READ THIS AND UNDERSTAND YOUR SIGNATURE AT ANY BANK IS DISCHARGED THAT LOAN THE DAY YOU SIGNED/APPLIED FOR IT!!
SO STOP READ AND THINK AND HERE ARE THE SUPREME COURTS CASE LAWS THAT SUPPORT WHAT I AM SAYING.THE BANKS HAS NO JURISDICTION TO SEND YOU BILLS FOR An NON EXISTING LOAN YOU THINK YOU HAVE BUT DO NOT HAVE IT WAS DISCHARGED THE DAY YOU SIGNED FOR THE LOAN...
CASE LAW

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CASE LAW

Patton v. Diemer, 35 Ohio St. 3d 68; 518 N.E.2d 941; 1988). A judgment rendered by a court lacking subject matter jurisdiction is void ab initio. Consequently, the authority to vacate a void judgment is not derived from Ohio R. Civ. P. 60(B), but rather constitutes an inherent power possessed by Ohio courts. I see no evidence to the contrary that this would apply to ALL courts.

"A party lacks standing to invoke the jurisdiction of a court unless he has, in an individual or a representative capacity, some real interest in the subject matter of the action. Lebanon Correctional Institution v. Court of Common Pleas 35 Ohio St.2d 176 (1973).

"A party lacks standing to invoke the jurisdiction of a court unless he has, in an individual or a representative capacity, some real interest in the subject matter of an action." Wells Fargo Bank, v. Byrd, 178 Ohio App.3d 285, 2008-Ohio-4603, 897 N.E.2d 722 (2008). It went on to hold, " If the plaintiff has offered no evidence that it owned the note and mortgage when the complaint was filed, it would not be entitled to judgment as a matter of law."

(The following court case was unpublished and hidden from the public) Wells Fargo, Litton Loan v. Farmer, 867 N.Y.S.2d 21 (2008). "Wells Fargo does not own the mortgage loan… Therefore, the… matter is dismissed with prejudice."

(The following court case was unpublished and hidden from the public) Wells Fargo v. Reyes, 867 N.Y.S.2d 21 (2008). Dismissed with prejudice, Fraud on Court & Sanctions. Wells Fargo never owned the Mortgage.

(The following court case was unpublished and hidden from the public) Deutsche Bank v. Peabody, 866 N.Y.S.2d 91 (2008). EquiFirst, when making the loan, violated Regulation Z of the Federal Truth in Lending Act 15 USC §1601 and the Fair Debt Collections Practices Act 15 USC §1692; "intentionally created fraud in the factum" and withheld from plaintiff… "vital information concerning said debt and all of the matrix involved in making the loan".

(The following court case was unpublished and hidden from the public) Indymac Bank v. Boyd, 880 N.Y.S.2d 224 (2009). To establish a prima facie case in an action to foreclose a mortgage, the plaintiff must establish the existence of the mortgage and the mortgage note. It is the law's policy to allow only an aggrieved person to bring a lawsuit . . . A want of "standing to sue," in other words, is just another way of saying that this particular plaintiff is not involved in a genuine controversy, and a simple syllogism takes us from there to a "jurisdictional" dismissal:

(The following court case was unpublished and hidden from the public) Indymac Bank v. Bethley, 880 N.Y.S.2d 873 (2009). The Court is concerned that there may be fraud on the part of the plaintiff or at least malfeasance Plaintiff INDYMAC (Deutsche) and must have "standing" to bring this action.

(The following court case was unpublished and hidden from the public) Deutsche Bank National Trust Co v.Torres, NY Slip Op 51471U (2009). That "the dead cannot be sued" is a well-established principle of the jurisprudence of this state plaintiff's second cause of action for declaratory relief is denied. To be entitled to a default judgment, the movant must establish, among other things, the existence of facts which give rise to viable claims against the defaulting defendants. "The doctrine of ultra vires is a most powerful weapon to keep private corporations within their legitimate spheres and punish them for violations of their corporate charters, and it probably is not invoked too often… " Zinc Carbonate Co. v. First National Bank, 103 Wis. 125, 79 NW 229 (1899). Also see American Express Co. v. Citizens State Bank, 181 Wis. 172, 194 NW 427 (1923).

(The following court case was unpublished and hidden from the public) Wells Fargo v. Reyes, 867 N.Y.S.2d 21 (2008). Case dismissed with prejudice, fraud on the Court and Sanctions because Wells Fargo never owned the Mortgage.

(The following court case was unpublished and hidden from the public) Wells Fargo, Litton Loan v. Farmer, 867 N.Y.S.2d 21 (2008). Wells Fargo does not own the mortgage loan. "Indeed, no more than (affidavits) is necessary to make the prima facie case." United States v. Kis, 658 F.2d, 526 (7th Cir. 1981).

(The following court case was unpublished and hidden from the public) Indymac Bank v. Bethley, 880 N.Y.S.2d 873 (2009). The Court is concerned that there may be fraud on the part of plaintiff or at least malfeasance Plaintiff INDYMAC (Deutsche) and must have "standing" to bring this action.

The lawyer responsible for false debt collection claim Fair Debt Collection Practices Act, 15 USCS §§ 1692-1692o, Heintz v. Jenkins, 514 U.S. 291; 115 S. Ct. 1489, 131 L. Ed. 2d 395 (1995). and FDCPA Title 15 U.S.C. subsection 1692.

In determining whether the plaintiffs come before this Court with clean hands, the primary factor to be considered is whether the plaintiffs sought to mislead or deceive the other party, not whether that party relied upon plaintiffs' misrepresentations. Stachnik v. Winkel, 394 Mich. 375, 387; 230 N.W.2d 529, 534 (1975).

"Indeed, no more than (affidavits) is necessary to make the prima facie case." United States v. Kis, 658 F.2d, 526 (7th Cir. 1981). Cert Denied, 50 U.S. L.W. 2169; S. Ct. March 22, (1982).

"Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading." U.S. v. Tweel, 550 F.2d 297 (1977).

"If any part of the consideration for a promise is illegal, or if there are several considerations for an un-severable promise one of which is illegal, the promise, whether written or oral, is wholly void, as it is impossible to say what part or which one of the considerations induced the promise." Menominee River Co. v. Augustus Spies L & C Co., 147 Wis. 559 at p. 572; 132 NW 1118 (1912).

Federal Rule of Civil Procedure 17(a)(1) which requires that "[a]n action must be prosecuted in the name of the real party in interest." See also, In re Jacobson, 402 B.R. 359, 365-66 (Bankr. W.D. Wash. 2009); In re Hwang, 396 B.R. 757, 766-67 (Bankr. C.D. Cal. 2008).

Mortgage Electronic Registration Systems, Inc. v. Chong, 824 N.Y.S.2d 764 (2006). MERS did not have standing as a real party in interest under the Rules to file the motion… The declaration also failed to assert that MERS, FMC Capital LLC or Homecomings Financial, LLC held the Note.

Landmark National Bank v. Kesler, 289 Kan. 528, 216 P.3d 158 (2009). "Kan. Stat. Ann. § 60-260(b) allows relief from a judgment based on mistake, inadvertence, surprise, or excusable neglect; newly discovered evidence that could not have been timely discovered with due diligence; fraud or misrepresentation; a void judgment; a judgment that has been satisfied, released, discharged, or is no longer equitable; or any other reason justifying relief from the operation of the judgment. The relationship

that the registry had to the bank was more akin to that of a straw man than to a party possessing all the rights given a buyer." Also In September of 2008, A California Judge ruling against MERS concluded, "There is no evidence before the court as to who is the present owner of the Note. The holder of the Note must join in the motion."

LaSalle Bank v. Ahearn, 875 N.Y.S.2d 595 (2009). Dismissed with prejudice. Lack of standing.

Novastar Mortgage, Inc v. Snyder 3:07CV480 (2008). Plaintiff has the burden of establishing its standing. It has failed to do so.

DLJ Capital, Inc. v. Parsons, CASE NO. 07-MA-17 (2008). A genuine issue of material fact existed as to whether or not appellee was the real party in interest as there was no evidence on the record of an assignment. Reversed for lack of standing.

Everhome Mortgage Company v. Rowland, No. 07AP-615 (Ohio 2008). Mortgagee was not the real party in interest pursuant to Rule 17(a). Lack of standing.

In Lambert v. Firstar Bank, 83 Ark. App. 259, 127 S.W. 3d 523 (2003), complying with the Statutory Foreclosure Act does not insulate a financial institution from liability and does not prevent a party from timely asserting any claims or defenses it may have concerning a mortgage foreclosure A.C.A. §18-50-116(d)(2) and violates honest services Title 18 Fraud. Notice to credit reporting agencies of overdue payments/foreclosure on a fraudulent debt is defamation of character and a whole separate fraud.

A Court of Appeals does not consider assertions of error that are unsupported by convincing legal authority or argument unless it is apparent without further research that the argument is well taken. FRAUD is a point well taken! Lambert Supra.

No lawful consideration tendered by Original Lender and/or Subsequent Mortgage and/or Servicing Company to support the alleged debt. "A lawful consideration must exist and be tendered to support the Note" and demand under TILA full disclosure of any such consideration. Anheuser-Busch Brewing Company v. Emma Mason, 44 Minn. 318, 46 N.W. 558 (1890).

"It has been settled beyond controversy that a national bank, under Federal law, being limited in its power and capacity, cannot lend its credit by nor guarantee the debt of another. All such contracts being entered into by its officers are ultra vires and not binding upon the corporation." It is unlawful for banks to loan their deposits. Howard & Foster Co. vs. Citizens National Bank, 133 S.C. 202, 130 S.E. 758 (1926),

"Neither, as included in its powers not incidental to them, is it a part of a bank's business to lend its credit. If a bank could lend its credit as well as its money, it might, if it received compensation and was careful to put its name only to solid paper, make a great deal more than any lawful interest on its money would amount to. If not careful, the power would be the mother of panics . . . Indeed, lending credit is the exact opposite of lending money, which is the real business of a bank, for while the latter creates a liability in favor of the bank, the former gives rise to a liability of the bank to another. I Morse. Banks and Banking 5th Ed. Sec 65; Magee, Banks and Banking, 3rd Ed. Sec 248." American Express Co. v. Citizens State Bank, 181 Wis. 172, 194 NW 427 (1923). I demand under TILA full disclosure and proof to the contrary.

UCC § 2-106(4) "Cancellation" occurs when either party puts an end to the contract for breach by the other and its effect is the same as that of "termination" except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance.

"There is no doubt but what the law is that a national bank cannot lend its credit or become an accommodation endorser." National Bank of Commerce v. Atkinson, 55 F. 465; (1893).

National Banks and/or subsidiary Mortgage companies cannot retain the note, "Among the assets of the state bank were two notes, secured by mortgage, which could not be transferred to the new bank as

assets under the National Banking Laws. National Bank Act, Sect 28 & 56" National Bank of Commerce v. Atkinson, 8 Kan. App. 30, 54 P. 8 (1898).

"A bank can lend its money, but not its credit." First Nat'l Bank of Tallapoosa v. Monroe, 135 Ga 614, 69 S.E. 1123 (1911).

It is not necessary for rescission of a contract that the party making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations, even innocently, to retain the fruits of a bargain induced by such representations." Whipp v. Iverson, 43 Wis. 2d 166, 168 N.W.2d 201 (1969).

"A bank is not the holder in due course upon merely crediting the depositor's account." Bankers Trust v. Nagler, 23 A.D.2d 645, 257 N.Y.S.2d 298 (1965).

"Any conduct capable of being turned into a statement of fact is representation. There is no distinction between misrepresentations effected by words and misrepresentations effected by other acts." (The seller or lender) "He is liable, not upon any idea of benefit to himself, but because of his wrongful act and the consequent injury to the other party." Leonard v. Springer, 197 Ill 532. 64 NE 299 (1902).

"If any part of the consideration for a promise is illegal, or if there are several considerations for an un-severable promise one of which is illegal, the promise, whether written or oral, is wholly void, as it is impossible to say what part or which one of the considerations induced the promise." Menominee River Co. v. Augustus Spies L & C Co.,147 Wis. 559 at p. 572; 132 NW 1118 (1912).

"The contract is void if it is only in part connected with the illegal transaction and the promise single or entire." Guardian Agency v. Guardian Mut. Savings Bank, 227 Wis. 550, 279 NW 79 (1938).

"It is not necessary for rescission of a contract that the party making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations, even innocently, to retain the fruits of a bargain induced by such representations." Whipp v. Iverson, 43 Wis.2d 166, 279 N.W. 79 (1938).

In a Debtor's RICO action against its creditor, alleging that the creditor had collected an unlawful debt, an interest rate (where all loan charges were added together) that exceeded, in the language of the RICO Statute, "twice the enforceable rate." The Court found no reason to impose a requirement that the Plaintiff shows that the Defendant had been convicted of collecting an unlawful debt, running a "loan sharking" operation. The debt included the fact that exaction of a usurious interest rate rendered the debt unlawful and that is all that is necessary to support the Civil RICO action. Durante Bros. & Sons, Inc. v. Flushing Nat 'l Bank, 755 F.2d 239 (1985). Cert. denied 473 U.S. 906 (1985).

The Supreme Court found that the Plaintiff in a civil RICO action need establish only a criminal "violation" and not a criminal conviction. Further, the Court held that the Defendant need only have caused harm to the Plaintiff by the commission of a predicate offense in such a way as to constitute a "pattern of Racketeering activity." That is, the Plaintiff need not demonstrate that the Defendant is an organized crime figure, a mobster in the popular sense, or that the Plaintiff has suffered some type of special Racketeering injury; all that the Plaintiff must show is what the Statute specifically requires. The RICO Statute and the civil remedies for its violation are to be liberally construed to affect the congressional purpose as broadly formulated in the Statute. Sedima, SPRL v. Imrex Co., 473 U.S. 479, 105 S. Ct. 3275, 87 L. Ed. 2d 346 (1985).

A violation such as not responding to the TILA rescission letter, no matter how technical, it has no discretion with respect to liability. Holding that creditor failed to make material disclosures in connection with loan. Title 15 USCS §1605(c) Wright v. Mid-Penn Consumer Discount Co., 133 B.R. 704 (Pa. 1991).

Moore v. Mid-Penn Consumer Discount Co., Civil Action No. 90-6452 U.S. Dist. LEXIS 10324 (Pa. 1991). The court held that, under TILA's Regulation Z, 12 CFR §226.4 (a), a lender had to expressly notify a borrower that he had a choice of insurer.

Marshall v. Security State Bank of Hamilton, 121 B.R. 814 (Ill. 1990) violation of Federal Truth in Lending 15 USCS §1638(a)(9), and Regulation Z. The bank took a security interest in the vehicle without disclosing the security interest.

Steinbrecher v. Mid-Penn Consumer Discount Co., 110 B.R. 155 (Pa. 1990). Mid-Penn violated TILA by not including in a finance charge the debtors' purchase of fire insurance on their home. The purchase of such insurance was a condition imposed by the company. The cost of the insurance was added to the amount financed and not to the finance charge.

Nichols v. Mid-Penn Consumer Discount Co., 1989 WL 46682 (Pa. 1989). Mid-Penn misinformed Nichols in the Notice of Right to Cancel Mortgage.

McElvany v. Household Finance Realty Corp., 98 B.R. 237 (Pa. 1989). Debtor filed an application to remove the mortgage foreclosure proceedings to the United States District Court pursuant to 28 USCS §1409. It is strict liability in the sense that absolute compliance is required and even technical violations will form the basis for liability. Lauletta v. Valley Buick Inc., 421 F. Supp. 1036 at 1040 (Pa. 1976).

Johnson-Allen v. Lomas and Nettleton Co., 67 B.R. 968 (Pa. 1986). Violation of Truth-in-Lending Act requirements, 15 USCS §1638(a)(10), required mortgagee to provide a statement containing a description of any security interest held or to be retained or acquired. Failure to disclose.

Cervantes v. General Electric Mortgage Co., 67 B.R. 816 (Pa. 1986). creditor failed to meet disclosure requirements under the Truth in Lending Act, 15 U.S.C.S. § 1601-1667c and Regulation Z of the Federal Reserve Board, 12 CFR §226.1

McCausland v. GMAC Mortgage Co., 63 B.R. 665, (Pa. 1986). GMAC failed to provide information which must be disclosed as defined in the TILA and Regulation Z, 12 CFR §226.1

Perry v. Federal National Mortgage Corp., 59 B.R. 947 (Pa. 1986) the disclosure statement was deficient under the Truth In Lending Act, 15 U.S.C.S. § 1638(a)(9). Defendant Mortgage Co. failed to reveal clearly what security interest was retained.

Schultz v. Central Mortgage Co., 58 B.R. 945 (Pa. 1986). The court determined creditor mortgagor violated the Truth In Lending Act, 15 U.S.C.S. § 1638(a)(3), by its failure to include the cost of mortgage insurance in calculating the finance charge. The court found creditor failed to meet any of the conditions for excluding such costs and was liable for twice the amount of the true finance charge.

Solis v. Fidelity Consumer Discount Co., 58 B.R. 983 (Pa. 1986). Any misgivings creditors may have about the technical nature of the requirements should be addressed to Congress or the Federal Reserve Board, not the courts. Disclosure requirements for credit sales are governed by 15 U.S.C.S. § 1638 12 CFR § 226.8(b), (c). Disclosure requirements for consumer loans are governed by 15 U.S.C.S. § 1639 12 CFR § 226.8(b), (d). A violator of the disclosure requirements is held to a standard of strict liability. Therefore, a plaintiff need not show that the creditor, in fact, deceived him by making substandard disclosures. Since Transworld Systems Inc. have not canceled the security interest and return all monies paid by Ms. Sherrie I. LaForce within the 20 days of receipt of the letter of rescission of October 7, 2009, the lenders named above are responsible for actual and statutory damages pursuant to 15 U.S.C. 1640(a).

Lewis v. Dodge, 620 F.Supp. 135, 138 (D. Conn. 1985);

Porter v. Mid-Penn Consumer Discount Co., 961 F.2d 1066 (3rd Cir. 1992). Porter filed an adversary proceeding against appellant under 15 U.S.C. §1635, for failure to honor her request to rescind a loan secured by a mortgage on her home.

Rowland v. Magna Millikin Bank of Decatur, N.A., 812 F.Supp. 875 (1992) Even technical violations will form the basis for liability. The mortgagors had a right to rescind the contract in accordance with 15 U.S.C. §1635(c).

New Maine Nat. Bank v. Gendron, 780 F.Supp. 52 (1992). The court held that defendants were entitled to rescind loan under strict liability terms of TILA because plaintiff violated TILA's provisions.

Dixon v. S & S Loan Service of Waycross, Inc., 754 F.Supp. 1567 (1990); TILA is a remedial statute, and, hence, is liberally construed in favor of borrowers. The remedial objectives of TILA are achieved by imposing a system of strict liability in favor of consumers when mandated disclosures have not been made. Thus, liability will flow from even minute deviations from the requirements of the statute and the regulations promulgated under it.

Woolfolk v. Van Ru Credit Corp., 783 F.Supp. 724 (1990) There was no dispute as to the material facts that established that the debt collector violated the FDCPA. The court granted the debtors' motion for summary judgment and held that (1) under 15 U.S.C. §1692(e), a debt collector could not use any false, deceptive, or misleading representation or means in connection with the collection of any debt; Unfair Debt Collection Practices Act.

Jenkins v. Landmark Mortg. Corp. of Virginia, 696 F.Supp. 1089 (W.D. Va. 1988). Plaintiff was also misinformed regarding the effects of a rescission. The pertinent regulation states that "when a consumer rescinds a transaction, the security interest giving rise to the right of rescission becomes void and the consumer shall not be liable for any amount, including any finance charge." 12 CFR §226.23(d) (1)..

Laubach v. Fidelity Consumer Discount Co., 686 F.Supp. 504 (E.D. Pa. 1988). monetary damages for the plaintiffs pursuant to the Racketeer Influenced and Corrupt Organization Act, 18 USC §1961. (Count I); the Truth-in-Lending Act, 15 USC §1601.

Searles v. Clarion Mortg. Co., 1987 WL 61932 (E.D. Pa. 1987); Liability will flow from even minute deviations from requirements of the statute and Regulation Z. failure to accurately disclose the property in which a security interest was taken in connection with a consumer credit transaction involving the purchase of residential real estate in violation of 15 UCCs §1638(a)(9). and 12 CFR §226.18(m).

Dixon v. S & S Loan Service of Waycross, Inc., 754 F.Supp. 1567, 1570 (S.D. Ga. 1990). Congress's purpose in passing the Truth in Lending Act (TILA), 15 UCCs §1601(a). was to assure a meaningful disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms available to him. 15 UCCs §1601(a). TILA is a remedial statute, and, hence, is liberally construed in favor of borrowers.;

Shroder v. Suburban Coastal Corp., 729 F.2d 1371, 1380 (11th Cir. 1984). disclosure statement violated 12 CFR §226.6(a).,

Wright v. Mid-Penn Consumer Discount Co., 133 B.R. 704 (E.D. Pa. 1991) Holding that creditor failed to make material disclosures in connection with one loan;

Cervantes v. General Electric Mortgage Co., 67 B.R. 816 (E.D. Pa. 1986). The court found that the TILA violations were governed by a strict liability standard, and defendant's failure to reveal in the disclosure statement the exact nature of the security interest violated the TILA.

Perry v. Federal National Mortgage, 59 B.R. 947 (E.D. Pa. 1986). Defendant failed to accurately disclose the security interest taken to secure the loan.

Porter v. Mid-Penn Consumer Discount Co., 961 F.2d 1066 (3rd Cir. 1992). Adversary proceeding against appellant under 15 U.S.C. §1635, for failure to honor her request to rescind a loan secured by a mortgage on her home. She was entitled to the equitable relief of rescission and the statutory remedies under 15 U.S.C. §1640 for appellant's failure to rescind upon request.

Solis v. Fidelity Consumer Discount Co., 58 B.R. 983 (Pa. 1986). Any misgivings creditors may have about the technical nature of the requirements should be addressed to Congress or the Federal Reserve Board, not the courts. Disclosure requirements for credit sales are governed by 15 U.S.C.S. § 1638 12 CFR § 226.8(b), (c). Disclosure requirements for consumer loans are governed by 15 U.S.C.S. § 1639 12 CFR § 226.8(b), (d). A violator of the disclosure requirements is held to a standard of strict liability. Therefore, a plaintiff need not show that the creditor, in fact, deceived him by making substandard disclosures. Rowland v. Magna Millikin Bank of Decatur, N.A., 812 F.Supp. 875 (1992),

Even technical violations will form the basis for liability. The mortgagors had a right to rescind the contract in accordance with 15 U.S.C. §1635(c). New Maine Nat. Bank v. Gendron, 780 F.Supp. 52 (D. Me. 1992). The court held that defendants were entitled to rescind loan under strict liability terms of TILA because plaintiff violated TILA's provisions.

12 U.S. Code § 411 - Issuance to reserve banks; nature of obligation; redemption :

Federal reserve notes, to be issued at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to Federal reserve banks through the Federal reserve agents as hereinafter set forth and for no other purpose, are authorized. The said notes shall be obligations of the United States and shall be receivable by all national and member banks and Federal reserve banks and for all taxes, customs, and other public dues. They shall be redeemed in lawful money on demand at the Treasury Department of the United States, in the city of Washington, District of Columbia, or at any Federal Reserve bank. (Dec. 23, 1913, ch. 6, § 16 (par.), 38 Stat. 265; Jan. 30, 1934, ch. 6, § 2(b)(1), 48 Stat. 337; Aug. 23, 1935, ch. 614, title II, § 203(a), 49 Stat. 704.)
Black's Law Dictionary 2nd Ed
FEDERAL: In constitutional law.
A term commonly used to express a league or compact between two or more states.In American law. Belonging to the general government or union of the states.
AUTHORIZED SETTLEMENT AGENT :
A back that can send checks to the federal reserve bank for a debt collection. A clearing house is used. This keeps banks running smoothly.
CLEARINGHOUSE :
1. In Banking, it is a bank-operated affiliated agency or facility within a geographical area. It acts as a central site for collecting, exchanging, and settling of checks drawn on each other. Electronic funds transactions are also cleared by modern clearance houses. 2. In Futures, this is a governing exchange's agency or affiliate, such as a stock exchange. It acts as a counter-party to every transaction on that exchange. Its accountability includes guaranteeing, reconciling, settling, collecting, and clearing, on all trades. Law Dictionary: What is CLEARINGHOUSE? definition of CLEARINGHOUSE (Black's Law Dictionary)
House Joint Resolution 192 – PUBLIC LAW 73-10 :
"To assure uniform value to the coins and currencies of the United States, Whereas the holding of or dealing in gold affect public interest, and are therefore subject to proper regulation and restriction; and Whereas the existing emergency has disclosed that provisions of obligations which purport to give the obligee a right to require payment in gold or a particular kind of coin or currency of the United States, or in an amount in money of the United States measured thereby, obstruct the power of the Congress to regulate the value of the money of the United States, and are inconsistent with the declared policy of the Congress to maintain at all times the equal power of every dollar, coined or issued by the United States, in the markets and in the payment of debts, Now, therefore, be it Resolved by the Senate and House of t Representative of the United States of America in Congress assembled, that :
(a) every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy;

and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation, heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment,(b) As used in this resolution, the term 'obligation' means any obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term 'coin or currency' means coin or currency of the United States, including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations.

dollar for dollar, in any coin or currency which at time of payment is legal tender for public and private debts.(instruments, promissory notes) Any such provision contained in any law authorizing obligations to be issued by or under authority of the United States, is hereby repealed, but the repeal of any such provision shall not invalidate any other provision or authority contained in such law. (HJR 192 June 5, 1933) on toll, the Gold, Solver backs the United States dollar for dollar the Government shall discharge the Public Debts."All coins and currencies of the United States (including Federal Reserve notes and circulating notes of the Federal Reserve banks and national banking associations) heretofore or hereafter coined or issued, shall be legal tender for all debts, public and private, public charges, taxes, duties, and dues, except that gold coins, when below the standard weight and limit of tolerance provided by law for the single piece, shall be legal tender only at valuation in proportion to their actual weight.(see 11)' Approved, June 5, 1933, 4:40 p.m. 31 U.S.C.A. 462, 463 House Joint Resolution 192, 73d Congress, Sess. I, Ch. 48, June 5, 1933 (Public Law No. 10) (FRN ARE NOT BACKED)

FDR PROMISSORY NOTES backed by nothing but air. the federal reserve is UNCONSTITUTIONAL LACKS ANY STANDING IN THE SUPREME LAWS AND DERIVES NO POLITICAL POWERS, RESERVED IN THE CONSTITUTION IS NULL VOID OF THE POWER OF LAW for FRN to be a monopoly (SEE @42 #19)

TO CREATE NOTES OF PROMISSORY NOTES IN PUBLIC OR PRIVATE, THEY ARE INSTRUMENTS INTENT CREATED TO KEEP BOOK KEEPING AMONG THE GOVERNMENTS AND THE BANKS AND TO DISCHARGE THE PUBLIC DEBTS THROUGH BOOKKEEPING AND THE CENTRAL BANKS. (HJR.192-PL.73.10)(see 6,7,8,9,10,11,12,*13,16,17,18)

*12 U.S. Code § 411 - Issuance to reserve banks; nature of obligation; redemption :

Federal reserve notes, to be issued at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to Federal reserve banks through the Federal reserve agents as hereinafter set forth and for no other purpose, are authorized. The said notes shall be obligations of the United States and shall be receivable by all national and member banks and Federal reserve banks and for all taxes, customs, and other public dues. They shall be redeemed in lawful money on demand at the Treasury Department of the United States, in the city of Washington, District of Columbia, or at any Federal Reserve bank. (Dec. 23, 1913, ch. 6, § 16 (par.), 38 Stat. 265; Jan. 30, 1934, ch. 6, § 2(b)(1), 48 Stat. 337; Aug. 23, 1935, ch. 614, title II, § 203(a), 49 Stat. 704.)

All Americans Debts are to be discharged DOLLAR FOR DOLLAR: ACCEPTED FOR VALUE BY ALL BANKS.

LAWFUL CREATION OF INSTRUMENTS OF PROMISSORY NOTES IN PUBLIC, PRIVATE.

REDEMPTION:

The right of redemption is an agreement or action, by which the vendor reserves to himself the power of taking back the thing sold by returning the price paid for it Civil Code La. art. 2567.

Civil Code La. art. 2567.: Universal Citation: LA Civ Code 2567 CHAPTER 11. OF THE SALE WITH A RIGHT OF REDEMPTION Art. 2567. Right of redemption, definition The parties to a contract of sale may agree that the seller shall have the right of redemption,(see 6) Acts 1993, No. 841, §1, eff. Jan. 1, 1995. ACCEPTED FOR VALUE IS DISCHARGED THROUGH THE GOVERNMENTS BANKS AS AGENTS.(seen 6)

Universal Citation: to all primary legal source material, starting with the state codes. IT IS SEEN IN ALL THE UNIONS EFFECTS THEM ALL.

THE GOVERNMENT /CONGRESS CAN NOT BREACH THE CONTRACT TO TAKE THE PEOPLES DEBTS IN TILL THE CONTRACT IS DISCHARGED IN FULL, THE DOLLARS IS FULLY BACKED BY GOLD, SILVER

THE GOVERNMENT TOOK FROM THE PEOPLE THE GOLD, SILVER, CAN NOT BE REPEALED IT IS A CONTRACT MADE, THIS WOULD BE UNCONSTITUTIONAL AND NULL VOID THE POWER OF LAW. FDR ARE NOT BACKED BY ANYTHING BUT AIR..WITH NO REAL POLITICAL POWERS TO EXIST/CONGRESS CAN ONLY BY LAW DISCHARGE DEBTS LEGALLY AND LAWFULLY WITH

EQUAL RIGHTS ,FEDERAL RESERVE IS A PRIVATE INSTITUTION AND POLITICAL A FOREIGN ENTITY IN LAW AND HAS NO POWER'S IN THE COMMON LAW,UNDER THE CONTRACT OF THE CONSTITUTION AS A SUBDIVISION OF GOVERNMENT WITH A MERE PRIVILEGE TO OPERATE IN THE PUBLIC.
THE PEOPLES POLITICAL POWERS SUPERSEDES ALL GOVERNMENTS IN PLACE AND IS THE BENEFICIARY OF ALL GOVERNMENTS AND SUBCONTRACTORS CREATED BY CONGRESS.(SEE 3 BELOW): Sovereignty itself remains with the People by whom all government exists and acts. THE CREATOR'S NEVER GIVES THE CREATION POWERS OVER THEM TO BE GOVERNED ONLY BY CONSENT OF THE GOVERNED OR BY CONTRACT KNOWN.
THE CONSENT OF THE GOVERNED: United States Declaration of Independence; We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness.–That to secure these rights, Governments are instituted among Men, deriving their just powers FROM THE CONSENT OF THE GOVERNED," NO CONSENT NO POWERS"
ALL GOVERNMENTS/SUBDIVISIONS/OFFICES,: CREATED ARE CREATED TO SERVE AS "FIDUCIARY'S / SERVANTS AS A CORPORATE VEHICLE TO PROCESS THE CORRECT DOCUMENTS AND GIVE THE CORRECT DOCUMENTS, FOLLOW DEMANDS GIVEN.THE ONLY CONCERNS ARE OF IMPORTS AND EXPORTS THE ABILITY TO PROCESS PROMISSORY NOTES CREATED BY THE DEBTS OWED TO THE PEOPLE ON HJR 192 /PUBLIC LAW 73.10 AS UNDER CONTRACT EVERY FEDERAL AGENCY BANK FEDERALLY BY THE United States, and THE UNITED STATES CORPORATION
TO DISCHARGE DEBTS IN ALL FORMS FOR THE AMERICAN NATIONALS AS CONTRACTED UNDER HJR 192 "SHALL BE DISCHARGED UPON PAYMENT DOLLAR FOR DOLLAR" A PROMISSORY NOTE SO WROTE BY AN AMERICAN NATIONAL IS LEGAL PROOF OF TENDER FOR DISCHARGED OF ALL DEBTS WITH CREATED BY GOVERNMENT AND THE SUBDIVISION'S CORPORATE VEHICLES WITH PRIVILEGES TO OPERATE IN THE THE United States, and THE UNITED STATES CORPORATION CREATED BY GOVERNMENT FOR THE PEOPLES BENEFIT..

THE ORIGINAL: House Joint Resolution 192 of June 5, 1933
On June 5, 1933, Congress passed House Joint Resolution (HJR 192). HJR 192 was passed to suspend the gold standard and abrogate the gold clause in the national constitution. Since then no one in America has been able to lawfully pay a debt. This resolution declared:

"To assure uniform value to the coins and currencies of the United States,

Whereas the holding of or dealing in gold affect public interest, and are therefore subject to proper regulation and restriction; and

Whereas the existing emergency has disclosed that provisions of obligations which purport to give the obligee a right to require payment in gold or a particular kind of coin or currency of the United States, or in an amount in money of the United States measured thereby, obstruct the power of the Congress to regulate the value of the money of the United States, and are inconsistent with the declared policy of the Congress to maintain at all times the equal power of every dollar, coined or issued by the United States, in the markets and in the payment of debts,
Now, therefore, be it Resolved by the Senate and House of t Representative of the United States of America in Congress assembled, that

(a) every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy; and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation, heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at time of payment is legal tender for public and private debts. Any such provision contained in any law authorizing obligations to be issued by or under authority of the United States is hereby repealed, but the repeal of any such provision shall not invalidate any other provision or authority contained in such law.

(b) As used in this resolution, the term 'obligation' means any obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term 'coin or currency' means coin or currency of the United States, including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations.
Sec. 2 The last sentence of paragraph (1) of subsection (b) of section 43 of the Act entitled 'An Act to relieve the existing national economic emergency by increasing agricultural purchasing power, to raise revenue for extraordinary expenses incurred by reason of such emergency, to provide emergency relief with respect to agricultural indebtedness, to provide for the orderly liquidation of joint-stock land banks, and for other purposes;, approved May 12, 1933, is amended to read as follows:

"All coins and currencies of the United States (including Federal Reserve notes and circulating notes of the Federal Reserve banks and national banking associations) heretofore or hereafter coined or issued, shall be legal tender for all debts, public and private, public charges, taxes, duties, and dues, except that gold coins, when below the standard weight and limit of tolerance provided by law for the single piece, shall be legal tender only at valuation in proportion to their actual weight.'

Approved, June 5, 1933, 4:40 p.m. 31 U.S.C.A. 462, 463

House Joint Resolution 192, 73d Congress, Sess. I, Ch. 48, June 5, 1933 (Public Law No. 10)

Note: "payment of debt" is now against Congressional and "public policy" and henceforth, "Every obligation . . . Shall be discharged."

As a result of HJR 192, and from that day forward (June 5, 1933), no one in this nation has been able to lawfully pay a debt or lawfully own anything. The only thing one can do, is tender in transfer of debts, with the debt being perpetual. The suspension of the gold standard and prohibition against paying debts removed the substance from our common law to operate on and created a void as far as the law is concerned. This substance was replaced with a "PUBLIC NATIONAL CREDIT SYSTEM" where debt is "LEGAL TENDER" money.

HJR 192 was implemented immediately. The day after President Roosevelt signed the resolution, the treasury offered the public new government securities, minus the traditional "payable in gold" clause.

192 states that one cannot demand a certain form of currency that they want to receive if it is dollar for dollar. If you review the Modern Money Mechanics article you will discover that all currency is your credit! The Federal Reserve calls it "monetized debt."

House Joint Resolution #192 as passed by the 73 rd Congress on June 5, 1933, What Follows is an Actual Copy of HJR 192 as Originally Printed by the United States Government Printing Office in 1934

THE STATUTES AT LARGE OF THE UNITED STATES OF AMERICA MARCH 1933 to JUNE 1934 CONCURRENT RESOLUTIONS RECENT TREATIES AND CONVENTIONS, EXECUTIVE PROCLAMATIONS AND AGREEMENTS, TWENTY-FIRST AMENDMENT TO THE CONSTITUTION.

PRINTED, AND PUBLISHED BY THE AUTHORITY OF CONGRESS, UNDER THE DIRECTION OF THE SECRETARY OF THE STATE

VOL-XLV 111. in two parts; 1. Public Acts and Resolutions 2. PART. 2—Private Acts and Resolutions, Concurrent Resolutions Treaties and Conventions, Executive Proclamations and Agreements, Twenty-first Amendment to the Constitution.

To ensure uniform value to the coins and currencies of the United States. Whereas the holding of or dealing in gold affect the public interest, and are therefore subject to proper regulation and restriction; and Whereas the existing emergency has disclosed that provisions of obligations which purport to give the obligee a right to require payment in gold or a particular kind of coin or currency of the United States, or in

an amount of money. of the United States measured thereby, obstruct the power of the Congress to regulate the value of the money of the United States, and are inconsistent with the declared policy of the Congress to maintain at all times the equal power of every dollar, coined or issued by the United States, in the markets and in the payment of debts. Now, therefore, be it

73d CONGRESS. SE S. I. CHS, 48, 49. JUNE 5, 6, 1933.

Resolved by the Senate and House of Representative of the United States of America in Congress assembled) That (a) every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency 2 or in an amount in money of the United States measured thereby, is declared to be against public policy; see 29,30

OBLIGATION REQUIREMENT GOLD, SILVER PAYMENTS DECLARED CONTRARY TO PUBLIC POLICY "against the law"Shall be discharged."

Note: "payment of debt" is now against Congressional and "public policy" and henceforth, "Every obligation . . . Shall be discharged."
Congress TOOK the ability for THE PEOPLE to lawfully pay any debts, CONGRESS TOOK THE PEOPLES GOLD /SILVER" THE ONE WITH THE GOLD PAYS THE DEBTS OF THE PEOPLE," IN TILL THE GOLD SILVERBACKS THE DOLLAR OF THE United States Currency.
and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation, heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender for public and private debts.(promissory notes, created) FRN ARE MERELY A PROMISSORY NOTE.

I AS AN AMERICAN NATIONAL WHEREBY THE CONSTITUTION RESERVES THE SUPREME LAW FOR ME TO HAVE THE ABILITY TO WRITE LAWS AND CREATE CONTRACT UNLIMITED OVER MY LIFE, RIGHTS, PROPERTY :

I DECLARE MY ABILITY TO CREATE PROMISSORY NOTES OVER ANY AND ALL DEBTS CREATED IN THE PUBLIC OR PRIVATE AS An UNINCORPORATED BANK.

THE ORIGINAL TRUST OF Mary Elizabeth Henrich the AUTHORITY AND JURISDICTION OVER ANY AND ALL ENTITY'S CREATED FROM THE "DBA: MARY ELIZABETH LUCENTE "MELMEH UNINCORPORATED BANK" TRUST."IS IN LAW.(reg.872 attaches both certificates of proof)

THE TRUTH FACTS AND SUPREME LAWS I SPEAK FROM IS ABSOLUTE PROOF IN LAW OF MY POLITICAL POWERS HELD AS AN AMERICAN NATIONAL SUPPORTED CONSTITUTIONALLY WITH LAWS SETTLED BY THE SUPREME COURTS AND SUPPORTED BY FEDERAL LAWS OF COMMERCE: USC 42 Sec.1983,1984,1986 USC.18 Sec.241,242 the intent is to ensure every entity's remains in place of its jurisdiction in office.actions taken from within office unconstitutional means the office shall be held in their "individual capacity"(see 17)

HALE V. HENKEL 201 U.S. 43 at 89 (1906) Hale v. Henkel is binding on all the courts of the United States of America until another Supreme Court case says it isn't.
Cooper v. Aaron, 358 U.S. 1 (1958)[1], was a landmark decision of the Supreme Court of the United States, which held that the states are bound by the Court's decisions and must enforce them even if the states disagreed with them.
The sovereignty of course, not subject to law, for it, is the author and source of law: but in our system, while sovereign powers are delegated to agencies of government, courts.Sovereignty itself remains with the People by whom all government exists and acts. *Dowens V. Bidwell 182 US 244 (1901)(2) Chief Justice Fuller with whom concurred Harian, Brewer, and Peckham.
"The very meaning of 'sovereignty' is that the decree of the sovereign makes law." American Banana Co. v. United Fruit Co., 29 S.Ct. 511, 513, 213 U.S. 347, 53 L.Ed. 826, 19 Ann.Cas. 1047.

"Under our system of government upon the individuality and intelligence of the citizen, the state does not claim to control him/her, except as his/her conduct to others, leaving him/her the sole judge as to all that affects himself/herself." -- Mugler v. Kansas 123 U.S. 623, 659-60
HALE v. HENKEL 201 U.S. 43 at 89 (1906) Hale v. Henkel was decided by the United States Supreme Court in 1906. The opinion of the court states: "The "individual" may stand upon "his Constitutional Rights" as a CITIZEN. He is entitled to carry on his "private" business in his own way. "His power to contract is unlimited."
Rights are self-defining, the Sovereign declares what they are. This was promulgated in Lansing v. Smith, in New York: The people of this State, as the successors of its former sovereign, are entitled to all the rights which formerly belonged to the King by his prerogative. Through the medium of their Legislature, they may exercise all the powers which previous to the Revolution could have been exercised either by the King alone or by him in conjunction with his Parliament; subject only to those restrictions which have been imposed by the Constitution of this State or of the U.S.
Lansing v. Smith, 21 D. 89., 4 Wendel 9 (1829) (New York) "D." = Decennial Digest Lansing v. Smith, 4 Wend. 9 (N.Y.) (1829), 21 Am.Dec. 89 10C Const. Law Sec. 298; 18 C Em.Dom. Sec. 3, 228;37 C Nav.Wat. Sec. 219; Nuls Sec. 1`67; 48 C Wharves Sec. 3, 7.NOTE: Am.Dec.=American The decision, Wend. = Wendell (N.Y.)
This NOTICE is from a private non-citizen national pursuant to 8 U.S.C. § 1101(a)(21) under Common Law Jurisdiction. "U.S. adopted common laws of England with the constitution." See Caldwell v. Hill, 178 SE 383 (1934).(22)The term “national of the United States” means (B) a person who, though not a citizen of the United States, owes permanent allegiance to the United States.
Promissory Note : MELMEH _____
The International Promissory Note (IPN) BILLS OF EXCHANGE NEGOTIABLE INSTRUMENT;, 31 USC 3123- and Public Law 73-10, U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS § 3-603. TENDER OF PAYMENT. Chapter 48, 48 Stat.112 of 1933 - Active Laws that Obligates the UNITED STATES, Inc. The government pays all debts, Principal, and Interest, incurred by the American people; Geneva Treaty Convention, Article 75; and United Nations Treaty (UNCITRAL) Supreme Court Rules of Practice Procedures. 12 U.S. Code § 411 - Issuance to reserve banks; nature of obligation; redemption Convention Articles of international law, including International law, the U.C.C. laws, the United States laws, State Constitutional laws,.H.J.R. 192 SEC.43,73RD Congress 1st session. ucc 4-105,12 CRFSEC.392,5103 ,USC 18 part 1,chapter 1,sec 1,sec 8 obligation. ucc 4-105 part 1,12 CFR Sec.229.2,12 CFR Sec. 210.2, Blacks law dictionary 5th Ed.page 133,8 U.S.C. § 1101(a)(21) under Common Law Jurisdiction, See Caldwell v. Hill, 178 SE 383 (1934), Proprio 20130711 July 11,2013 Motu Pontiff Pope FRANCISCUS, Bills of Exchange Act 1882.
TRUST: 1. An equitable or beneficial right or title to land or other property, held for the beneficiary by another person, in whom resides the legal title or ownership, recognized and enforced by courts of chancery. See Goodwin v. McMinn, 193 Pa. 046, 44 Atl. 1094, 74 Am. St. Rep. 703; Beers v. Lyon, 21 Conn. 613; Seymour v. Freer, 8 Wall. 202, 19 L. Ed. 300. An obligation arising out of a confidence reposed in the trustee or representative, who has the legal title to property conveyed to him, that he will faithfully apply the property according to the confidence reposed, or, in other words, according to the wishes of the grantor of the trust. 4 Kent Comm. 304; Willis, Trustees, 2; Beers v. Lyon, 21 Conn. 613; Thornburg v. Buck, 13 Ind. App. 446, 41 N. E. 85. An equitable obligation, either express or Implied, resting upon a person by reason of a confidence reposed in him, to apply or deal with the property for the benefit of some other person, or for the benefit of himself and another or others, according to such confidence. McCreary v. Gewinner, 103 Ga. 528, 29 S. E. 9G0. A holding of property subject to a duty of employing it or applying its proceeds according to directions given by the person from whom it was derived. Munroe v. Crouse. 59 Hun. 248, 12 N. Y. Supp. 815. Law Dictionary: (Black's Law Dictionary)
THE CERTIFICATE OF LIVE BIRTH AND THE CREATED ALL CAPS BUSINESS NAME ARE REG.#872 IS THE PROOF OF MY RIGHTS AND AUTHORITY OVER THE ALL CAPS NAME, I AM SOLE DBA TO CONTRACT OR NOT CONTRACTION IN PUBLIC OR PRIVATE, IN SUPREME LAWS OR TRIBUNALS OF COMMERCE, I AM GOVERNED BY CONSENT ONLY..(see 6)
" Montgomery v state 55 Fla. 97-45S0.879 a. "Inasmuch as every government is an artificial person, an abstraction, and a creature of the mind only, a government can interface only with other artificial persons. The imaginary, having neither actuality nor substance, is foreclosed from creating and attaining parity with the tangible. NO JURISDICTION,NO SUBJECT MATTER,NO MERITS,MY LIFE ,RIGHTS,PROPERTY,

I AM SOLE JUDGE OF WHAT AFFECTS MY LIFE, RIGHTS, PROPERTY in the public /private (see 5,14)
The legal manifestation of this is that no government, as well as any law, agency, aspect, court, etc. can concern itself with anything other than corporate, artificial persons and the contracts between them." S.C.R. 1795, Penhallow v. Doane's Administrators 3 U.S. 54; 1 L.Ed. 57; 3 Dall. 54; and, b. "the contracts between them" involve U.S. citizens, which are deemed as Corporate Entities: c. "Therefore, the U.S. citizens residing in one of the states of the union, are classified as property and franchises of the federal government as an "individual entity", Wheeling Steel Corp. v. Fox, 298 U.S. 193, 80 L.Ed. 1143, 56 S.Ct. 773 Alexander v. Bosworth, 1915. "Party cannot be bound by contract that he has not made or authorized. Free consent is an indispensable element in making valid contracts."
all are contracted and bond AMENDMENT VI: DEBTS, SUPREMACY, OATH,
ENTITY'S IN LAW ARE PERSONALLY CONTRACTED TO PRESERVE THE RESERVED LIFE, RIGHTS, PROPERTY= "LIFE, LIBERTY,PURSUIT OF HAPPINESS" AGAINST ALL TRESPASSES AND INVASIONS IS GUARANTEED TO THE PEOPLE TO BE SECURED.IS THE FIRST INTENT IF ALL OFFICES, AGENTS, SUBDIVISIONS CREATED BY AND FOR THE PEOPLE, ENTITY'S ARE AS PUBLIC SERVANTS/FIDUCIARY'S IN SERVITUDE AND THEREFORE GETS BENEFIT OF OFFICE.(SEE 3)" all government exists and acts."
"an officer may be held liable for damages to any person injured in consequence of a breach of any of the duties connected with his office...The liability for nonfeasance, misfeasance, and for malfeasance in office is in his 'individual', not his official capacity..." 70 Am. Jur. 2nd Sec. 50, VII Civil Liability "Fraud destroys the validity of everything into which it enters," Nudd v. Burrows, 91 U.S 426.
officials and judges are deemed to know the law and sworn to uphold the law; officials and judges cannot claim to act in good faith in willful deprivation of law, they certainly cannot plead ignorance of the law, even the Citizen cannot plead ignorance of the law, the courts have ruled there is no such thing as ignorance of the law, it is ludicrous for learned officials and judges to plead ignorance of the law, therefore, there is no immunity, judicial or otherwise, in matters of rights secured by the Constitution for the United States of America. See Title 42 U.S.C. Sec. 1983. "When lawsuits are brought against federal officials, they must be brought against them in their "individual" capacity, not their official capacity. When federal officials perpetrate constitutional torts, they do so ultra vires (beyond the powers) and lose the shield of immunity." Williamson v. U.S. Department of Agriculture, 815 F.2d. 369, ACLU Foundation v. Barr, 952 F.2d. 457, 293 U.S. App. DC 101, (CA DC 1991). "It is the duty of all officials whether legislative, judicial, executive, administrative, or ministerial to so perform every official act as not to violate constitutional provisions and Scheuer v. Rhodes, 416 U.S. 232, 94 S. Ct. 1683, 1687 (1974) Note: By law, a judge is a state officer. The judge then acts not as a judge, but as a private individual (in his person). When a judge acts as a trespasser of the law when a judge does not follow the law, the Judge loses subject-matter jurisdiction and the judges' orders are not voidable, but VOID, and of no legal force or effect. The U.S. Supreme Court stated that "when a state officer acts under a state law in a manner violative of the Federal Constitution, he comes into conflict with the superior authority of that Constitution, and he is in that case stripped of his official or representative character and is subjected in his person to the consequences of his individual conduct. The State has no power to impart to him any immunity from responsibility to the supreme authority of the United States.
15 U.S. Code § 2 - Monopolizing trade a felony; penalty: Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations, shall be deemed guilty of a felony, and, upon conviction thereof, shall be punished by fine not exceeding $100,000,000 if a corporation, or, if any other person, $1,000,000, or by imprisonment not exceeding 10 years, or by both said punishments, in the discretion of the court. (July 2, 1890, ch. 647, § 2, 26 Stat. 209; July 7, 1955, ch. 281, 69 Stat. 282; Pub. L. 93–528, § 3, Dec. 21, 1974, 88 Stat. 1708; Pub. L. 101–588, § 4(b), Nov. 16, 1990, 104 Stat. 2880; Pub. L. 108–237, title II, § 215(b), June 22, 2004, 118 Stat. 668.) we keep this in a tittle 3 common law court ...not their title 1 court of tribunals we can use the USC as guides for jail times and funds in common laws.

Any such provision contained in any law authorizing obligations to be issued by or under authority of the United States is hereby repealed (FRN), but the repeal of any such provision shall not invalidate any other provision or authority contained in such law. (b) As used in this resolution, the term "obligation " means an obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term" coin or currency " means coin or currency of the United States, including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations.

Section 2. The last sentence of paragraph (1) of subsection (13) of section 43 of the Act entitled "An Act to relieve the existing national economic emergency by increasing agricultural purchasing power, to raise revenue for extraordinary expenses incurred by reason of such emergency, to provide emergency relief with respect to agricultural indebtedness, to provide for the orderly liquidation of joint-stock land banks, and for other purposes ", approved May 12, 1933, is amended to read as follows: "All coins and currencies of the United States (including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations) heretofore or hereafter coined or issued, shall be legal tender for all debts, public and private, public charges, taxes, duties, and dues, except that gold coins, when below the standard weight and limit of tolerance provided by law for the single piece, shall be legal tender only at valuation in proportion to their actual weight." Approved, June 5, 1933, 4.40 p.m.

TENDER: the option to accept financial vehicles, such as checks and postal orders that are not legal tender, for payment of debt. Also known as lawful money. Law Dictionary: (Black's Law Dictionary)

TENDER OF PAYMENT: An offer that is without conditions to pay a debt that is lieu of the actual payment. (the government "shall discharge the debt) (see 26) it is against the law to demand FRN be of lawful money unless it is backed by gold or silver...the FRN is a promissory note, under equal protecting of Law an unincorporated bank can also create promissory notes) the government took the Gold/Silver and must discharge the debt of the people.the one with the gold pays the debts if the People.

“no one in America has been able to lawfully pay a debt”“payment of debt” is now against Congressional and “public policy” and henceforth, “Every obligation … Shall be discharged.”