THE STRAWMAN REDEMPTION PROCESS
ARTICLE 25

A BRIEF HISTORY OF THE UNITED STATES - PART 14

WHAT BANKS DON'T WANT YOU TO KNOW

The fate of companies, individuals, and governments is entirely at the mercy of bankers. Their power is unbridled, both in the creating and granting of loans, and also in their arbitrary recall, with or without notice. The following quote taken from the Civil Servants' Year Book, " The Organizer" of January, 1934 makes their intent all too clear:

"Capital must protect itself in every way, through combination and through legislation. Debts must be collected and loans and mortgages foreclosed as soon as possible. When, through a process of law, the common people have lost their homes, they will be more tractable and more easily governed by the strong arm of the law, applied by the central power of wealth, under control of leading financiers. People without homes will not quarrel with their leaders. This is well known among our principal men now engaged in forming an imperialism of capital to govern the world. By dividing the people we can get them to expand their energies in fighting over questions of no importance to us except as teachers of the common herd. Thus by discreet action we can secure for ourselves what has been generally planned and successfully accomplished."

THE BANKER'S MANIFESTO

The Banker's Manifesto ties in with so-called United States Senate Document House Joint Resolution (HJR) 192, 73rd Congress, 1st Session, chapter 48 (June 5th, 1933), to wit:

"The ultimate ownership of all property is in the State; individual so-called "ownership" is only by virtue of Government, i.e., law, amounting to mere "user" and use must be in acceptance with law and subordinate to the necessities of the State."

Click Here To Read The Bankers Manifesto of 1891

Click here To Read House Joint Resolution HJR-192 73rd Congress 1st Session chapter 48

HOUSE JOINT RESOLUTION

Explaining what the bankers don't want you to know about the realities of modern day finance may shatter most of the public's religiously held assumptions about money and banking. What the general public "thinks" it knows about money and banking is largely based upon a collection of canards gleaned from TV, radio, newspapers and their own personal experiences with money and banking.

In the following pages you will find where high bank officials admitted that bankers do create checkbook "deposit credits" to the credit of their "clients" checking accounts, as their loans and investment payment funds. You will also learn how an attorney has successfully voided a bank foreclosure because the banker admitted to creating the checkbook "credits" as the funds it loaned to its client.

In the landmark court decision which follows, a Minnesota Trial Court held the Federal Reserve Act to be unconstitutional and void; the National Banking Act to be unconstitutional and void; and declared a mortgage acquired by the First National Bank of Montgomery, Minnesota in the regular course of its business, along with the foreclosure and the Sheriffs Sale to be void. This decision, which is legally sound, has the effect of declaring all private mortgages on real and personal property, and all U.S. and State bonds held by the Federal Reserve, National and State Banks, to be null and void. This amounts to an emancipation of this so-called Nation from personal, national and state debt purportedly owed to this banking system. Every so-called American owes it to himself, his so-called country, and to the people of the world, for that matter, to study this decision very carefully and to understand it, for upon it hangs the question of freedom or slavery.

On May 8, 1964, Mr. Jerome Daly executed a Note and Mortgage to the First National Bank of Montgomery, Minnesota, which is a member of the Federal Reserve Bank of Minneapolis. Both Banks are privately owned and are a part of the Federal Reserve Banking System.

In the spring of 1967, Mr. Jerome Daly was in arrears $476.00 in the payments on this Note and Mortgage. The Note was secured by a Mortgage on real property in Spring Lake Township in Scott County, Minnesota. The Banker foreclosed by advertisement and bought the property at a Sheriff's Sale held on June 26, 1967. Mr. Jerome Daly made no further payments after June 26, 1967 and did not redeem within the 12 month period of time allotted by law after the Sheriff's Sale.

The Bank brought an action to recover the possession of the property to the Justice of the Peace Court at Savage, Minnesota. The first 2 Justices were disqualified by Affidavit of Prejudice; the first by Mr. Daly, the second by the bank, and a third judge refused to handle the case. It was then sent, pursuant to law, to Martin V. Mahoney, Justice of the Peace, Credit River Township, Scott County, Minnesota, who presided at a Jury trial on December 7, 1 968. The Jury found the Note and Mortgage to be void for failure of a lawful consideration and refused to give any validity to the Sheriffs Sale. Verdict was for Mr. Daly with costs in the amount of $75.00.

The acting President of the Bank, Mr. Lawrence V. Morgan, admitted that the Banker created the money and credit upon its books by which it acquired or gave as consideration for the Note: that this was standard banking practice, that the credit first came into existence when they created it; that he knew of no United States Statutes which gave them the right to do this. This is the universal practice of these banks.

Mr. Lawrence V. Morgan appeared at the trial on December 7, 1968 and was perceived to be candid, open, direct, experienced and truthful. He testified to 20 years of experience with the Bank of America in Los Angeles, the Marquette National Bank of Minneapolis and the Plaintiff in this case. He seemed to be familiar with the operations of the Federal Reserve System.

He freely admitted that his Bank created all of the Money or Credit upon its books with which it acquired the Note and Mortgage of May 8, 1964. The credit first came into existence when the Bank created it upon its books by ledger entry. Further, he freely admitted that no United States Law gave the bank the authority to do this. There was obviously no lawful consideration for the Note. The Bank parted with absolutely nothing except a little ink.

NOTE: It has never been doubted that a Note given in a Consideration which is prohibited by law is void. It has been determined, independent of Acts of Congress, that sailing under the license of an enemy is illegal. The admission of Bills of Credit upon the books of these private corporations, for the purposes of private gain is not warranted by the Constitution of the United States and is unlawful.

No complaint was made by the banker that the bank did not receive a fair trial. From the admissions made by Mr. Lawrence V. Morgan, the path of duty was clearly made and very direct and clear for the jury. Their verdict could not reasonably have been otherwise. Justice was rendered completely and without denial, promptly and without delay, freely and without purchase, comfortable to the laws in this Court on December 7, 1968.

The following pages present the rulings for the original pleading, the appeal, and the testimony given at Mr. Jerome Daly's disbarment proceedings brought by the Minnesota State Board of Law. Justice Martin V. Mahoney, who heard the case, handed down the two opinions attached and included herein. The appeals determinations are by far the most stunning. Its reasoning is sound. It will withstand the test of time. This is the first time the question has been passed upon in the United States. I predict that this decision will go into the history books as one of the great documents of so-called American history. It is a huge cornerstone wrenched from the temple of Imperialism (Money Kings) and planted as one of the solid foundation stones of Liberty.

FORWARD BY ASSOCIATE JUSTICE BILL DREXLER

The "Credit River Decision" handed down by a jury of 12 on a cold day in December, in the Credit River Township Hall, was an experience that I'll never forget.

The Chief Justice of the Minnesota Supreme Court had phoned me a week before the trial and asked me if I would be an associate justice in assisting Justice Martin V. Mahoney since he had never handled a jury trial before. I accepted, and it took me two hours to get my car running in the 22 below zero weather.

I got to the court room about 30 minutes before trial, and helped get the wood stove going, since the trial was being held in an unheated store room of a general store. This was the first time I met Justice Martin V. Mahoney, and I was impressed with his no nonsense manner of handling matters before him. My job was to help pick the jury, and to keep Mr. Jerome Daly and the Attorney representing the Bank of Montgomery from engaging in a fist fight. The court room was highly charged, and the Jury was all business.

The banker testified about the mortgage loan given to Mr. Jerome Daly, but then Mr. Jerome Daly cross examined the banker about the creating of money "out of thin air." Mr. Jerome Daly asked the Bank President, If you were just opening up your bank and no one had yet made a deposit, and I came into your bank, and wanted to take out a loan of $18,000.00, could you loan me that money?

When the Bank President said, "Yes" I thought the jury would faint.

Mr. Jerome Daly than said, "Does this mean that you can create money out of thin air? " And the Bank President said, " Yes, we can create money out of thin air."

Justice Martin V. Mahoney then said " IT SOUNDS LIKE FRAUD TO ME " and everybody in the court room nodded their heads indicating that they agreed with Justice Martin V. Mahoney.

I must admit that up until that point, I really didn't believe Mr. Jerome Daly's theory, and thought he was making this up. After I heard the testimony of the banker, my mouth had dropped open in shock, and I was in complete disbelief. There was no doubt in my mind that the Jury would find for Mr. Jerome Daly.

Mr. Jerome Daly had taken on the bankers, the Federal Reserve Banking System, and the money (Kings) lenders, and had won.

It is now twenty eight years since this "Landmark Decision," and Justice Martin V. Mahoney is quoted more often than any Supreme Court justice ever was. The money (Kings) boys that run the "private Federal Reserve Bank" soon got back at Justice Martin V. Mahoney by poisoning him in what appeared to have been a fishing boat accident (but with his body pumped full of poison) in June of 1969, less than 6 months later.

Both Mr. Jerome Daly and Justice Martin V. Mahoney are truly the greatest men that I have ever had the pleasure to meet. The Credit River Decision, as it is known, was and still is the most important legal decision ever decided by a Jury.

Bill Drexler.

Note: Bill Drexler was subsequently disbarred for his role in the Credit River case.

IN DISTRICT COURT STATE OF MINNESOTA COUNTY OF SCOTT

FIRST JUDICIAL DISTRICT

First National Bank

of Montgomery, Minnesota,

Plaintiff,

vs.

Jerome Daly,

Defendant.

The above entitled action came on before the Court and a Jury of 1 2 on December 7, 1 968 at 10:00 A.M. Plaintiff appeared by its President Lawrence V. Morgan and was represented by its Counsel Theodore R. MeUby. Defendant appeared on his own behalf.

A Jury of Talesmen were called, empanelled and sworn to try the issues in this Case. Lawrence V. Morgan was the only witness called for Plaintiff and Defendant testified as the only witness in his own behalf.

Plaintiff brought this as a Common Law action for the recovery of the possession of Lot 1 9 , Fairview Beach, Scott County, Minn. Plaintiff claimed titled to the Real Property i n question by foreclosure of a Note and Mortgage Deed dated May 8, 1964 which Plaintiff claimed was in default at the time foreclosure proceedings were started.

Defendant appeared and answered that the Plaintiff created the money and credit upon its own books by bookkeeping entry as the consideration for the Note and Mortgage of May 8, 1 964 and alleged failure of consideration for the Mortgage Deed and alleged that the Sheriffs sale passed no title to Plaintiff.

The issues tried to the Jury were whether there was a lawful consideration and whether Defendant had waived his rights to complain about the consideration having paid on the Note for almost 3 years.

Mr. Morgan admitted that all of the money or credit which was used as a consideration was created upon their books, that this was standard banking practice exercised by their bank in combination with the Federal Reserve Bank of Minneapolis, another private Bank, further that he knew of no United States Statute or Law that gave the Plaintiff the authority to do this. Plaintiff further claimed that Defendant by using the ledger book created credit and by paying on the Note and Mortgage waived any right to complain about the Consideration and that Defendant was estopped from doing so.

At 12:15 on December 7, 1968 the Jury returned a unanimous verdict for the Defendant. Now therefore, by virtue of the authority vested in me pursuant to the Declaration of Independence, the Northwest Ordinance of 1 978, the Constitution of the United States and the Constitution and laws of the State of Minnesota not inconsistent therewith:

IT IS HEREBY ORDERED, ADJUDGED & DECREED:

1. That Plaintiff is not entitled to recover the possession of Lot 19, Fairview Beach, Scott County, Minnesota according to the Plat thereof on file in the Register of Deeds office.

2. That because of failure of a lawful consideration the Note and Mortgage dated May 8, 1964 are null and void.

3. That the Sheriffs sale of the above described premises held on June 26, 1967 is null and void, of no effect.

4. That Plaintiff has no right, title or interest in said premises or lien thereon, as is above described.

5 . That any provision in the Minnesota Constitution and any Minnesota Statute limiting the Jurisdiction of this Court is repugnant to the Constitution of the United States and to the Bill of Rights of the Minnesota Constitution and is null and void and that this Court has Jurisdiction to render complete Justice in this Cause.

6. That Defendant is awarded costs in the sum of $75.00 and execution is hereby issued therefore.

7. A 10 day stay is granted.

8. The following memorandum and any supplemental memorandum made and filed by this Court in support of this Judgment is hereby made a part hereof by reference.

BY THE COURT

Dated December 9, 1968

MARTIN V. MAHONEY

JUSTICE OF THE PEACE

CREDIT RIVER TOWNSHIP

SCOTT COUNTY, MINNESOTA

MEMORANDUM

The issues in this case were simple. There was no material dispute on the facts for the Jury to resolve.

Plaintiff admitted that it, in combination with the Federal Reserve Bank of Minneapolis, which are for all practical purposes, because of their interlocking activity and practices, and both being Banking Institutions Incorporated under the Laws of the United States, are in the Law to be treated as one and the same Bank, did create the entire $ 14,000.00 in money or credit upon its own books by bookkeeping entry. That this was the Consideration used to support the Note dated May 8, 1 964 and the Mortgage of the same date. The money and credit first came into existence when they created it. Mr. Morgan admitted that no United States Law or Statute existed which gave him the right to do this. A lawful consideration must exist and be tendered to support the Note. See Anheuser-Busch Brewing Co. v. Emma Mason, 44 Minn. 318, 46 N.W. 558. The Jury found there was no lawful consideration and I agree. Only God can create something of value out of nothing.

Even if Defendant could be charged with waiver or estopped as a matter of Law this is no defense to the Plaintiff. The Law leaves wrongdoers where it finds them. See sections 50, 51 and 52 of Am. Jur 2d. "Actions " on page 584 -- " no action will lie to recover on a claim based upon, or in any manner depending upon, a fraudulent, illegal, or immoral transaction or contract to which Plaintiff was a party."

Plaintiffs act of creating credit is not authorized by the Constitution and Laws of the United States, is unconstitutional and void, and is not a lawful consideration in the eyes of the Law to support anything or upon which any lawful rights can be built.

Nothing in the Constitution of the United States limits the Jurisdiction of this Court, which is one of original Jurisdiction with right of trial by Jury guaranteed. This is a Common Law Action. Minnesota cannot limit or impair the power of this Court to render Complete Justice between the parties. Any provisions in the Constitution and laws of Minnesota which attempt to do so are repugnant to the Constitution of the United States and are void. No question as to the Jurisdiction of this Court was raised by either party at the trial. Both parties were given complete liberty to submit any and all facts and law to the Jury, at least in so far as they saw fit.

No complaint was made by Plaintiff that plaintiff did not receive a fair trial. From the admissions made by Mr. Morgan the path of duty was made direct and clear for the Jury. Their Verdict could not reasonably have been otherwise. Justice was rendered completely and without denial, promptly and without delay, freely and without purchase, comfortable to the laws in this Court on December 7, 1968.

BY THE COURT

December 9, 1968

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