WANT: "THIS COURT TO LOOK WITHIN THE FOUR CORNERS OF THE CONTRACT DOCUMENT AND HELP ME FIND THE CONSIDERATION TENDERED BY THE PLAINTIFF IN THIS TRANSACTION."

If you get your "AUDIT OF THE EQUITES" of the contract, and it reveals that there is NO EQUITY in the transaction, the Court, BY EQUITY, must find for you in the matter and rule the contract void, ab initio (Latin for "from the beginning").

Mr. Madden further points out why the Mortgage Contracts are written the way they are written. It is because there is no equity (no consideration). But the contract must APPEAR as if the bank loaned you the money BEFORE they received your Note and Mortgage Contract, in order for them to use the Mortgage Contract as the RECEIPT to do what they do with the Note and Contract. [To treat it as if they now own it, so they can sell it.]

The entire transaction is a "scheme or artifice to defraud" based in deception and deceit. And the "artifice to defraud" is constructed right into the contract. It is "deceit", "deception", "concealment", "suppression", and "non-disclosure" of material facts, that causes you to take an action to your own detriment. The contract is a nullity. The transaction never took place, because it is a CONSTRUCTIVE FORGERY, a fraudulent representation that exists, right on the face of the document itself. It is phony! I WANT AN AUDIT OF THE EQUITIES!

Regarding foreclosure sales. A complaint for fraud will not stop the sale order by the Court, if there was a foreclosure of a Mortgage. But, the fraud means there never was a mortgage. So we must seek injunctive relief when we file the Complaints for Fraud.

What the banks and other lending institutions will do against these fraud complaints is chip away through the Judge BY MOTION PRACTICE, and attempt to chip away at your evidence, by denying you discovery through legal avoidance tactics. The judge will uphold their objections to your Interrogatories and Depositions and do everything he can to prevent your evidence from getting into his evidence file. Then when the record is set the bank will move for Summary Judgement by Default, because you have not stated a claim upon which relief can be granted, (no evidence to support your claim) and the Judge will grant their motion. They can't defend against the issues, they can't win on the merits, so with the help of the judge, they will win by your default, created by them and the judge.

According to Mr. Wayne, what you have to do is hold the judge to his oath of office (And this is a key element to your success.) because he is a key element to the crime. One way to do that is demand the AUDIT OF THE EQUITIES. Another thing you should know is that the judge is required to take his oath BEFORE he enters in upon the official duties of his office. (Article 1, Section 6, Clause 2 of the Constitution.) That means that he took the oath as a private Citizen, and he cannot use "Judicial Immunity" as a defense when he violates his oath by violating your rights.

Mr. Wayne further points out that you should also understand that if a judge violates the Constitution, and violates any of your Unalienable Rights protected under that Constitution, he is not acting in an official capacity and you can arrest him and bring charges against him. You can declare a Citizen's Arrest and demand that the Bailiff take him into custody. Of course, he probably won't do it, because he works for the judge (although he's in the executive branch not Judicial and does not have to follow the Judges order). So, you may have to call the Sheriff.

I have known people who recommended that you visit your nearest military base and speak with the Provost Marshall, before you embark on arresting a judge. Let him know what you are going to do, get his phone number, and have someone with you who can call him to arrest the judge and the Bailiff. The Provost Marshall has the authority to arrest anyone who is in rebellion to the Republic. And, if treason is proven, he has the authority to HANG THEM. If found guilty of a lesser crime than treason, the judge will face a, ten (10) year prison sentence. Do they know this? You bet they do! They're just hoping that you don't know it, and that you won't have the guts to enforce it.

You need to understand that you can petition the Appellate Court for Declaratory and Injunctive Relief of a judge's actions in a proceeding. This is not a punitive action but one for a Declaration by a higher authority on the correctness of the lower Court or to enjoin the lower Court from doing something that is incorrect. Once you get the Declaration or Injunction, you can then go back to the judge and say, "Well, they said you were wrong, so now I'm going to sue you personally."

You don't go in making unfounded accusations against judges. That will get you in trouble. You wouldn't want someone making unfounded accusations against you. But, when the judge (or the lawyer for that matter; he took an oath and is an agent of the State), takes an action that violates your rights and they will not correct that action, you must bring charges against them. Otherwise, they have gotten away with it, and they will do it to someone else. Maybe even someone you know, like your children, or your Mom or Dad.

Another thing that Mr. Madden points out is that every time your credit card is swiped, and you sign the credit card slip (Bill of Exchange), at minimum, 30 crimes are committed. Every time you sign a Promissory Note (Bill of Exchange), a huge number of crimes are being committed. You are a party to these crimes, whether you realize it or not. Are you culpable? Not by knowledge. So, intent is not there. But, once you become knowledgeable (after reading this), you could be found liable, if you do not take steps within your power to correct the problem.

What do you do? You send your 'CREDITOR' a "NOTICE OF SUSPENSION OF THE ACCOUNT" and let them know that this account is now in dispute. NOTICE OF DISPUTE. Let them know that you have become aware of the Duties, Obligations and Rights, at Equity, regarding this transaction. Let them know that you are requesting all the documents pertaining to this transaction and account. Place a request to the creditor, affording them an opportunity to state what they have as proof of the validity of this debt. When they don't answer, then go to the Court and ask the Court to enforce the LACK OF AN OBLIGATION.

DUTIES OF A LENDER: To loan you money. [They didn't loan you any money or the equivalent thereof. But, they show on their books that they received from you, money, or the equivalent thereof.]

OBLIGATIONS OF THE BORROWER: You pay back the money. [And, you have paid.]

RIGHTS: Mutual Obligation, Consideration, and an Equitable Contract. [I paid you that which you did not loan me. I am entitled to the full face value of my Note, which you stated on your books that you received from me. Take the house and give me my money. Or, keep my money and give me the house. That's Equity.]

You are bringing this complaint because you now have knowledge of the crime. The crime of the premeditated over-expansion of the debt beyond the amount of money in circulation, which will create a predetermined number of innocent victims commensurate to the percentage of interest that the banks charge each year. You realize now that the banks cannot commit this crime without you signing and GIVING to them your Note, so that you can hypothecate a certain number of years of your future labor, and use the bank's "equivalent" of money, NOW, in the present.

You realize now that you were deceived by the banks and did not understand that the Notes and Mortgage you have signed, documents given to you by the banks, but they bear only your handwritten name and are unilateral contracts. You now realize that, on its face, according to the unilateral contracts given to you by the bank and that you signed, the banks have absolutely no culpability regarding the making, execution and delivering of those contracts to the bank. except for the "inducement by fraud" on the part of the bank, by their "scheme or artifice to defraud" by deceit.

You asked for information regarding the transaction; they refused to provide it. You asked for Validation of the Debt; they refused to provide it. You asked the creditor to please convince you that the creditor had not involved you in a crime; they refused to answer. You stopped making payments because you did not want to participate in a crime. Without meeting their obligations under the Administrative Procedures for a Private Remedy, the creditor foreclosed. You are Counter Claiming and seeking damages for the tort the bank committed against you because you are a victim.

You want to separate yourself from these heinous and diabolical criminals. You now realize that by not making, executing and delivering your Notes to them, for free, you will be doing that which is within your power, to stop the insidious and deceitful fraud being perpetrated against the American people;

• a fraud so diabolical and complicated that few can understand it;

• a fraud that has been carefully woven into the fabric of the economy, to the point that those who would work and eat and live, are seemingly forced to participate in the perpetuation of the crime, or be extinguished for lack of sustenance;

• a fraud, which the entire membership of the legal and judicial professions are either captives thereof or willing players who work to protect and promote the crime.

Until the interest that is being applied to the credit that is being extended by banks is eliminated the people will remain slaves to the credit system, which is the banking and monetary system of the world.

All the government would have to do is issue the money without interest as the Constitution authorizes. That would solve a host of problems. First, there would be no debt. Of course, that would put the banks on a fee based structure for their revenue rather than allowing them to suck the production profit from the labor of the people right off the top of the economy (and returning to the people, the debt) by the "compounded interest rates" which annually can range from 25% to 50%, and many times much higher.

It's a battle, folks! SUE FOR FRAUD and demand AN AUDIT OF THE EQUITIES of the contract. Hold the judge to his oath, and sue anybody who violates your unalienable rights by committing a perjury against their Oath to support the Constitution, which protects your Unalienable Rights.

If you are not going to do that, then don't even start. Just serve the beast. Be a grateful slave and try not to draw too much attention to yourself. But please don't attack those who are fighting this beast. It takes all the energy one can muster for this fight. If it is won, you will benefit from the rewards of the victory. So, if you can't or won't join, please try not to be an impediment.

Or you might wish to defang the Beast by getting it to pay off your debt by filing a UCC-1 Financial Statement, Security Agreement, Bill of Exchange, and Routing Number, using administrative procedures and the collateral hidden in your strawman account. Go to Debt Elimination

[10:38:15 AM] Victoria Warrior: Wow!

[10:39:11 AM] Victoria Warrior: I have to print this out