

# The Great Banking Deception

*[Author Unknown]*

**Have you been cheated?**



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# **The Great Banking Deception**

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## **Have you been cheated?**

In order for any contract to be valid, there must be 'full disclosure', 'good faith', 'valuable consideration', and 'clean hands'. Here is what the banks advertise: "Come to our bank. We have money to loan you". Is this really what happens?

Did you really get a loan when you contracted to borrow money from the bank to pay for your home? Or was it just an exchange (your note for cash), but the bank called it a loan? Or did two loans occur?

When you entered into a loan contract with a bank, you signed a note or contract promising to pay the bank back, and you agreed to provide collateral that the bank could seize if you did not repay the loan. This contract supposedly qualified you to receive the bank's money. But did the bank provide 'full disclosure' of all of the terms of this agreement? Read the following and decide for yourself if the bank was acting in 'good faith', that you received 'valuable consideration', and that your 'signature' on that agreement is valid.

Bankers want you to believe that depositors deposit money at banks, banks lend the money to borrowers and the borrowers repay the money and the money is returned to the depositors who funded the loan. If you think this is how American or Canadian banking works, you have been lied to and deceived.

The fact is the economics of today's banking system is similar to stealing, counterfeiting and swindling and that is why the bankers cannot explain the loan details or answer specific questions. Bankers are terrified that the details might be exposed in public court.

The banker's own publications admit and the bank's bookkeeping entries prove that when the banks lend money, the bankers create new money with the economics similar to counterfeiting.

If a counterfeiter counterfeits money and lends it to you, do you have any moral or legal obligation to repay the loan? NO, The law says counterfeiting is illegal and that you do not have to repay the counterfeiter.

James Madison: "History records that the money changers have used every form of abuse, intrigue, deceit, and violent means possible to maintain their control over governments by controlling the money and its issuance."

Bankers are too smart to counterfeit cash and go to jail. They are money masters and use another method to create new money with the economics similar to counterfeiting without going to jail. The secret involves two kinds of money. Legal tender – cash - money and non legal tender-money like checks and credit cards. The bank's own publication claims that money does not have to be issued by the government or be in any special form. According to the bank's manual, money is anything that can be sold for cash and that the banks accept as money.

The loan agreement you sign is sold to investors wanting interest. If you do not pay the interest, they foreclose and collect the money. The loan agreement can be sold for cash and the bankers use the loan like non-legal tender money. If you exchange \$100 of cash for a \$100 check the bankers acted like a moneychanger and lent you none of the bank's money. If the bank uses your \$100,000 loan agreement like money to fund a check like cash funds a check, the banker acted like a moneychanger without the bank using or risking one cent of their money to purchase your loan agreement.

The banker got your loan agreement for free, which has the economics similar to stealing. The banker created \$100,000 of new money, which has the economics similar to counterfeiting. Would you agree to have the banker steal your \$100,000 loan agreement and use it to create \$100,000

of new money and return the value of the stolen property to you as a loan? Did you agree to be swindled?

The banker knows you would never knowingly be this stupid and that is why he cannot disclose the whole truth in court. The bookkeeping entries prove that the borrower's loan agreement funded the loan to the borrower. The bookkeeping entries prove that the banker merely acted like a moneychanger exchanging one kind of currency for another kind of currency and charging you as if there were a loan. If you funded the loan to yourself, why are you paying the banker back the principle and interest?

Bankers understand the difference between money and wealth. Money buys things. If you could counterfeit money, you could buy the whole world and control Congress. Wealth is anything that you can sell. You can sell real estate, cars, gold, silver and people sell their 40 hours a week for a payroll check. Yes, labor produces wealth. Labor produces gas for your car, food to eat and homes, cars and roads. The banker knows that if everyone stopped working, stayed home and counterfeited money, everyone would starve to death, and no one would have gas for their cars or food to eat. When bankers create new money and lend it to you, you must work for the banker for free to repay the loan or he forecloses and gets your home for free.

The money creator gets more of your wealth for free using a suit and tie than a gunman does pointing a gun to your head.

The banker says, repay the loan because the bank lent you money. We simply ask one question: Should the one who funded the loan be repaid the money? Whether they answer YES or NO, the bank must forgive the loan and zero out the debt. That is the one question that they do not want to answer because the borrower funded the loan as proven by the bank's own bookkeeping entries.

We are not calling the bankers criminals. We are showing you how intelligent, creative and genius the bankers are in developing this secret.

One of the biggest bankers in America told us that the banker's money controls who is elected into Congress, the President and judges. He even boasted how the Banker's loan money and advertising money controls all major media to keep it a secret. He explained how lawyers, judges, CPAs, politicians profit from the bankers by keeping this system going and keeping it secret. You lose and they benefit by understanding this secret.

Henry Ford: (Founder of Ford Motor Company) "It is well enough that the people of this nation do not understand our banking and monetary system, for if they did, I believe there would be a revolution before tomorrow morning".

This secret banking allows bankers to create economic booms and busts, makes the stock market go up and down as they increase and decrease the money supply. You lose in investments as those who understand the secret transfer your investment money into their pocket. You lose, they win.

## **FORM vs. SUBSTANCE**

Before an attorney can sue for foreclosure, he must show that the defending party (you) breached the agreement. The attorney needs a witness to give testimony that there is an agreement and that the agreement has been breached.

If Rich (as an example) testifies in court that there was a loan when he knew that there was only an exchange of equal value, Rich would be giving false testimony and would be called a false witness.

In a normal court foreclosure, the lender does not come to court to give testimony. The bank attorney uses the alleged promissory note with the alleged borrower's signature as the witness in court to claim that there is an agreement, that there was a loan, that the lender fulfilled his agreement, and that the alleged borrower did not fulfill the agreement to repay the money. Instead of the attorney using Rich to give oral testimony, the

attorney used the promissory note as the witness as the evidence to sue the alleged borrower.

There is a legal concept of form vs. substance. The form is the promissory note, which says that the lender lent money to the alleged borrower. The substance is the money trail - the bookkeeping entries. The substance shows that there were two loans exchanged - equal value for equal value. The borrower was required to repay his loan to the bank plus interest, but the bank never repaid the debt it owes to you. IOU was exchanged for IOU. The two newly created IOUs cancel each other.

The Substance - the true transaction - shows that the borrower was the lender to the bank. Then the bank repaid the loan from the borrower to the bank. The form - the alleged bank loan agreement - shows the opposite.

Example: You sign a paper that says you were lent \$10,000, but no one lent you one cent to obtain the promissory note. A thief stole \$10,000 worth of diamonds and returned the cash to you as a loan. The form says that there was a loan; your signature also says that there was a loan. The true transaction, though, proves that there was no loan. The substance-money trail and the bookkeeping entries-proves that someone took something of value worth \$10,000 from you, exchanged it for a different asset of equal value and returned your \$10,000 to you as a loan that you now have to pay off with interest. The attorney sues you, claiming that your signature proves that you received the loan. You hire an expert witness to prove that there was no loan, that the substance of the transaction was an exchange, and that you were charged as if it were a loan.

Economically speaking, what is the difference if a stranger received your \$10,000 worth of diamonds for free, or if he got a \$10,000 lien on your property for free, or if he received \$10,000 of your future payroll checks for free? The substance of the transaction is the transferal of \$10,000 of property from you to the stranger for free. The transfer of wealth is precisely how bankers obtain liens on the nation's homes, cars, farms, and businesses for free. If a robber were to use a gun to transfer your wealth, you would place him in prison. If a banker does the same thing by using "form," an attorney, a judge, and a sheriff, you think it is legal.

Does the attorney use the promissory note just like a witness to give false testimony in court, claiming that the lender lent money, cash or cash equivalent to the alleged borrower? The attorney could be disbarred for bringing fraud into the court. The substance was an exchange of value for value. If the form and the substance disagree, one must rely on the substance over the form because substance always wins over form.

Example: You give Rich \$100 for five boxes of toys. Rich says, "Here are the five boxes. Sign this paper that says you received the boxes." You sign. Rich refuses to hand over the five boxes and claims that the form - the paper you just signed - says that you received the boxes. You would tell the judge that you acted in good faith by signing because you were told that you would receive the five boxes standing in front of you. After you had signed, Rich refused to let you have the boxes. The form - the paper-says that you received the boxes, but the substance - the true transaction-clearly shows you never received what you had bargained for. If the attorney uses the form (paper) in court to claim that you received the boxes when, in fact, he knew that you had never received them, the attorney brought fraud on the court to sue you. The form - the paper - would be a false witness against you.

Is the promissory note used as a false witness? The promissory note has the borrower's signature agreeing that the lender lent the borrower money.

The attorney wants only the form - the promissory note with your signature- as a witness in court. You want the true substance - the true transaction - and the whole truth and nothing but the truth. Some attorney's object to allowing the bookkeeping entries entered into court as evidence. The attorney must rely on the form and stop the substance.

Extortion occurs when the court does not allow information into court for one's defense.

Few people disagree that the one who provided the original funds to fund the bank loan check should be repaid the money. Few argue that we should have equal protection and full disclosure. The lender concealed the true substance in the agreement.



If a banker received \$10,000 of capital from Joe and deposits the funds into a checking account, should the bank return the \$10,000 to Joe? If all bankers agree that the answer is "yes," then all bank loans in America should be canceled tomorrow.

If the bank received \$10,000 from Joe and lent the same \$10,000 to Joe, should the bank return the \$10,000 to Joe? The foreclosure attorney must argue that the bank should not return the \$10,000 to Joe. Joe believed that the alleged borrower should repay the lender, and the lender should repay the one who funded the bank loan check. The foreclosure attorney must argue that the parties agreed to the terms and the one who funded the loan should never be repaid the money. How could the judge rule in favor of the bank, claiming that the one who funded the loan should never be repaid the money?

Want proof that this is real? Ask yourself the following questions:

1. Were you told that the Federal Reserve Policies and Procedures and the Generally Accepted Accounting Principles (GAAP) requirements imposed upon all Federally-insured (FDIC) banks in Title 12 of the United States Code, section 1831n (a), prohibit them from lending their own money from their own assets, or from other depositors? Did the bank tell you where the money for the loan was coming from?

2. Were you told that the contract you signed (your promissory note) was going to be converted into a 'negotiable instrument' by the bank and become an asset on the bank's accounting books? Did the bank tell you that your signature on that note made it 'money', according to the Uniform Commercial Code (UCC), sections 1-201(24) and 3-104?

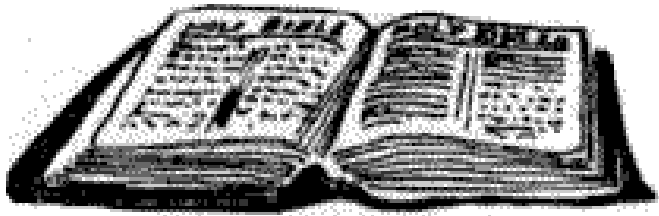
3. Were you told that your promissory note (money) would be taken, recorded as an asset of the bank, and be sold by the bank for cash - without 'valuable consideration' given to obtain your note? Did the bank give you a deposit slip as a receipt for the money you gave them, just as the bank would normally provide when you make a deposit to the bank?

4. Were you told that the bank would create an account at the bank that would contain this money that you gave them?

5. Were you told that a check from this account would be issued with your signature, and that this account would be the source of the funds behind the check that was given to you as a "loan"?

If you answered "No" to any of these questions, YOU HAVE BEEN CHEATED! How does that make you feel? It is now up to you to demand your deposit back and to challenge the validity of your "signature" on any alleged bank "loan" agreement or check. Since the banks and other lending institutions cannot allow "full disclosure" of your "loan" agreement and cannot answer your challenges about it, their silence is your key, along with important steps that we can show you step-by-step, to get your deposit back and "payoff" their alleged "loan" to you.





**"For out of Zion shall go forth the law, and the  
Word of the Lord from Jerusalem"  
(Isaiah 2:3)."**

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