Appendix 2
WEREX Mortgage Payment Abatement Advisory

Preamble to ***Mortgage Payment Abatement Advisory***

Even before so-called *derivatives*, there is over $1 quadrillion ($1,000,000,000,000,000) of endlessly ***leveraged*** at least quasi-conventional financial assets in the international financial markets, and which is built upon a foundation of broadly-defined **debt-securities -** the largest or *anchor*-portion of which is **mortgage-secured-debt.**

This aggregate foundation-debt is about the USD-equivalent of $250 trillion worldwide, making the overall ratio about 4-to-1. For every $1 of new **anchor**-debt (including mortgage-secured-debt) "**The 1%**" eventually create a new $4 for themselves to ***play-with*** (take a *rake-off* from the movement of it) in the international financial ***markets***.

Oddly enough, or from a certain perspective, for the past forty years the true ***driving-force*** of finance has been the ***rubber-stamp*** **mortgage-*foreclosure* process** in the civil Courts.

The system adopted the ***fast-track*** procedures in the late 1970's and early 1980's officially to ***streamline*** the foreclosure process.

But the more significant consequence was and remains that **virtually no one** other than the people in the business of making money from them **ever actually reads the securities any more**.

Step by step the finance lawyers have added ever-more one-sided terms and conditions that are exceptionally lucrative for the bankers and for themselves, but which are also flagrantly and scandalously criminal.

The direct frauds against the nominal-borrower remain overwhelming, but the largest portion of the criminal provisions are to facilitate the banks' ability to *leverage* the securities in the financial markets.

Their *de facto* reasoning, here, is that the nominal-borrower cannot tell the difference and isn't going to read the security anyway, so what difference does it make that the mortgage is full of technically criminal provisions.

So how do they deal with the fact of it? How do they transfer the criminal-law liability from the bankers and lawyers who create the securities, to the (pre-qualified) nominal-borrowers who sign and issue them and thereby underwrite the financial liability? How do they ensure that the nominal-borrowers cannot later deny their awareness of the illegality of terms that most don't even read, let alone understand?

They add general ***disclaimers*** that expressly state that **the parties agree to disregard and simply don't care about the criminal law** or the international racketeering / money-laundering treaties (or any laws at all):

> **NOTWITHSTANDING the provisions of any Statute** [any lawful Act of Parliament, including the criminal law] relating to the rate of interest payable by debtors **this contract** [and security] **shall remain in full force and effect** whatever the rate of interest received or demanded by [the Bank].

But that is the same as illegal-drug-dealers drawing up contracts that say that the parties agree to disregard the Narcotics Act and the criminal law.

It's completely insane. And it's completely illegal and contrary to the most basic and centuries-old principle of contracts:

> …**[A]ny contract stipulating whether directly or indirectly that the question of fraud** [against the criminal law] **shall not be raised, is against public policy and therefore void**. (*The Manufacturers Life Insurance Company v. Anctil* [1897] S.C.C. Vol. XXVIII p. 122)

Under the law, there isn't a nominal mortgage in the world that is worth the proverbial paper that it is printed on - they are all saturated with criminal-law violations, but nothing is being done about it - the *status quo* persists - because **the lawyers and the judges (mostly former-bank-lawyers) are legally and financially co-liable for the resulting losses / collapse of the pyramid / Ponzi scheme**.

> Very simply, **a solicitor who practices commercial law is responsible**, if he undertakes to draft a promissory note [or any financial security], to see to it that it expresses the interest rate [or any material provision] in a form that is enforceable [*i.e.*, and most certainly **not criminal**]. Ontario Court of Appeal - *Elcano Acceptance Ltd. v. Richmond, Richmond, Stambler & Mills*; 1991, 68 O.R. (2d) 165.

That is on the financial-liability side. On the criminal-law liability side the underlying justification and *status quo* is that there is no need for concern because the securities are prepared by the banks' lawyers and solicitors.

But under the criminal-law definition of an **organized-crime / racketeering-law / designated** offence:

> **Commission of offence** – In this section and in sections 467.11 to 467.13, **committing an offence means** being a party to it or [the Bank's solicitors, lawyers, and / or other counsel] **counselling any person** to be a party to it.

If an offence is committed or exists, then the criminal law does not even make a distinction between the bank and its solicitors - they are both equally / jointly criminal and responsible.

They set it up that way so that any judge who recognizes the criminal substance of the banks' contracts, securities, or general practices will automatically bring themselves down, and the whole rest of the legal profession with them. In all material respects here the banks and the legal

profession / BAR / Bar Association are one and the same. It's a massive racketeering-*feedback-loop* that is *oscillating* out of control.

A typical mortgage today has between fourteen (14) and twenty-four (24) *prima facie* domestic criminal-law and international organized-crime / racketeering offences on the face of it.

If you will take the time (about 45 minutes) to read the ***Mortgage Payment Abatement Advisory*** that follows, you will learn (1) how you have been aggressively and systematically defrauded, and (2) why it is illegal (technically aiding and abetting *money-laundering*) for you, with such knowledge, to make any further payments to the bank.

The system is trapped in a circular-reference where the broadly-defined private financial system is robbing us all blind, and the lawyers and judges are protecting them no matter how egregiously wrongful and criminal it gets because the lawyers and judges are co-liable for the consequences. There is no judicial immunity for anything that a judge did as a lawyer or solicitor before being appointed (or elected) a judge.

As the world spirals into the control of fanatics who have been empowered by international treaties that concentrate power to the World Health Organization, the same governments are legally and contractually bound to seize all bank assets globally as proceeds of crime (and in nominal-legal-trust for the aggregate nominal borrowers and / but in equitable-trust for the banks' aggregate deposit-liability-holders).

The people entrusted to enforce the law are comprised of *control-freaks* and *power-junkies* who are selectively recognising their powers under some treaties, while deliberately ignoring their responsibilities under others.

The system is not going to fix itself.

Rights are ***never given*** - they can only be ***claimed*** by the act of ***asserting*** them.

The People's greatest natural advantage is that they have history, law, and reason on their side - and above all - equity.

The *entrenched-money-power* is down to its last line of defence - that the securities do not mean what they say, even though they themselves created them, and then acted upon them as if they did and do mean what they say.

Mortgage Payment Abatement Advisory

Multiple Governments and the Crown Courts have expressly recognised facts and law that establish that all banks worldwide are operating in technical violation of criminal / racketeering law. By law, all nominal payments pursuant to any alleged debt to any broadly-defined financial institution must be held <u>in abeyance</u> as otherwise money-laundering, pending a fully-public inquiry and remedy / equitable resolution.

Minimum and Sufficient Essential and Material Facts

1. Virtually all broadly-defined financial institutions throughout the world are materially interconnected, within the meaning of the criminal law (Criminal Code), by Visa International, MasterCard International, SWIFT and several other nominal *wire-transfer* organizations. If any three or more member-institutions qualify as a criminal organization, then they are all qualified and defined as a criminal organization or as multiple interconnected criminal organizations.

2. Section 347 of the Criminal Code of Canada, enacted / amended in 1981 and providing for a *criminal rate of interest conversion*, is a domestic criminal law statute, an organized-crime / designated offence, and is expressly *enjoined* by and under several independent **international treaties** on *money-laundering*, *racketeering*, and on the *disposition of proceeds of crime*.

3. It was expressly and officially acknowledged before the Senate banking committee in the fall of 1980 that banks would routinely violate the then proposed new criminal law via *loan fees* received as *kick-backs* from the nominal loan proceeds on the day of an advance. The nominal solution adopted was to require the permission of the Attorney-General for a criminal prosecution. But that is absurd and ridiculous on its face, as well as illegal and unconstitutional, and has no effect regardless on the fact of the criminal-law violations that engage the treaties.

4. In 1990 the Supreme Court of Canada attempted to *get around* it, civilly, by ratifying a unanimous decision of the Ontario Court of Appeal that the plaintiff creditor had clearly violated the criminal interest rate law with one of the major private banks as *particepts criminis* (partners-in-crime), but that despite fourteen (14) *prima facie* criminal law and international *racketeering* offences established on the facts of the case, the criminal law **only provides for *severe punishment*** of offenders but does not expressly state: ***Don't do it***, and that therefore although what the parties had done was clearly criminal and racketeering, it is "not fundamentally illegal".

But not only is that also absurd and ridiculous - and *prima facie* evidence of *diminished-capacity* of the judges / former-bank-lawyers - it is irrelevant to the fact of the criminal law violations and to the resulting status of the global banking system as a criminal organization under the international treaties. Anyone who, with knowledge of the situation as described and explained herein, makes a nominal loan-payment to any bank is technically guilty of ***money-laundering.*** By law, any such payment must be held **<u>in abeyance</u>** pending a full investigation and resolution.

There are literally tens of thousands of people in prison worldwide on the basis of even such *technicalities* - and it is a criminal offence of itself for government to fail to prosecute where the crimes are real and the offender is unjustly enriched by it - which appears overwhelmingly to be the case here. What all of these banks are doing is criminal in fact - it is not just a technicality.

Not *money-lenders*

Banks are not what you think they are. They are **not *money-lenders*** - they are ***credit-reinsurers*** and they are ***asset-sinks.*** When you sign and deliver a promissory note and mortgage you are ***underwriting*** and ***advancing real-estate-secured-credit*** to the bank. The bank strips-off the financial and real-estate ***security*** as a ***premium*** for itself, and then returns or ***reinsures*** **unsecured-credit** back to you as an unsecured-deposit-liability / credit that does not cost the bank anything material to produce.

The money / credit for the alleged or pretended *loan* **does not even exist** unless and until you ***underwrite it*** by accepting the liability for it by agreeing that you owe it, normally under the promissory note that is secured by the mortgage.

You then have to add or issue the same amount **again** in the form of a signed check / cheque (drawn on the bank) to the seller of the real estate, who has to ***endorse it*** / ***co-sign it*** and deliver it back to the bank as a ratification of what would otherwise be the recoverable-loss of their property and legal-title to the bank in exchange for an unsecured deposit credit. Then the bank agrees that it owes the principal amount (selling price) to the seller instead of to you.

The nominal mortgage is a combination ***bill of sale*** that transfers all right, title, and interest in the property to the bank, plus an embedded **repurchase option** that allows you to buy the property back from the bank by paying it all of the money required under all of the securities. When a bank ***forecloses*** it is not foreclosing on the house, because it already owns the house. The foreclosure is of the *repurchase option* - sometimes referred to as a *right of redemption.*

The banker arrives at the transaction with metaphoric ***empty pockets***, and leaves with all of the financial securities from the pre-qualified ***lead-underwriter*** / pretended-borrower in one hand, and the legal-title to the real-estate property (and endorsed check) from the seller in the other.

From the nominal bankers' perspective there is only one material reality, and that is that **real equity / secured assets come in**, and only **unsecured liabilities go out**. They are ***asset-sinks*** and they are **unsecured-*liability-kiters***.[1]

But among multiple other criminal law violations, the instant *conversion* or ***flipping*** of the secured-credit by the bank is a violation of the ***criminal-interest-rate*** law under the Criminal Code of Canada. The same goes for any *loan-fees*. Much more on these aspects below.

Wager / Game-of-chance

The bank then ***doubles its accounting-gain and its financial-market-profit-potential again*** by putting the larger transaction into the form of a ***wager*** or ***game-of-chance***. The instant the mortgage is signed and registered or otherwise delivered, the bank legally owns all of the financial securities and all of the real-estate titles, in exchange for:

> [MORTGAGE TERMS Part 2, (p. 13) 8.11] The Borrower agrees that **neither the execution nor registration of this mortgage will oblige the Lender to advance any…money hereunder but the advance of money from time to time will be in the sole discretion of the Lender**.

The combination wagering-and-***ratcheting***-device converts and / or augments the basic *credit-reinsurance business-model* into a ***leveraged-asset-sink*** - or rather a *credit-reinsurance business-model* operating ***on top of*** an *asset-sink*. Also known as ***racketeering***, but more

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[1]The term *kiting* means *to keep* (financial) *paper in the air.*

appropriately described as a **financial-*black-hole*** mechanism that sucks in assets at an exponentially increasing rate until in one final iteration all the assets have been converted or consumed, and the mechanism collapses (from *de facto fuel-starvation*).

The nominal securities are normally further falsified to conceal-by-omission and deny unlawful and illegal ***loan-fee kick-backs*** to the bank, and / or to its financial-solicitors who themselves normally receive a ***kick-back-from-the-kick-back(s)*** equal to 1/3 of the amount by which the registered securities are falsified by undisclosed nominal / pretended *loan-fees* (interest-in-advance (***GAAP-fraud concealment-fees***) payable by unregistered *side-agreement* from the over-stated principal amount of the securities).

Loan-Fees (GAAP-fraud / *Double-counting / Double-dipping* Fees)

> "A man shall not have interest for his money **and a collateral advantage** besides **for the loan of it**…" - *Jennings v. Ward* [1705] 2 Vern. 520, 18 R.C. 365
>
> **Every benefit taken indirectly by a creditor**, for the granting of which no impulsive cause appears **but the money lent**, will be **voided as extorted**. (Principles of equity: Kames, Henry Home, Lord, 1696-1782).
>
> [A] stipulation **capitalising interest** [in advance], **turning it into principal and charging interest upon it**, however formally expressed, **was not allowed to prevail**. [and] A stipulation that [a lender]... should be paid a commission...was always defeated; - *Mainland v. Upjohn*, [1889] Chancery Division [Vol. XLI] 126.

Just taking the nominal *loan-fees* (*double-counting*-fees) in isolation, for at least the past 120 years the balance of humanity has proved unable to protect itself from the multi-faceted fraud in the following ***form*** of terms from a banker or other nominal (pretended) creditor:

> I will loan you $100,000 at 10% per annum, provided that you agree to give me a security claiming and swearing that I have loaned you $120,000 at 8%, plus a $20,000 check directly or indirectly drawn against the falsified / inflated *principal* amount, but by separate side-agreement and not mentioned in, and omitted from, the falsified security.

More generally, "I will loan you a certain amount at a certain rate of interest, provided that you agree to falsify the security to claim and swear that I have loaned you **a greater amount**, and **at a lower rate**, than in fact; plus a ***kick-back*** equal to the difference to *juice* my income as well."

First, while most anyone else can see its obviously criminal and profoundly dangerous substance, bankers, lawyers, and judges have near-pathologically failed to do so. In the western world especially, most judges are former-bank-lawyers (self-styled "commercial, corporate and financial law specialists") who are themselves often directly appointed by former-bank-lawyers / solicitors, most of whom (on both sides) had spent their legal careers falsifying financial securities and making personal fortunes via f*ees* and percentage *kick-backs* for so doing.

As inconceivable as it may seem, for at least the past 120 years no government in the western world appears to have been able to successfully and generally enforce laws requiring securities to state their true and complete terms. They have tried repeatedly to do so, but the bankers and the lawyers always quickly reach a consensus that these civil, accounting, and criminal laws cannot mean what they say - otherwise they would not be able to commit their accounting fraud, while concealing their *rake-offs* and *kick-backs* as part of the inflated "principal" amount. The laws are there, but they are ignored - with the positive *assistance* of the judges who are themselves also guilty of serial-failure to declare their objective and material conflicts of interest.

Above that, it's all about ***leverage leverage leverage***.

Even on a genuine money-lending mortgage, a 5% *bonus* or *loan-fee, for example,* puts (1) an immediate 5%-inflated asset onto the pretended-creditor's balance sheet, plus (2) another instant 5% unearned interest in the pretended-creditor's pocket up-front, and then (3) up to 30-years of more interest upon it, and then (4) *payment-again or re-payment* of the same fee again as pretended *principal*. Just a **5% *loan-fee*** (*double-counting*-fee) can quietly ***leverage*** the total money-cost of a mortgage **by 50%** over 30 years. The bankers then and concurrently *leverage* and *re-leverage* their gains from it in the domestic and international *financial* / *racketeering* / *laundering* markets in a seemingly endless cycle of ***wash - rinse - repeat***.

And here again, what makes it especially insidious and systemically dangerous is that it is not possible to tell from the face of a security whether or by how much it has been so ***front-loaded*** and *falsified*. Pretended creditors virtually always stipulate that the *loan-fee front-loading* be executed or completed via rebates and *kick-backs* under unregistered side-agreements.

Any randomly selected registered debt-security in the *real world* today will be virtually-always materially overstated, and routinely 50% or more complete fiction, as for example a $100,000 loan at 10% being falsified and *passed-off* / registered as a $200,000 loan at 5% (*i.e.*, and even if it were a true money-lending transaction).

There is now more than a **quadrillion dollars** ($1,000,000,000,000,000) of alleged financial assets being traded in the so-called global financial markets, and it is all founded-upon and ***leveraged*** and ***re-leveraged*** against an egregiously-falsified **foundation-portfolio** of registered debt-securities worldwide that are ever more approaching ***pure fiction in equity,*** and where virtually all of them are ***false documents*** and ***forgeries-in-law***. And even that is obtained by the fraud and false pretence of ***passing-off*** credit-reinsurance as money-lending.

A typical mortgage has up to **four-levels or *layers* of *leveraged-double-counting***.

It's all fraud - and it's all criminal - all the time - that's why we can't normally perceive it.

In total, a typical registered mortgage transaction throughout most of the ***first world*** will involve from 14 to 24 domestic criminal-law and international-racketeering-law violations (See Appendix 1). Most of these are systemically-avoided (never questioned) or *side-stepped* by the pretence that they are long-standing ***business-customs*** (even though they don't meet even the most basic test of same), but Canada's ***criminal-interest-rate*** law of 1981 is special because it is relatively recent and was then ratified by most other nations and ***enjoined*** as an ***anti-money-laundering*** and ***anti-racketeering law*** under several major international treaties to which Canada is a *Contracting State Party* (*e.g., UN Convention on / againstTransnational Organized Crime*).

Even more significantly, it was conceded and acknowledged before the Senate banking committee in late 1980 that banks would routinely violate the then proposed new criminal-rate-of-conversion law by receiving / converting nominal *loan-fees* in advance, or as *kick-backs* from the proceeds of newly created (reinsured) credit. The nominal remedy or solution adopted was to make criminal prosecutions subject to the permission of the Attorney-General in what was at best ***near-inconceivable*** **ignorance** that such selective-non-prosecution (*administrative-apartheid*) is itself unlawful, illegal and unconstitutional, and regardless does not cure or negate the fact of the criminal offence.

It is still *malum in se* or *evil / wrongful-of-itself*, it is still contrary to the legally binding accounting laws (GAAP), it is still a massively-important (*national-security-level*) financial-crime, it is still criminal under the domestic criminal law, it is still a designated *organized-crime / racketeering* offence, and it is still enjoined as a racketeering and *money-laundering* offence under multiple international treaties to which Canada is a *Contracting State Party*.

The reason the banking-committee members jumped at the ridiculously bogus solution of selective-non-prosecution was because no one wanted to deal with the fact that capitalizing interest in advance or via *kick-backs* was / is already illegal under the Bank Act and GAAP and IFRS (International Financial Reporting Standards) and that all they were really doing was adding one more criminal offence and law that the bankers had no intention of obeying anyway.

All told it means that the entire financial world is thereby technically and actually criminal - and which it is anyway under most if not all domestic criminal law in the respective host countries.

The seemingly special circumstances in Canada merely exposed and confirmed the overwhelming criminal and racketeering substance of private bank practices more or less worldwide.

To account for both the direct offences and the *collateral* criminal-law / racketeering-law violations (*e.g., **conversion / money-laundering***), the bankers and their solicitors add the following typical forms of declarations and purported ***universal or blanket-disclaimers***[2] to the nominal securities and mortgages that they obtain and ***convert*** by criminal means:

> **NOTWITHSTANDING the provisions of any Statute** [any lawful Act of Parliament, including the criminal law] relating to the rate of interest payable by debtors **this contract** [and security] **shall remain in full force and effect** whatever the rate of interest received or demanded by [the Bank].

and

> 4.3 **If the Interest Rate stipulated herein** [7.75%] **would**, except for this clause, **be a criminal rate** or void for uncertainty **or unenforceable for any** other **reason**, **then the interest rate chargeable on the credit** advanced or **secured by this mortgage will be ONE (1.00%) percent per annum less than the rate which would be a criminal interest rate** calculated in accordance with generally accepted actuarial practices and principles [*i.e.*, 60% - 1% = **59% per annum**].

In addition to being flagrantly and scandalously illegal of themselves, both declarations (and all others like them) constitute a ***deposing*** of the Parliament / Crown in Right of Canada (technically / legally an act of ***capital insurrection* and *insubordination*** (and ***sedition***) under *Criminal* and *Martial Law;* ***mutiny*** under *Admiralty / Commercial Law;* and *prima facie* evidence of ***racketeering*** under the Criminal Code and International anti-organized-crime treaties)).

One ***arm*** of the ***Crown*** provides that (in material part, emphasis added):

> 347. (1) **Notwithstanding any Act of Parliament, every one who**
>
> **(a) enters into an agreement or arrangement to receive interest at a criminal rate, or**
>
> **(b) receives a payment or partial payment of interest at a criminal rate,**
>
> **is guilty of**
>
> **(c) an indictable offence and liable to imprisonment for a term not exceeding five years**,

While the solicitors for the banks directly overrule such lawful authority and provide that if the pretended-borrower even dares to raise the issue of the illegality of it, then the mortgage provides, ***in terrorem***, that the rate of interest **will be increased by a factor of nearly 8-times**:

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[2] Both example / sample declarations are from standard SUN LIFE FINANCIAL securities.

> **If the Interest Rate stipulated herein** [7.75%] **would**,… **be…unenforceable for any** … **reason**….**then the interest rate chargeable on the credit** … **secured by this mortgage will be** [*i.e.*, 60% - 1% = **59% per annum**] [*i.e.*, So keep your *bleeping mouth shut*!].

And where:

> The principle of law is clear. **The courts, which exercise the judicial power of the Crown, will not enforce a contract that Parliament, which exercises the legislative power of the Crown, has made unlawful**. In the words of Lord Mansfield in Holman v. Johnson [1775]:
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> > "The principle of public policy is this: Ex dolo malo non oritur actio. **No court will lend its aid to a man who founds his cause of action upon an** immoral or **illegal act**."[3]

The result is *prima facie* a material conflict regarding lawful authority in Canada. Parliament and the criminal law say it is one thing - and the bankers and their lawyers / co-conspirators say - "Screw that - we own government and we own the Courts - We'll let you know what is criminal. *Everybody knows* that criminal only applies to *the little people* - it does not apply to us."

These forms of ***NOTWITHSTANDING any statute*** declarations and the "**for any… reason**" (*pirate-flag*) provisions were introduced about the mid-1990's and which ***disclaimers*** and provisions the bankers and their lawyers are now attempting to fraudulently ***pass-off*** as themselves ***longstanding business customs*** (which is absurd and ridiculous but they are doing it anyway - they are in so deep now that they don't have any choice).

The owners and management of the financial institutions, via their BAR Association solicitors, have provided and declared unequivocally that **they are not bound, and *will not be* bound, by the criminal law nor by any other lawful enactment of Parliament, nor by Canada's international treaty obligations**, and the Crown and the Registrar as Crown Agent accepted and approved and / or acquiesced to those declarations, and the Crown Court(s) then (and illegally) declined / refused to object even when it was specifically brought to the attention of its (former-bank-lawyer) judges, and as was then ratified by the (former-bank-lawyer) judges of its Appellate Courts.

These declarations and other criminal provisions have become standard in the nominal financial securities by which productive Canadians (and most of the rest of the world) are defrauded-in-fact of their equity and productive-capacity by criminal means, and made *de facto* subservient to an entrenched-money-power operating in flagrant violation of equity and of the criminal law (and constructively and actually ***aided and abetted*** by the Courts / judges operating in ***criminal dereliction of duty*** and ***in violation of their oaths of office*** **(assuming they even have one)**).

The functional structure of virtually all nominal mortgages is to provide some form of ***double-counting*** so that the bank does not have to pay-back or otherwise account to the lead-underwriter (pretended-borrower) for the secured-credit that the bank first obtains from them.

Once the bankers and the finance-solicitors realized they were actually getting-away with it, they went ***personal-bonus***-***check***-*crazy* and started double-counting, triple-counting, and even *quadruple-counting* by ***double-counting-double-counting***.

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[3] *Snell v. Unity Finance*, Court of Appeal, [1963] 3 All E.R., pp. 50-61, at p. 59. Although it should be noted that the Court / judge should have used the word "illegal" and not "unlawful". Things that are unlawful are wrongful with or without a law against them, and so cannot be *made unlawful* by Parliament. A big part of the larger problem is that there is something about the legal profession that accommodates misuse of specialized terminology to an extent that would not be tolerated in any other profession.

Beginning in the 1980's, the ***players*** in the ***market*** effectively agreed that the bankers could engage in the near-unlimited and illegal and criminal creation (reinsurance) of new money / credit, as long as it was (1) **ultimately channelled predominantly to "*The 1%"*** (so as to limit general consumer price inflation)*,* and provided that (2) **the financial solicitors who falsified (and traffic in) the securities for them got their proportional *kick-backs* and *rake-offs***.

***Fictitious* or *illusory* consideration**

A standard Bank of Montreal mortgage states for example:

> 2 (1) **In return for the Lender's agreeing to lend** the Principal Amount to the Borrower [The ***bait***], **the Borrower grants and mortgages the Land to the Lender as security for payment of the Mortgage Money [**a separately defined unconditional amount (*i.e*., different-from / greater-than the named Principal Amount) regardless of any subsequent actual advance (reinsurance)**]** and the fulfillment of all the Borrower's other promises and agreements as set out in This Mortgage until the Borrower has performed all the Borrower's obligations under This Mortgage.

The mortgage is designed so that the lead-underwriter agrees to ***pay twice*** - once for the (pretended) **loan**, and once again for the bank's ***agreement to make*** the (pretended) loan.

The bank *contractually* obtains the secured-credit in exchange for its ***bare agreement*** to ***reinsure*** and return the same or a lesser amount as unsecured credit and ***strips-off*** all of the nominal ***security*** as a ***premium*** for itself.

But that still leaves the bank with its *equitable* liability to the lead-underwriter for the secured-credit, and which it *disposes-of* or ***charges-off*** by putting its liability into the form of a *wager* or ***game-of-chance*** (and which also gives it more ***leverage*** in the markets)***.*** The clause continues:

[and / but]

> (14) Whether or not:
>
> (c) the Lender has advanced to the Borrower part of the Principal Amount, **the Lender does not have to advance the Principal Amount** or the rest or any further part of the Principal Amount to the Borrower **unless the Lender wants to**. [The ***switch***]

Reduced to its essential elements:

> **In return for the Lender's agreeing to lend the Principal Amount**… **the Lender does not have to advance the Principal Amount** ….

Even if you have difficulty grasping the totality of the fraud against equity and against the accounting laws, the criminal-law-offence of ***bait-and-switch*** is plain and obvious once it has been pointed out. And the ***wager*** or ***game-of-chance*** so-defined is ***racketeering*** by definition.

All that matters under the criminal law is that the bank is required to first receive something of value to the bank from the pretended-borrower (*e.g*., the mortgage, its registration *per se*, promissory-note, loan-fees, application-fees, *etc*.) in exchange for no binding obligation of the bank to return anything at all.

Using a nominal or pretended $500,000 loan as an example, what is literally the ***bottom-line*** is that it is your ***pre-qualified*** **productive capacity** that is ***hypothecated*** / **pledged** and which creates and injects a brand-new $500,000 into the broadly-defined economy and money-supply by your **pre-qualified** (and real-estate-secured) act of assuming and underwriting the liability and for its future re-payment (payment-again, plus interest) - but under this system the ***equity-credit*** or ***underwriting*-credit** for that $500,000 is gratuitously transferred and conveyed to the

private bank under a ***bait-and-switch***. (And which becomes the *pro rata seed-money* for the $1 quadrillion-plus ($1,000,000,000,000,000) in leveraged assets in the financial markets).

A ***money-lender*** who makes a $500,000 ***loan*** would walk away from the transaction $500,000 ***poorer***, because now the borrower has it, and the lender does not. But under this credit-reinsurance / bait-and-switch-based business-model / system the banker walks away from the same transaction a minimum of **$1 million *richer*.**

He arrives at the transaction with metaphoric ***empty-pockets***, and leaves with the lead-underwriter owing him $500,000 ***now*** under the promissory note, **plus another** $500,000 due on the maturity-date, plus more interest in the meantime, plus the legal-title to the $500,000 property, plus a purchaser-issued / signed and seller-endorsed $500,000 check from the seller,[4] all in exchange for or *balanced* by his **bare agreement** that he owes the seller $500,000 via an unsecured deposit-credit that does not cost the banker anything material to produce. At close of business on the day of the deal, the bank is a gross $2 million richer than at the open of business, and a net $1.5 million richer than before it allegedly made the $500,000 loan.

Put another way, your pre-qualified and real-estate-secured agreement and obligation to pay an aggregate $1 million (principal plus interest) **in the future** creates a **new** $500,000 **now**, while the banker pretends and represents that the bank has provided that new-in-fact $500,000 as the bank's own pre-existing money / equity. The scope and scale of the fraud is so audacious as to be near inconceivable.

Here again, the nominal mortgage is a ***multi-combination-instrument*** comprised of an absolute and unconditional / gratuitous assumption of liability by the lead-underwriter, plus an absolute and unconditional transfer and conveyance of all right, title, and interest in the property to the bank (a *de facto bill of sale*), plus an embedded ***repurchase-option*** giving the lead-underwriter the right to buy the property back from the bank by paying the bank all of the money required to be paid to it under all of the nominal securities, and by doing everything else required of them under the mortgage such as paying the ongoing **property-taxes** and **fire-insurance premiums** on the bank's newly-acquired property.

So what is the ***wild-card*** in all this? What is it that people do not realize that makes it all work?

Most people do not suspect that something this foundational and egregiously inequitable and criminal (and *flat-out-wrongful*) is possible because it is so obviously and objectively unlawful and illegal and they believe that **the lawyers and judges would therefore never allow for it**. It is their jobs to adhere to and enforce the law and to make sure that this kind of thing doesn't happen - at least in theory.

In practice, however, the socio-financial and socio-economic *wild-card* is that the bankers and the lawyers are ***particeps criminis*** (*partners-in-crime*) in both law and equity. Both in theory and in practice - and by their own admission(s) of fact and law.

Pretended-banking / credit-reinsurance-in-fact is a ***double-reverse-double-whammy*** fraudulent device under which the bankers first *qualify both your income and the real-estate-value*, and then they **obtain credit *from* you**, while fraudulently inducing you to believe that they have **advanced (net) credit *to* you**.

Likewise the legal-control-system is a ***double-reverse-double-whammy*** fraudulent device under which you are deceived into letting your ***cognitive-guard-down*** by assuming that the

[4] The purchaser-signed and seller-endorsed check / cheque has the same value to the bank as a 2nd promissory note.

lawyers **are vetting the transaction to protect you,** when they are in fact **setting-you-up** and **selling-you-out** to the bankers in exchange for percentage-***kick-backs and rake-offs from the falsified securities***.

The fraud and forgery has all been ***normalized***. You can't see it because it is ***in your face*** and everywhere.

If the bankers were to apply the same technique to deposits, then you would obtain a minimum $1 million deposit credit for a $500,000 deposit. **Once for the $500,000 deposit**, **and** another $500,000 for your bare **agreement to make** the deposit. The fact that they do not do so is *prima facie* sufficient proof in criminal-law jurisdiction that the bankers know and appreciate the fraudulent substance of the same technique applied to pretended-loans.

The approximate *other-half* of mortgages employ the direct ***false receipt*** technique. If the bankers and their solicitors were to employ exactly the same device every time, then people might inadvertently clue-in to what is going on. So they *mix-it-up* just enough to prevent that.

False receipts

As per the foregoing, in 98%-plus of all pretended credit / lending transactions, the bank does not bring any pre-existing money or credit to the transaction, but instead itself obtains (and then *reinsures*) the credit directly from the pre-qualified nominal or pretended-borrower (pre-qualified *lead-underwriter* and equity-creditor-in-fact).

Every such mortgage employs at least one of three primary criminal techniques. Here is a brief explanation of the direct ***false-receipt*** technique (from *The Normalization of Fraud and Forgery*) which for most people is the easiest to appreciate even without an appreciation of *high finance*:

Assume for the sake of exposition and argument that you are at home and you notice that a new neighbour is moving into one of the houses in your close-by neighbourhood. But for whatever reason, you really don't like the looks of them, and you get a bad feeling that they might be a child molester.

Now assume that I suggest to you that we go to a lawyer's office where you can swear an Affidavit under oath that you witnessed your new neighbour commit an act of child molestation, and that we then give the Affidavit to the lawyer to hold just in case it should later actually happen. Would you do it?

No, of course not, because ***the act of bearing false witness*** is a wrongful act of itself and your ***felony crime*** would be complete the instant you swear the false Affidavit and regardless of whether the one against whom you have borne false witness later does anything wrong.

Now let's take it to the other extreme by assuming that, instead, you really like the looks of your new neighbour and you get the impression that they are so virtuous that they would even risk their own life to save a child who might fall into the nearby river.

I therefore suggest that we go and see a lawyer where you can swear under oath that you witnessed your new neighbour rescue a child from the river – and again give it to the lawyer to hold just in case it should later actually happen. Here again, would you do it?

Well, here again, obviously not. ***Bearing false witness*** either for or against anyone or anything, or to any event, is an objective wrongful act and criminal offence in and of itself, any competent

lawyer or judge knows it, and any lawyer who went along with it with knowledge would be disbarred and prosecuted themselves.

It does not matter whether the thing falsely sworn to is negative, neutral, or virtuous – or what you do with the false attestation after your swear it.

It ***is***, however, in law a more and especially wrongful (*aggravated*) act or ***compounded felony*** to bear false witness to a wrongful act than to a neutral or virtuous act.

Either way, by what *perversion of reason* would any *legal-professional* ever conclude that it is acceptable for them to advise or solicit you to falsely swear under oath that you witnessed someone pay money to someone else (or to yourself) when both you and the lawyer know that it isn't true? Are they taught in law school that they **must never suborn perjury** from a client - **except if there is a lot of money involved!**? - or **only if there's a sufficient *kick-back*?**

Trafficking in false receipts

The first thing that a nominal / pretended creditor normally requires (when not using the fictitious or illusory consideration technique), directly or indirectly, in the alleged or pretended making of a mortgage *loan*, is that the nominal / pretended-borrower swear under oath and penalty of perjury that the bank / nominal / pretended-creditor has paid them a specified sum or amount of money (**has paid them the named Principal Amount**) when in fact it has not.

As for example:

> **In consideration of** the Principal Amount of lawful money of Canada, **now paid** by the Mortgagee [Bank / Creditor] to the Mortgagor [Borrower / Debtor], **the receipt whereof is hereby acknowledged**, the Mortgagor **doth grant and mortgage** unto the Mortgagee, its successors and assigns **forever**, ALL AND SINGULAR **the Lands** subject only to the Permitted Encumbrances.
>
> [where (by clause 1 (xiv))] ""Principal Amount" means the **principal amount** described in PART 1 of this mortgage [*i.e.*, **$2,100,000.00**].").

As and when the writings / securities were signed, witnessed, sworn under oath and notarized, and delivered / registered (*executed*), the payment and receipt clauses were objectively and verifiably and categorically false. The bank had paid in fact no money (nor even assumed any liability), lawful or otherwise, to anyone, it did not concurrently do so, and it was expressly under no obligation to do so in the future (under another provision of the nominal mortgage).

Stop. There.

The entire purported socio-financial-control system (bankers, lawyers, and judges) will likely go into **panic-*damage-control*-mode** to insist hysterically that that does not matter. But it absolutely does – both in law and in equity, and both in theory and in fact / practice.

First, several felony-crime and racketeering offences by the banker and the solicitor are complete the instant they induce the other party to falsely swear the false-document / forgery-in-law.

Second, in financial terms also, the falsified receipt / security ***is the credit / money*** itself (or a direct conversion or ratification thereof) and the bank (management and owners) really does recognize and record its registration and / or the bank's receipt and possession of it as a commensurate increase in the bank's own cash-equivalent money assets (and as credit

received by the bank from the issuer of the security). And the subsequent bare delivery or registration of it (after swearing / signing) is an independent act of conversion / money-laundering regardless.

That is why (as an ultimate *failsafe*) it has to be sworn under oath and penalty of perjury (otherwise, and among other things, management of any bank in the system could arbitrarily claim to have loaned $100 trillion ($100,000,000,000,000) or whatever is necessary to an accomplice to take-over or buy-up all of the other *players*.)

And if and when there is a nominal default, the bankers have an employee of the bank swear an affidavit under oath that the bank's foreclosure claim is directly based on the bank having loaned the named principal amount (made an equity investment) to the issuer of the security and that their sworn belief is expressly based on the (false) payment and receipt clauses in the registered mortgage.

That is why the global foreclosure process is essentially a ***rubber-stamp*** process by the civil courts that almost never make any meaningful inquiry into the real transaction. (The employee cannot base their sworn belief on the bank's records because if they were to check they would normally discover that the bank had made no such payment and that the sworn security is false – so instead they swear that ***they believe*** that the bank made an equity investment and payment to the nominal / pretended borrower **because the mortgage says so** – it may seem a fine point but the lawyers know what they are doing, or at least the object to be achieved).[5]

As and when the security is executed, the falsification is, among other things, in anticipation by the bank's lawyers of committing (if it becomes necessary) a subsequent fraud-upon-the-Court (and notwithstanding that the Court / judges do not object to being so deceived).

But again, it is regardless a fraud to ***bear false witness*** to *any* act of another (and / or yourself), but it is an *aggravated* or *compounded felony* to bear false witness to the **wrongful** act of another, and committing an **act of debt** by receiving a loan is a wrongful-act-in-law that directly affects the legal and equitable rights of the party to whom the false witness has been so borne.

At one point such a false witnessing and swearing under oath would have been sufficient to put someone (the alleged debtor) into *debtors' prison* as a constructive felon. Today it *strips* the real or equitable creditor (lead-underwriter / pretended-borrower) of their legal and equitable rights as lead-creditor-in-fact, **and** it puts a falsified money-asset (a forgery / false-document) onto the bank's balance sheet.

In this particular case, the owner of the corporate entity issuing the mortgage was an actual and constructive trustee / officer of the corporation (as its sole director and shareholder). The banker said in essence: "As a condition of obtaining the bare chance of receiving the (pretended) loan we require you to first commit an ***act of libel*** against your corporate *person* / entity by swearing under oath and penalty of perjury that you **witnessed** that person / corporate entity commit **an act of debt** by receiving a $2.1 million loan from the bank. Technically we are ***asset-stripping*** your corporate entity and obtaining all of its assets by criminal means, and so we need you to first also commit a *strict-liability* criminal offence – to make us technically *particepts criminis* (***partners-in-crime***) – so that you cannot sue us in equity if you later discover our fraud-in-fact or fraud(s)-in-law, and so that we don't have to carry that possibility as a contingency on our accounting books (or disclose it to others when we *leverage* it in the financial markets)":

---

[5]Note the absurdity of a bank foreclosing on a mortgage based on its claim that the nominal borrower has failed to pay the principal amount to the bank as required under the mortgage, while concurrently arguing that the false statement swearing that the bank had paid the principal amount to the nominal borrower is irrelevant.

> ***particeps criminis*** … 2. The doctrine that one participant in an unlawful activity cannot recover in a civil action against another participant in the activity. (Black's Law Dictionary (1999) (7th ed.))

"Also, please disregard the fact that the solicitor is ***suborning perjury*** from you. Do you want the (pretended) loan or don't you? If you do, then raise your right hand, swear, and sign here. If you don't, then *there is the door*. And please initial here that you agree that we have not employed any form of coercion."

The reason pretended-banking (credit-reinsurance-in-fact) is such an obscenely profitable business is because that falsified receipt (or otherwise false-document) is the only thing the bank / banker / *asset-sink* ever contributes to the alleged transaction.

Deposits Practice and *estoppel*

As an additional quick and obvious test here too, tell the same banker that you want to make a $2.1 million ***deposit*** and that all you need from the bank is a sworn and notarized receipt (and negotiable / registered security!!!) from it claiming / swearing that you have already made the deposit. The banker will seriously call the police and have you arrested (along with any employee of the bank who might otherwise attempt to comply with your request – this isn't *bleeping rocket science*).

The ***other half*** of the nominal banking system is obsessed with, and essentially defined by, electronic, computerized, and human-operated systems and sub-systems designed around **one central purpose** – and that is to make it impossible in practice for anyone to obtain and / or act upon a receipt for money **paid to** a bank or banker **before it has been paid in fact**.

The (pretended) bankers cannot (because of what is called *estoppel*) maintain such extensive systems designed to ensure that they never give receipts for money before they actually receive it, while concurrently claiming that they do not understand the substance or *gravitas* of their own wrongful (and *prima facie* criminal) acts of soliciting, obtaining, converting, and trafficking in such objective forgeries and falsified securities.

Estoppel is the same principle that legally prevents you from later claiming that the bank did not loan you any money as a defence in a foreclosure action – the bank directly relies on the false receipt under the sworn security (and as *ratified* by the affidavit of its own employee) to *estop* you from going there at all.

Nor can a *false document* or security be converted into a genuine document by putting it into what is called ***escrow***. If a document is false as and when it is created / executed (which is also the **only time** at which the truth of falsity of it can be definitively determined), then it forever remains a false document. If a purported *Picasso painting* is a forgery-in-fact, then it cannot be converted into a genuine *Picasso* by putting it into escrow:

> In *R. v. Lemire*, [1965] S.C.R. 174, this Court held that **the accused's belief that his actions would subsequently be ratified afforded no defence**. …., Martland J. (for the majority [of the Supreme Court of Canada]) held, at p. 193:
>
> > In other words, [the position of the accused is that] there is no intent to defraud within the requirement of s. 323(1) [now s. 380(1) (fraud)] if the accused person, while deliberately committing an act which is clearly fraudulent, expects that that which he is

> doing may, at a later date, be validated. To me **the very statement of this proposition establishes its error in law**.

The accused had been properly convicted of fraud for issuing / submitting (converting) false receipts for payments that he had not made in fact (and even though he may have genuinely believed that his falsifications would be subsequently nominally validated).

Conditional v. unconditional promise

Another way to see the same fraud (or another aspect of it) is that as and when the pretended-borrower signs and delivers the security, they often have neither the capacity nor intent to honour / service the security unless the bank later delivers / returns (reinsures) the reinsured credit to them. But if the security were to say so, then it would be obvious that it is a ***conditional*** promise to pay by its issuer, and **not** an ***unconditional*** promise to pay, and the bank would be unable to employ the security as its source of funds for the alleged loan (reinsurance) proceeds (*i.e.*, to ultimately support its unsecured liability to the Seller / Vendor).

The false receipt for proceeds already paid is a falsification of the security that gives it the ***false and fraudulent appearance of an unconditional promise to pay*** (it is also a ***naked-debt-instrument-in-fact*** falsely claiming itself to be a **pre-funded equity-instrument**). The bankers and their solicitors are not just defrauding the lead-underwriter (pretended-borrower) but are simultaneously committing and / or anticipating a large number of frauds in and against the financial markets (also *tax* fraud*, regulatory-capital* fraud, and *subordinated-creditor* fraud).

In the minds of the bankers and the financial solicitors, one fraud ***cancels out*** or ***balances-off*** the other, while under the criminal law the second fraud (and all the others) is a ***compounding*** of the felony.

But it is also a psychiatric-phenomenon. On some level virtually every *industry* witness to appear before the Senate banking committee (in 1980) knew that the underlying process of nominal banking is fraudulent, and that this *modus operandi* of playing one fraud off against another, only works in the civil / contract-law realm. Among the most crucial aspects of the money-power-control-system is to keep the criminal and civil entirely separate because there are radically different rules that follow from the fact-of-it.

But even though they were in effect *walking themselves into a criminal-law-massacre* by amending the criminal code to recognise and provide for a criminal rate of interest conversion, in five half-day sessions over three months of hearings the most prescient caution was given by former federal Justice Minister Flynn:

> **Senator Barrow**: Surely the choice of the words "criminal rate" is unfortunate here, is it not?
>
> **Mr. Gibson**: I think the choice of the words "criminal rate" was most definite. It was to definitely indicate that this was seen as a crime, not as something that was simply unfair or inequitable, **but something definitely criminal**.
>
> Having made those remarks, senator, might I ask what words you would suggest be put in their place?
>
> **Senator Barrow**: I don't have any.
>
> **Senator Flynn**: I know that this provision was submitted to me when I was Minister of Justice and I had a very strong reaction to it. I have not been able to swallow this [criminal-law] solution as yet.

> I do not say that we should do nothing, but to me **this** [criminal-law] **route appears full of dangers**. (SSCBTC transcripts; 4-12-1980, 28:31)

Full of dangers indeed.

The bankers globally are committing very real and very massive financial frauds in the domestic and international financial markets by ***leveraging*** and ***trafficking*** in falsified securities where the issuers and underwriters of them have been fraudulently induced into issuing false receipts in favour of the perpetrators by a ***tag-team*** combination of the bankers and their financial solicitors.

Perhaps more critically in terms of functional or practical purpose, the false payment and receipt clauses conceal and deny (and / or *obfuscate*) the fact that the bank is the ***lead-debtor*** in equity as gratuitous beneficiary of the lead-underwriters' equitable undertaking of the liability. It is to hide and deny the fact that the bank is only ***reinsuring*** the secured-credit that the bank first obtains and receives from the pre-qualified pretended-borrower.

Ignoring, for the moment, (in respect of this particular case / example) the $46,000 of nominal (and *up-front*) *loan fees* (*application* / *entry-fees*) and *collateral securities* (and the embedded *disclaimers*) (and the securities falsification to conceal it, and the wagering-format), a complete and accurate statement of the consideration to be provided and exchanged ***would have been*** as follows:

> In consideration of (the lead-underwriter) ***first*** agreeing that they owe a ***real-estate-secured*** $2.1 million to (the bank), (the bank) will ***then*** agree that it owes an ***unsecured*** $2.1 million to (the lead-underwriter).

That is a very different transaction from a loan of money – in fact it is the conceptual / ***mirror-image*** opposite. A loan of money would immediately ***cost*** the bank $2.1 million, while a credit-reinsurance transaction immediately ***gains*** the bank (a minimum) $2.1 million – and with a $4.2 million difference or ***swing*** in favour of the bank. That is how and why the private banks (*asset-sinks*) globally have come to own everything while producing nothing.

The total ***take*** by the banks / bankers (or rather **the people who own and operate them**) from the past fifty years of and under this system (1970 - 2020) - just from the working-masses (*i.e*, not yet considering the leveraged $1 quadrillion-plus in the international markets) - had more or less just broken through the half-quadrillion mark or $500 trillion ($500,000,000,000,000) of unconditional financial assets plus real assets (real-estate, buildings, machine-tools, factories, ships, cars, trucks, railroads, aircraft, road-systems, ports, airports, power-plants, satellites, and other general infrastructure, *etc. etc.*) and was on the verge of its inevitable exposure and collapse (from becoming too *top-heavy*) when the entrenched-money-power was ***suddenly rescued*** by the global ***Coronavirus pandemic*** - regardless of whether it is a false-pretence or a true-pretence.

For a number of reasons, the resulting worldwide near shutdown of business activity is highly unlikely to have been otherwise than by pre-planned design.

The bankers and their financial-solicitors (and the people who own them) are masters at ***misdirection***. One purpose of the Coronavirus is to support a claim of ***force majeure*** or an ***Act of God*** to avoid all of their ***kited*** liabilities by which they have acquired all of their assets.

But in light of all of the easily provable facts and physical evidence, they are both in fact and in law ***absconding debtors*** who are attempting to avoid and evade their lawful debts by feigning mental illness.

In 1980 the Government of Canada officially noted and acknowledged that private financial institutions would routinely violate the new criminal, racketeering, and international money-laundering law and chose to deal with it by providing for an ***administrative-apartheid*** provision that says in effect - "We will **put *the little people* into jail** for this and **seize and confiscate all of their property** - but we will ***look the other way*** when the same crime is committed by our friends among the ***entrenched-money-power who use it to systematically steal the Earth".***

> **Senator Buckwold**: Then looking at the reverse aspect, the bank, theoretically, could be prosecuted for charging a criminal rate of interest for a standby [loan] fee [for converting loan fees (assets) in advance or as a kick-back at an infinite (or astronomical) rate of conversion)]
>
> **Mr. Paul-Emile Wong, Consumer Research Branch, Department of Consumer and Corporate Affairs:** …theoretically, yes. That is one of the reasons this [soon to be new] section [of the Criminal Code] is unusual, in that **it requires the consent of the Attorney General** before [criminal] prosecutions are initiated, **thus preventing the application of the section to** [criminal] **commercial practices** to which it was not intended [by the bankers and other controllers of the credit / money system] that it apply. **It then becomes a question of the Attorney General's discretion** [administrative apartheid]. ((Senate Select Standing Committee on Banking, Trade and Commerce) (SSCBTC) transcripts; 4-11-1980 [November 4, 1980], 24:28)

Their at-least ***tactical-error*** was, and remains, that even if that were not scandalously-illegal, it still does not negate or undo the criminal-law offence that triggers the organized-crime provisions under the domestic criminal law and all of the same and the anti-money-laundering provisions under the international treaties regarding the disposition of proceeds of crime.

Regardless, you now have at-least reasonable (*prima facie* and overwhelming-in-fact) grounds by which to believe and understand that you have been deceived into participating in one or more serious criminal offences such that you would be committing an act of money-laundering (or *aiding and abetting* money-laundering by the bank) by making any further payments (*conversions*) on any alleged financial debt-security.

The proper procedure is to send ***Notice to the Bank*** (A **Notice of *Abatement***) that you are holding any such payment ***in abeyance*** or lawful suspension pending proof that the other party (Bank) is not operating contrary to the criminal law (or a member of a criminal organization as so defined), and which can only be accomplished by a full and fully-public investigation into the global nominal financial system and to the massive scale and scope of criminal law violations as already admitted by multiple governments, by the broadly-defined legal profession, and by the Courts.

Technically these flagrant racketeering offences by which the public is being systematically looted are not being committed by the bankers. The banks and bankers are merely the metaphoric *accomplices*, *henchmen*, *bag-men*, and *holding-companies* (and *asset-sinks*) for the *entrenched-money-power* that owns these glorified accounting entities. Both in fact and in law the culpable head of the global-crime-family are the solicitors and lawyers operating as the BAR.

And even then they are only themselves a front for a relative handful of families that have been systematically looting the planet and its Peoples for several hundred years.

I think that the *surprise-ending* to all this may be that (1) The English Crown and the BAR or Bar Association are one-and-the-same, and (2) *Coronavirus* means literally *Crown-virus* or *City-of-London-virus* and that they are near-literally *rubbing-our-noses-in-it*.

WEREX EQUITY-TITLE SALVAGE TRUST (WEREX.org)

In the meantime, Timothy Paul Madden, in his *equitable-capacity* as a *being-of-conscience / equity*, has invoked the ***equitable doctrine of necessity*** or ***equitable de facto doctrine*** to declare and publish an equity-lien on the equity-titles to all broadly-defined *consumer-debt-securities* on Earth where the lead-underwriter and equity-creditor in fact (the pretended-borrower) did not obtain the equity or underwriting credit for same (virtually all mortgages, car-loans, small-business-loans, credit/charge-card-loans / advances, etc.) and to which they are entitled in law and in equity.

He has also independently declared and published a ***salvage-title*** / ***salvage-lien*** on the same equity-titles and granted same, and the equity-liens, into a ***special-salvage-and-restitution-trust*** for the benefit of the rightful owners of those titles. The equity titles are (or had been) constructively *abandoned* or lost because the bankers never had any legal or equitable claim to them, and their rightful owners are not for the most part even aware of the existence of the equity-title as distinct from the legal-title.

Mr. Madden, however, sufficiently understands both the legal and equitable substance of those equity-titles, and that imposes upon him a lawful, legal and moral right and obligation to claim and salvage them in trust for their rightful owners.

All the People throughout the world who have been cheated by the ever-increasingly-and-flagrantly-criminal (pretended) banking system can provide for their own remedy by simply agreeing among themselves as to the fact and extent of their constructive and actual losses to the system.

All claims and equitable restitution payments are to be converted to a new ***quasi-crypto-currency*** (currently under development) called **Bonded Equity Exchange Credits** (BEEC's) that will function as a supplementary universal pre-paid equity-based currency and exchange system.

The Special Equity Salvage and Restitution Trust and BEEC's are administered by **WEREX** (World Equity Repository and Exchange).

The information and documentation package (on the WEREX.org website) contains the law and legal decisions / references by which the system itself has verified and ratified all of the principles invoked by Mr. Madden. There is nothing profoundly new here – merely the honest application of the existing rules.

The information and supporting documentation is also Intellectual Property Security (IPS) to support the trust and the equity liens, and to educate people in the material facts, but otherwise not strictly necessary to the fact or implementation of the remedy (*i.e.*, which remedy stands on its own regardless - and which is independent of any nominal legal remedy (*i.e.*, regardless of whether government chooses to do its job)).

There is no cost to activate your seat on the WEREX or to obtain your equity entitlement from the Special Equity Salvage and Restitution Trust. It already belongs to you.

APPENDIX 1

Game-of-Chance / Godfather Offer-Letter

The following sample / example *Offer-Letter* and mortgage transaction (summary of essential terms) is from a procedurally-typical (pretended) nominal $2.1 million business loan (and as used in most of the examples throughout) by a mainstream Canadian financial institution (1997 – and it has since become much worse and spread globally).

The potential nominal borrower to whom the *de facto* offer was made or solicited (and accepted (as the best deal they could get in the Canadian environment)) had a net *circa* $10 million in broadly-defined assets (including the net-present-value of the expected increase in cash-flow from the planned investment / improvements in the property that they already owned), and no material liabilities (and according to the bank's current lawyers, even after all of this was explicitly brought to their attention, this constructive *Godfather Offer* is a "standard business deal" with nothing illegal or wrongful about it):

1 First, you will obtain $46,000, and deliver it to us at the address designated below. This entry-fee is non-refundable.

2 You will then advance $2.1 million of secured-credit to us by registering an unconditional charge and undertaking of liability in the amount of $2.1 million to us, and against your property, at the Land Title Office (one of the two-pretended-co-borrowers already owned (near-clear-title) the real estate and buildings).

3 You will give us a notarized receipt claiming and swearing under oath and penalty of perjury that we have already paid you $2.1 million of lawful money of Canada, and that you have received it from us.

4 You will legally restate and ratify our payment, and your receipt, of the above indicated $2.1 million, by providing for the registered securities to claim and swear compliance with the federal securities law (*Interest Act*, s. 6). Under the same securities you will deny by omission both the fact and amount of the aforementioned $46,000 cash-entry-fee / cash-payment to us.

5 You will give us a sworn and notarized undertaking that you will pay us an additional $2.1 million by stipulated instalments and / or *On Demand*.

6 You will provide and register a conveyance of the legal title and ownership of your land and buildings to us, in exchange for a *repurchase-option* to buy it back from us by paying us all of the money you are required to pay us, and everything else that we require you to do, under all of the securities.

7 You will provide and register a conveyance of the legal title to your ongoing gross business revenue / cash-flow by a sworn and notarized and separately registered *Assignment of Rents* in favour of us (for us to use in the financial markets).

8 You will give us a sworn and notarized undertaking that if any of the above terms are illegal or criminal or unenforceable for any reason, then the agreement remains valid anyway, and the interest rate is amended and increased to 59% per annum in favour of us, and applied against the total amount secured irrespective of the amount ultimately advanced / returned / reinsured to you.

9 And, once you have unconditionally done / conveyed all of the above credit, money, financial assets and property to us, you will agree that anything that we give you, or are contractually obligated or required to give you, in return, shall be at our sole discretion.

Pay us $46,000 in cash up front as an *ante* or *entry-fee* (and GAAP-fraud concealment fee), and then unconditionally transfer virtually the entirety of your $10 million in assets to us, and then maybe we will agree that we owe you an unsecured $2.1 million in return, and maybe we won't. *Take-it-or-leave-it*.

In addition to all of the specific criminal-law offences, the basic design of this *standard business deal* literally defines *The Godfather's* business-model:

> **Godfather**: First, as a sign of your respect, I want you to legally sign over everything that you own to me. Then I will decide what and how much, if anything, that I will give you in return. It's a good deal. It's an offer you can't refuse.

It is also this criminal-law-offence or ***structuring*** of the alleged business deal (as a *wager / game-of-chance*) that defines the ***asset-sink device*** (**financial-*black-hole***) by which the private-banks collectively *harvest* the wealth of the productive-world. The banks absolutely must end up owning ***everything*** - **it cannot end any other way**.

Foreclosure has become a *rubber-stamp* process almost everywhere in the world such that **no one competent ever *actually reads*** the securities any more. For thirty-years (following the 1990 creation of the "not fundamentally-illegal-***firewall***") the finance lawyers worldwide have been adding scandalously-criminal provisions because they get obscenely rich doing so, and **no one material ever challenges them on it**. They were ***given enough rope*** – and they ***have well and truly hanged themselves***.

Alleged securities are saturated with criminal and racketeering law violations

Today virtually every mortgage, for example, worldwide (in any country under the administration and / or control of the **BAR**), contains one or more (and normally most) of twelve primary and positive criminal devices (and one *constructive* (no. 13)). They are:

1 False receipt for payment of, and receipt of, money / proceeds;

2 False denials of nominal / pretended creditor (credit *insurer / reinsurer*) liability;

3 False declaration of property ownership and / or registration-status of ownership;

4 False declarations of compliance with securities-law disclosure requirements (including also in fraud of the financial markets).;

5 *Fictitious* and / or *illusory* consideration;

6 *Bait and switch;*

7 Wagering / racketeering provision(s);

8 Increased rates upon default / maturity and / or illegal penalties;

9 Civil and criminal-law Illegality *disclaimers*;

10 *Deemed / pretended-damages* provision(s) / jurisdictional fraud;

11 Unearned interest (credit / loan fees) illegally capitalized in advance (*Front-loading*);

12 Use of the *nominal* ("false and seriously misleading") method of interest calculation; and

13 *Concealment* / *suppression* of any or all of the above by splitting the agreement into two or more separate documents.

And which is / are on-its-face (*prima facie)* offensive to at least the following indictable (Criminal Code of Canada) offences / felonies (most are "serious [organized-crime / racketeering] offences") and most of which are international-treaty-enjoined *racketeering* / *designated* offences (and most of which also have corresponding sections in other countries under their respective domestic criminal law):

- s. 206(1)(a) (making or soliciting scheme or proposal to loan or to advance credit by any mode of chance),

- s. 347 of the Criminal Code (entering into agreement or arrangement to receive, and / or receiving, payments or partial payments of, interest at a criminal [infinite or astronomical] rate),

- s. 362 of the Criminal Code (obtaining credit (underwriting / assumption of debt from issuer of the security (nominal / pretended borrower) by fraud or false pretence),

- s. 363 of the Criminal Code (obtaining execution of valuable security by false pretence),
- s. 366 of the Criminal Code (making [and / or soliciting] false document with intent (forgery-in-law)),
- s. 368 of the Criminal Code (uttering forged-document-in-law),
- s. 375 of the Criminal Code (obtaining (subsequent nominal payments) by instrument based on forged-document-in-law),
- ss. 380(1) of the Criminal Code (fraud),
- ss. 380(2) of the Criminal Code ((incipient) fraud upon the (financial) markets).
- s. 386 of the Criminal Code (false statement / omission of material particular to deceive registrar),
- s. 388 of the Criminal Code (false / misleading receipt),
- s. 397(1)(a) of the Criminal Code (falsification of an accounting record),
- ss. 397(1)(b) of the Criminal Code (fraudulent omission of material particular from valuable security),
- ss. 462.3(c) of the Criminal Code (counselling to commit enterprise crime / designated offence(s)),
- ss. 462.31(1) of the Criminal Code (laundering proceeds of crime).

But the bankers, and the ***commercial, corporate, and financial law specialists*** who *aid and abet* them, are incapable of seeing the *cesspool of rampant criminality* into which they have descended – All they can see is their future ***bonus checks*** under which they *earn* a *kickback* as a *rake-off* from the corresponding ***proceeds of crime***.

Almost the entire planet is under the *de facto* care-and-control of a ***professional-criminal-class***, itself comprised of ***professional-schizophrenics*** and ***sycophants*** **who are not competent to run a *lemonade-stand*,** let alone a complex global economy.

And it is all ratified and justified by the former-bank-lawyers and bank-solicitors who are directly appointed as judges by former bank-directors as "**not fundamentally illegal**" because the criminal law only provides that offenders will be ***severely punished*** but does not expressly state: ***Don't do it***.

And these are among the purported ***keenest legal minds in the world***.

And these same people and the *entrenched-money-power* for whom they work are currently and actively planning to simply ***walk-away*** from in excess of the USD-equivalent of $250 trillion ($250,000,000,000,000) worth of unsecured-liabilities that they have ***kited*** by the most egregiously criminal means - ever since the global-multi-nation **BAR-Association *coup d'état* (*deposing of the People / Parliament*) in 1990**.

After acknowledging facts and law that established fourteen (14) domestic criminal law and international racketeering offences by the plaintiff pretended lender, aided and abetted by one of the major private banks (CIBC), and by "two leading Toronto law firms" the Courts enforced the criminal-contract anyway on the following reasoning:

> "[T]here is no doubt that the corporate plaintiff [directly funded by the CIBC] committed an offence under s. 347(1)(a) by entering into an agreement or arrangement to receive interest at a criminal rate" [also via front-loading contrary to s. 347(1)(b), (and also forgery / falsified-securities and money-laundering) to conceal it]

and / but

> ...[The criminal law [Section [347(1)(a)]][6], ... **provides only for punishment** of persons agreeing to receive interest at criminal rates **but does not prohibit** agreements providing for such rates....
>
> "**The purpose of** [the criminal law [s. 347(1)(a)]] **is to punish everyone who enters into an agreement or arrangement to receive interest at a criminal rate**. **It does not expressly prohibit such behaviour**, nor does it declare such an agreement or arrangement to be void. **The penalty is severe, and designed to deter persons from making such agreements**. ... It is designed to protect borrowers ... It is not designed to prevent persons from entering into lending transactions per se.... **Therefore the agreement** [which the Court / judges have found and acknowledged to be contrary and offensive to the criminal law, and which criminal law is a designated racketeering offence] **is not fundamentally illegal**." (*Thomson, (William E.) Associates Inc. v. Carpenter* [1989] 34 O.A.C. 365).

Thirty years later - they are ***still expanding*** and ***building*** worldwide on this new ***foundation*** of ***modern finance***. Everyone automatically assumes ***corruption*** – but these people are also ***legally***, ***clinically*** and ***criminally incompetent, and even insane*** (and profoundly ***dangerous***) by existing medical and psychiatric standards.

Houston – We have a problem.

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Restoring the Wealth of the World to its Rightful Owners

[6]The section was originally enacted as s. 305.1. Also, in this particular case the plaintiff / creditor had violated both subsections of the criminal interest rate law - the whole term yield was 145%, and the securities had been falsified to conceal it by front-loading $45,000 of interest in advance.