James Thomas: McBride
c/o 171 N. Wilson Road Suite 36
Columbus, Ohio [43204]
: Non-Domestic, without the U.S.

Department of the U.S. Treasury
1500 Pennsylvania Ave. N.W.
Washington, DC 20220

Registered Mail # RE 463067588 US

Federal Reserve Bank of Atlanta
1000 Peachtree Street N.E.
Atlanta, GA 30309-4470

Certified Mail # 7008 0150 0001 7473 9619

Federal Reserve Bank of Cleveland
1455 E. 6th Street
Cleveland, Ohio 44114

Certified Mail # 7008 0150 0001 7473 9626

ACTIVATION OF FEDERAL RESERVE ACCOUNT

JAMES THOMAS MCBRIDE a 'national banking association'

1) James Thomas: McBride is an American sovereign, natural man and NOT a 14th Amendment citizen of the UNITED STATES.....(see annexed Exhibits).

James Thomas: McBride has terminated and/or objected to any/all equity contracts with the corporate U.S. which obligates JAMES T. MCBRIDE or James Thomas: McBride to perform. Any/all equity contracts in which JAMES T MCBRIDE or James Thomas: McBride have become a Party, excepting the 'Original Equity Contract", has been entered into under objection, threat, duress and coercion and are null and void ab initio. James Thomas: McBride has formally waived any and all benefits from the corp. U.S. and its franchised entities. The acceptance of any 'benefit' received under objection, threat and/or duress, or out of necessity as the U.S. has a monopoly, does not constitute a benefit, but rather constitute a gift with zero liability attached thereto.

Exhibit A: ***Declaration of Political Status*** which has been lodged with the Sec. of the U.S. Treasury/ Custodian of the Alien Property;
Exhibit B: ***Affidavit of Fact-Title Dispute to American Sovereign Original/Archetype;***
Exhibit C: ***Notice of Surety Act and Bond and related documents;***

2) ***JAMES THOMAS MCBRIDE***, ***296520781***, is a transmitting utility, public vessel created by and registered in the STATE OF OHIO, LICKING COUNTY for and on behalf of the corporate UNITED STATES to

facilitate the flow of credit from the American sovereign, James Thomas: McBride, to the corporate UNITED STATES and the discharge of debt of the American sovereign, in the exchange. (see annexed Exhibit)

Exhibit D: ***OHIO DEPARTMENT OF HEALTH, CERTIFICATE OF LIVE BIRTH # 134-54-024518.***

3) A search of ***Fidelity Investments*** web site establishes the evidence as a matter of fact, that the UNITED STATES has executed the original contract, charging the credit of the American sovereign James Thomas: McBride, giving value to the negotiable instrument bearing ***CUSIP # 316172105*** against the ***CERTIFICATE OF LIVE BIRTH*** number ***134-54-024518***, and traded under ***FUND NUMBER 54, FIDELITY GOVERNMENT INCOME FUND***, identified by the symbol ***FGOVX,*** establishing the evidence, in fact, that the account is ***PRE-PAID and PRIORITY EXEMPT FROM LEVY***, and establishing the American sovereign, James Thomas: McBride, as the Creditor and the UNITED STATES via the transmitting utility JAMES THOMAS MCBRIDE as the debtor with a liability to discharge the debt of the American sovereign, James Thomas: McBride in the exchange. (see annexed Exhibit)

Exhibit E: ***Fidelity Investments Symbol Lookup***

4) To protect and secure the private property of the American sovereign James Thomas: McBride, UCC-1 Financing Statement, file # 2318956 has been perfected, securing the attachment against the transmitting utility/public vessel JAMES THOMAS MCBRIDE/JAMES T. MCBRIDE and establishing in the public domain the priority lien against the Debtor, JAMES THOMAS MCBRIDE, transmitting utility, by the Creditor James Thomas: McBride, American sovereign. (see annexed Exhibit)

Exhibit F: ***UCC-1 Financing Statement File # 2318956, Minnesota Secretary of State***

5) The corporate UNITED STATES was NOTICED of the Absolute right of possession and entitlement right to the transmitting utility/public vessel JAMES THOMAS MCBRIDE/JAMES T. MCBRIDE via affidavit. Said affidavit remains un-rebutted and stands as established fact. (see annexed Exhibit)

Exhibit G: ***NOTICE OF ENTITLEMENT RIGHT- A NOTARIZED STATEMENT OF FACT***

6) On November 28, 2006 the secretary of the Department of the U.S. Treasury did receive and accept, without objection, dispute or dishonor PRIVATE INDEMNITY AND SET-OFF BOND No. 7005 0390 0000 2767 4202 for deposit to the U.S. Treasury and charged to the account of the transmitting utility/ public vessel, JAMES THOMAS MCBRIDE/JAMES T MCBRIDE 296520781 to establish and activate a set-off account for the set-off and discharge of debt by the American sovereign James Thomas: McBride. Said Bond has matured into an obligation of the UNITED STATES and further establishes as a matter of fact that the account of ***JAMES THOMAS MCBRIDE/JAMES T MCBRIDE 296520781 is PRE-PAID AND PRIORITY EXEMPT FROM LEVY.*** The UNITED STATE'S acceptance of the above Bond without objection, dispute or dishonor constitutes their acceptance of the Terms and Conditions of the Bond Order (Contract) and establishing their Fiduciary duty and debtor obligation/liability to James Thomas: McBride. (see annexed Exhibit)

Exhibit H: ***PRIVATE INDEMNITY AND SET-OFF BOND No. 7005 0390 0000 2767 4202***

7) On December 12, 2006 the Secretary of the U.S. Treasury did receive and accept, without objection, dispute or dishonor, ***Certified Note No. 7005 039000 2767 4219, ACKNOWLEDGEMENT OF***

AN ORIGINAL ISSUE OF CURRENCY for deposit to the account of JAMES T MCBRIDE 296520781. Acceptance of the deposit, without objection, dispute or dishonor, constitutes acceptance of the terms and conditions of the presentment, a valid contract, and acceptance of the deposit in the sum certain of $7,175,468,120.00 (seven billion, one hundred seventy five million, four hundred sixty eight thousand, one hundred twenty U. dollars and 00 cents) to the account of ***JAMES THOMAS MCBRIDE/JAMES T MCBRIDE, 296520781,*** further establishing the evidence in fact that said account is ***PRE-PAID and PRIORITY EXEMPT FROM LEVY.*** (see annexed Exhibit)

Exhibit I: ***ACKNOWLEDGEMENT OF AN ORIGINAL ISSUE OF CURRENCY #7002 0390 0000 2767 4219***

8) ***Federal Reserve Account Number 06-50913806*** has been issued through the ***Federal Reserve Bank of Atlanta*** and assigned to the transmitting utility/public vessel ***JAMES THOMAS MCBRIDE 296-52-0781. (see annexed exhibit)***

Exhibit J: ***SOCIAL SECURITY CARD for JAMES THOMAS MCBRIDE 296-52-0781***

9) I, James Thomas: McBride creditor, Real Party in Interest, do hereby terminate all prior Fiduciaries for the transmitting utility, JAMES THOMAS MCBRIDE/ JAMES T MCBRIDE, for Breach of Fiduciary Duty.

I James Thomas: McBride, creditor and priority lien holder of JAMES T MCBRIDE 296520781, do hereby nominate and appoint as fiduciary for JAMES THOMAS MCBRIDE 296520781, Secretary of the Department of the U.S. Treasury, Secretary Tim Geithner. Said appointment of Secretary Tim Geithner, being fully qualified to perform the duties as fiduciary, is effective as of May 13, 2009 and shall continue until further notice, re-appointment, substitution, revocation or termination by James Thomas: McBride. The duties and responsibilities of Sec. Tim Geithner, as fiduciary for JAMES THOMAS MCBRIDE 296520781, are to exercise scrupulous good faith and candor, acting in the best interest of the creditor and lien holder for JAMES THOMAS MCBRIDE 296520781 for the benefit and remedy of James Thomas: McBride, American sovereign; the exclusive and limited purpose of discharging debt for the redemption of property; maintaining a zero balance in the account in accordance with International Bankruptcy Law and shall maintain compliance with all applicable Revenue Codes and statutes.

The Fiduciary shall receive and accept all liabilities; receive and accept all service of process and other documents, instruments, bonds and/or other important documents and Presentments; to appear and discharge, settle and close matters material to said public vessel, and all assignments for or an behalf of said public vessel and to do any and all acts requisite to fully and faithfully execute said appointment including providing a complete and regular statement of accounting to the creditor, James Thomas: McBride. The same shall be by the order of James Thomas: McBride, his assigns and/or assignees.

The Fiduciary shall provide the timely activation of this Federal Reserve Account in accordance with Regulation Z and ensure the efficient execution of the day to day operation of said account.

Secretary Tim Geithner, acting as fiduciary for JAMES THOMAS MCBRIDE 296520781 is hereby indemnified and held harmless for all costs, fees and other charges which may exist, occur or arise from the lawful execution of his duties as fiduciary in this matter. (see annexed exhibit)

Exhibit K: ***Form 56 Notice Concerning Fiduciary Relationship***

10) JAMES THOMAS MCBRIDE, a 'national banking association'

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"Those who constitute an association nationwide of private, unincorporated persons engaged in the business of banking to issue notes against these obligations of the United States due them; ***whose private property is at risk*** to collateralize the government's debt and currency, by legal definitions, a ***'national banking association'***; such notes, issued against these obligations of the United States to that part of the public debt due its Principals and Sureties are ***required by law to be accepted as "legal tender"*** of payments for all debts public and private, and are defined in law as "***obligations of the United States***", on the same par and category with Federal reserve Notes and other currency and legal tender obligations."

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

TITLE 18 USC >Part I> CHAPTER 1> Sec.1>Sec.8

Sec. 8.- Obligation or other security of the United States defined

The term "**obligation of the United States"** includes all ***bonds, certificate of indebtedness, national bank currency,*** Federal Reserve bank Notes, coupons, United States Notes, Treasury Notes, gold certificates, silver certificates, fractional notes, certificate of deposits, bills, drafts for money, ***drawn by or upon authorized officers of the United States***, stamps and other representatives of value, of whatever denomination, issued ***under any Act of Congress***, and ***cancelled United States stamps.***

The International Bill of Exchange is legal tender as a national bank note, or note of a National Banking Association, by legal and/or statutory definition (UCC 4-105, 12 CFR Sec. 229.2, 210.2, 12 USC 1813), issued under Authority of the United States Code 31 USC 392, 5103, which officially defines this as a statutory legal tender obligation of the United States , and is issued in accordance with 31 USC 3123 which establishes and provides for its issuance as Public Policy in remedy for discharge of equity interest recovery on that portion of the public debt to its Principals and Sureties bearing the Obligations of the United States.

This is a statutory remedy for interest equity recovery due the Principals and Sureties of the United States for discharge of lawful debts in commerce in conjunction with US obligations to that portion of the public debt it is intended to reduce.

During the financial crisis of the depression, in 1933 the substance of gold, silver and real money was removed as a foundation for our financial system, In its place the substance of the American citizenry: their real property, wealth, assets and productivity that belongs to them was, in effect, "pledged' by the government and placed at risk as the collateral for U.S. debt, credit and currency for commerce to function.

This is well documented in the actions of Congress and the President at that time and in the Congressional debates that preceded the adoption of the re-organization measures:

Senate Document No. 43, 73rd Congress, 1st Session, stated, "***Under the new law the money is issued to the banks in return for Government obligations, bills of exchange, drafts, notes, trade acceptances, and banker's acceptances.*** The money will be worth 100 cents on the dollar, because it is backed by the credit of the nation. It will ***represent a mortgage on all of the homes and other property of all the people of the nation.***" (Which lawfully belongs to the people)

The National debt is defined as "mortgages on the wealth and income of the people of a country." (Encyclopedia Britannica, 1959)

The re-organization is evidenced by: The Emergency Banking Act, March 9, 1933; House Joint Resolution 192, June 5, 1933, Public Law 73-10, and the Series of Executive Orders that surround them:
6073- Re-opening of Banks. Embargo on Gold Payments and Exports, and Limitations on Foreign Exchange Transactions. March 10,1933
6011- Transactions in foreign exchange are permitted under the Governmental Supervision. April 20, 1933.
6102- Forbidding of hoarding of gold coin, gold bullion and gold certificates. April 5, 1933.

On December 23, 1913, Congress had passed "An Act to provide for the establishment of Federal reserve banks, to furnish an elastic currency, to afford a means of rediscounting commercial paper, to establish a more effective supervision of banking in the United States, and for other purposes." The Act is commonly known as the "Federal Reserve Act."

One of the purposes for enacting the Federal Reserve Act was :

(3) to authorize 'hypothecation' of obligations including "United States bonds or other securities which Federal Reserve Banks are authorized to hold" under 12 USC, ch. 6, 38 Stat. 251 sect 14(a).

The term "hypothecation" as stated in sec. 14(a) of the Act is defined :

"1. Banking. Offer of stocks, bonds, or other assets owned by a party other than the borrower as collateral for a loan, without transferring title. If the borrower turns the property over to the lender who holds it for safekeeping, the action is referred to as a pledge. If the borrower retains possession, but gives the lender the right to sell the property in event of default, it is a true hypothecation.

2. Securities. The pledging of negotiable securities to collateralize a broker's margin loan. The broker pledges the same securities to a bank as collateral for a broker's loan, the process is referred to as re-hypothecation." (Dictionary of Banking Terms, Fitch pg. 228 (1997).

As seen from the definitions, in hypothecations there is an equitable risk to the actual owner.

Section 16 of the current Federal Reserve Act, which is codified at 12 USC 411, declares that "Federal Reserve Notes" are "obligations of the United States. Therefore, the "full faith and credit" of the United States: which is the substance of the American citizenry; their real property, wealth, assets and productivity that belongs to them, is hypothecated and re-hypothecated by the United States to its obligations as well as to the Federal Reserve for the issuance and backing of Federal Reserve Notes as legal tender "for all taxes, customs and other public dues."

TITLE 12> CHAPTER 3> SUBCHAPTER XII> Sec. 411

Sec. 411.- Issuance to reserve banks; nature of obligation; redemption

Federal Reserve Notes, to be issued at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to the Federal Reserve banks through the Federal Reserve agents as herein set forth and for no other purpose, are authorized. The said notes shall be obligations of the United States and shall be received by all national and member banks and Federal Reserve banks and for all taxes, customs and other public dues. The commerce and credit of the nation continues on today under financial reorganization (Bankruptcy) as it has since 1933, still backed by the assets and wealth of the American people: at risk for the government's obligations and currency.

Under the 14th Amendment and numerous Supreme Court precedents, as well as in equity, Private property cannot be taken or pledged for public use without just compensation, or due process of law. The United States cannot pledge or risk the property and wealth of the American people, for any government purpose without legally providing them remedy to recover what is due them on their risk.

This principle is so well established in English common law and in the history of American jurisprudence. The 14th Amendment provides: "no person shall be deprived of....property without due process of law." The courts have long ruled to have one's property legally held as collateral or surety for a debt even when he still owns it and still has is to deprive him of it since it is at risk and could be lost for the debt at any time. The United States Supreme Court said in United States vs Russell [13 Wall, 623,627] "Private property, the Constitution provides, shall not be taken for public use without just compensation."

The right of subrogation is not founded on contract. It is a creature of equity; is enforced solely for the purpose of accomplishing the ends of substantial justice; and is independent of any contractual relations between the Parties." Memphis & L.R.R. Co. vs Dow, 120 U.S. 287,301-302 (1887)

The rights of a surety to recover on his risk or loss when standing for the debts of another was affirmed again as late as 1962 in Pearlman vs Reliance Ins. Co., 371 U.S. 132 when the court said ..."sureties compelled to pay debts for their principal have been deemed entitled to reimbursement, even without a contractual promise....and probably there are few doctrines better established...."
Black's Law Dictionary, 5th Ed, defines "surety": "One who undertakes to pay or do any other act in event that his principal fails therein. Everyone who incurs a liability in person or in estate for the benefit of another, without sharing in the consideration, stands in the position of a surety."

Constitutionally and in the laws of equity, the United States could not borrow or pledge the property and wealth of the American people, put at risk as collateral for its currency and credit, without legally providing them equitable remedy for recovery of what is due them. The United States did not violate the law or the Constitution in order to collateralize its financial reorganization. But, did in fact provide such a legal remedy so that it has been able to continue on since 1933 to hypothecate and re-hypothecate the private wealth and assets of the American people, at risk backing the government's obligations and currency, by their implied consent, through the government having provided such remedy, as defined and codified above, for recovery of what is due them on their assets and wealth at risk. The provisions for this are found in the same act of Public Policy, HJR 192, public law 73-10 that suspended the gold standard for our currency, abrogated the right to demand payment in gold, and made the Federal Reserve notes, for the first time, legal tender 'backed by the substance or credit of the nation.' All U.S. currency since that time is no more than credit against the real property and wealth of the sovereign American people, taken and/or pledged by the United States to its secondary creditors as security for its obligations. Consequently, those backing the nation's credit and currency could not recover what was due them by anything drawn on the Federal Reserve notes without expanding their risk and obligation to themselves. Any recovery payments backed by this currency would only increase the public debt the American people are collateral for, which an equitable remedy was intended to reduce, and in equity would not satisfy anything.

There are other serious limitations on our present system. Since the institution of these events, for practical purposes of commercial exchange, there has been no actual money of substance in circulation by which debt owed from one party to another can actually be repaid.

The Federal Reserve Notes, although made legal tender for all debts, public and private in the re-organization, can only discharge debt. Debt must be 'paid' with value or substance (gold, silver, barter, labor, or a commodity). For this reason HJR 192, Public law 73-10, which established the public policy of our current monetary system, repeatedly uses the term of 'discharge' in conjunction with 'payment' in laying out public policy for the new system. A debt currency system cannot 'pay' debt. Since 1933 to present, commerce in the corporate United States and among sub-corporate subject entities has had only debt note instruments by which debt can be discharged and transferred in different forms. The unpaid debt, created and/or expanded by the plan now carries a public liability for collection in that when debt is discharged with debt instruments, (i.e. Federal Reserve Notes, etc.), by

our commerce, *debt is inadvertently expanded instead of being cancelled*, thus increasing the public debt, a situation fatal to any economy.

Congress and government officials who orchestrated the public laws and regulations that made the financial reorganization anticipated the long term effect of a debt based financial system which many in government feared, and which we face today in servicing the interest on trillions of dollars in U.S. Corporate public debt, and in this same act made provisions not only for the recovery remedy to satisfy equity to its Sureties, but to simultaneously resolve this problem as well.

Since it is, in fact, the real property and wealth of the American people that is the substance backing all the other obligations, currency and credit of the United States and such currencies could not be used to reduce its obligations for equity interest recovery to its Principals and Sureties, HJR 192, public law 73-10 further made the "notes of national banks" and "national banking associations" on par with its other currency and legal tender obligations.

TITLE 31> SUBTITLE IV> CHAPTER 51> SUBCHAPTER I Sec. 5103 says:
Legal Tender – United States coins and currency (including Federal Reserve Notes and circulating notes of Federal Reserve Banks and national banks) are legal tender for all debts, public charges, taxes and dues. This legal definition for 'legal tender' was first established in HJR 192 in the same act that made Federal Reserve Notes and notes of national banking associations legal tender.

Public Policy HJR 192
JOINT RESOLUTION TO SUSPEND THE GOLD
STANDARD AND ABROGATE THE GOLD CLAUSE
JUNE 5, 1933
HJR 192 73RD Congress, 1st Session

Joint Resolution to assure uniform value to the coins and currency of the United States

As used in this resolution, the term "obligation" means an obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term 'coin or currency' means coin or currency of the United States, including Federal Reserve Notes and circulating notes of Federal Reserve Banks and national banking associations.

All coins and currencies of the United States (including Federal Reserve Notes and circulating notes of Federal Reserve Banks and national banking associations) heretofore and hereafter coined or issued, shall be legal tender for all debt, public and private, public charges, taxes, duties and dues."

Although HJR 192 has been since repealed, UCC 10-104 Un-repeals the resolution as the United States cannot deny or withhold remedy from the American people as long as their economic system remains collateralized by the wealth and assets of the American people.

TITLE 12.221 Definitions – "The terms 'national bank' and 'national banking associations' ....shall be held to be synonymous and interchangeable." The term "notes of national banks or national banking associations" have been continuously maintained in the official definition of legal tender since June 5, 1933 to present, when the term had never been used to define 'currency' or 'legal tender' before that time. Prior to 1933 the forms of currency in use that were legal tender were many and varied: United States Gold Certificates, United States Notes, Treasury Notes, Interest bearing notes, Gold coins of the United States, Standard silver dollars, subsidiary silver coins, minor coins, commemorative coins, but, the list did not include Federal Reserve Notes or notes of national banks or national banking associations despite the fact national bank notes were a common medium of exchange or 'currency' and had been, almost since the founding of our banking system and were backed by United States bonds or other securities on deposit for the bank with the U.S. Treasury.

Further, from the time of their inclusion in the definition they have been phased out until presently all provisions in the United States Code pertaining to ***incorporated federally chartered National Banking institutions*** issuing, redeeming, replacing and circulating notes have all been repealed. As stated in "Money and Banking", 4th Ed., by David H. Friedman, published by the American Bankers Association, page 78, "Today commercial banks no longer issue currency...."
It is clear that the federally incorporated banking institutions subject to the restrictions and repealed sections of Title 12, are NOT those primarily referred to maintained in the current definitions of "legal tender."

The legal statutory and professional definitions of 'banks', 'banking', and 'banker' used in the United States Code of Federal Regulations are not those commonly understood for these terms and have made statutory definition of "Bank" accordingly:
UCC 4-105 Part 1 - Bank "means a person engaged in the business of banking,"
12 CFR Sec. 229.2 Definitions (e) Bank means – "the term bank also includes any person engaged in the business of banking,"
12 CFR Sec. 210.2 Definitions. (d) "Bank means any person engaged in the business of banking."
Title 12 USC Sec. 1813 –Definitions of Bank and Related Terms.- (1) Bank- The term "Bank" – (a) "means any national bank, state bank, and district bank, and any federal branch and insured branch;"
Black's Law Dictionary, 5th Edition, page 133 defines a "Banker" as " In general sense, person that engages in the business of banking. In narrower meaning, a private person....; who is engaged in the business of banking without being incorporated. Under some statutes, an individual banker, as distinguished from a "private banker", is a person who, having complied with the statutory requirements, has received authority from the state to engage in the business of banking, while a 'private banker' is a person engaged in banking without having any special privileges or authority from the state."
"**Banking**" Is partly and optionally defined as "The business of issuing notes for circulation....., negotiating bills."
Black's Law Dictionary, 5th Edition, page 133, defines "Banking" "The business of banking, as defined by law and custom, consists in the issue of notes.....intended to circulate as money....."
And defines a "**Banker's Note**" as "A commercial instrument resembling a bank note in every particular except that it is given by a 'private banker' or unincorporated national banking institution." Federal statute does not specifically define 'national bank' and 'national banking association' in those sections where these uses are legislated on to exclude a private banker or unincorporated banking institution. It does define these terms to the exclusion of such persons in the chapters and sections where the issue and circulation of notes by national banks has been repealed or forbidden.

In the absence of a statutory definition, the courts give terms their ordinary meaning. Bass, Terri L. vs Stolper, Koritzinski, 111 F.3rd 1325, 7th Cir.Apps. (1996) As the U.S. Supreme Court noted, "We have stated time and again that courts must presume that a legislature says in a statute what it means and means in a statute what it says there." See e.g., United States vs Ron Pair Enterprises, Inc. 489 U.S. 235, 241-242 (1989) "The legislative purpose is expressed by the ordinary meaning in the words used." Richards vs United States 369 U.S. 1 (1962)

The legal definitions relating to 'legal tender' have been written by congress and maintained as such to be both exclusive, where necessary, and inclusive, where appropriate, to provide in its statutory definitions of legal tender for the inclusion of all those, who by definition of private, unincorporated persons engaged in the business of banking to issue notes against the obligation of the United States for recovery on their risk, whose private assets and property are being used to collateralize the obligations of the United States since 1933, as collectively and nationally constituting a legal class of persons being a "national bank" or "national banking association" with the rights to issue such notes against the obligations of the United States for equity interest recovery due and accrued to these Principals and

Sureties of the United States backing the obligations of U.S. currency and credit; as a means for the legal tender discharge of lawful debts in commerce as remedy due them in conjunction with U.S. obligations to the discharge of that portion of the public debt, which is provided for in the present financial reorganization still in effect and ongoing since 1933. [12 USC 411, 18 USC 8, 12 USC; ch. 6, 38 Stat. 251 Sect 14(a), 31 USC 5118, 3123 with rights protected under the 14th Amendment of the United States Constitution, by the U.S. Supreme Court in U.S. vs Russell (13 Wall, 623, 627), Pearlman vs Reliance Ins. Co., 371 U.S. 132, 136, 137 (1962), US vs Hooe, 3Cranch (US) 73 (1805) and in conformity with the U.S. Supreme Court 79 US 287 (1870), 172 U.S. 48 (1898), and as confirmed at 307 U.S. 247 (1939)]
HJR 192, public law 73-10 further declared...."every provision... which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency....is declared against public policy; and no such provision shall be...made with respect to any obligation hereafter incurred."

Making way for discharge and recovery on U.S. corporate public debt due the Principals and Sureties of the United States providing as public policy for the discharge of 'every obligation', including every obligation of and to the United States, 'dollar for dollar', allowing those backing the United States financial reorganization to recover on it by discharging an obligation they owe to the United States or its sub-corporate entities, against that same amount of obligation of the United States owed to them; thus providing the remedy for the discharge and orderly recovery of equity interest on U.S. corporate public debt due the Sureties, Principals and Holders of the United States, discharging that portion of the public debt without expansion of credit, debt or obligation on the United States or these its prime creditors it was intended to satisfy equitable remedy to, but gaining for each bearer of such note, discharge of obligation equivalent in value 'dollar for dollar' to any and all 'lawful tender of the United States."

Those who constitute an association nationwide of private, unincorporated persons engaged in the business of banking to issue notes against these obligations of the United States due them; whose private property is at risk to collateralize the government's debt and currency, by legal definition, a 'national banking association'; such notes, issued against these obligations of the United States to that part of the public debt due its Principals and Sureties and required by law to be accepted as 'legal; tender' of payment of all debts, public and private, and are defined in law as 'obligations of the United States', on the same par and category with Federal Reserve Notes and other currency and legal tender obligations.

Under this remedy for discharge of the public debt and recovery to its Principals and Sureties, two debts that would have been discharged in Federal Reserve debt note instruments or checks drawn on the same, equally expanding the public debt by those transactions, are discharged against a single public debt of the corporate United States and its sub-corporate entities to its prime creditor without the expansion and use of Federal Reserve debt note instruments as currency and credit, and so, without the expansion of the public debt and debt instruments in the monetary system and the expansion of the public debt as burden upon the entire financial system and its Principals and Sureties the recovery remedy was intended to relieve.

Their use is for the discharge and non-cash accrual reduction of U.S. Corporate public debt to the Principals, Sureties, Prime Creditors and Holders of it as provided in law and the instruments will ultimately be settled by adjustment and set-off in discharge of a bearers obligation to the United States against the obligation of the United States for the amount of the instrument to the original creditor it was tendered to or whomever or whatever institution may be the final bearer and holder in due course of it, again, thus discharging that portion of the public debt without expansion of credit, debt or note on the prime creditors of the United States it was intended to satisfy equitable remedy to, but gaining for each endorsed bearer of it discharge of obligation equivalent in value, 'dollar for dollar' of currency, measurable in 'lawful money of the United States.'

Even though the gold clause has been repealed, there still remains no currency of value or substance or gold coin in circulation today with which to pay a debt. The law does not allow for

impossibilities. But even this did not repeal or remove our remedy which equity demands for the Principals and Sureties of the United States. The practical evidence and fact of the financial reorganization (bankruptcy) of the United States is still ongoing today, visible all around us to see and understand. When Treasury Notes come due, they are not paid. They are refinanced by new Treasury Bills and Notes to back the currency and cover the debts....something that cannot be done with debt, unless, the debtor is protected by bankruptcy reorganization that is regularly restructured to keep it going. Each time the Federal debt ceiling is raised by Congress they are restructuring the bankruptcy reorganization of the government's debt so that commerce may continue on. ***The recovery remedy is maintained in law because it has to be to satisfy equity to its prime creditors.***

11) ***The Secretary is hereby instructed*** to:

A) Immediately execute the chargeback(s) to charge the account;

B) Ensure that all paperwork is in order and in place for the immediate activation of said account;

C) Make the financial adjustments to the account to reflect a zero balance in accordance with International bankruptcy law;

D) Settle and close all accounts as presented in accordance with Reg. Z, and make the return of the property to the Principle.

E) **Activate Federal Reserve Account number 06-50913806 with Routing numbers as follows:**

I) Cashier Checks/Certified Checks	**Cleveland FRB**	**0410-0001-4**
II) E-Checks	**Atlanta FRB**	**0610-0014-6**
III) Fed-Wire	**Atlanta FRB**	**0610-0014-6**

JAMES THOMAS MCBRIDE 296520781 shall operate as a national banking association, always operating in good faith and complete transparency. All Notes shall be issued in accordance with prevailing International Banking Law and the Uniform Commercial Code; shall employ the use of MICR technology and available security technologies to ensure the integrity and security of the instruments. All negotiable instruments issued by JAMES THOMAS MCBRIDE shall clearly identify the account name and account number as well as the appropriate routing numbers for efficient negotiation of the instrument. The Department of the U.S. Treasury shall receive a 'signature card' (see attached signature card) and official 'seal' which shall be used to validate all notes and other instruments issued by JAMES THOMAS MCBRIDE a national banking association.

JAMES THOMAS MCBRIDE 296520781 operating as a national banking association shall timely provide to the Department of the U.S. Treasury, a copy of each instrument issued with attached 'Accepted For Value' Presentment and a copy of Form 1099-A for the accounting of the transfer of the asset back to the Principle.

The Secretary shall have 72 hours to officially dishonor this presentment, identifying any and all deficiencies herein which might block, delay or otherwise hinder the immediate activation of said account, in affidavit form and returned to the Real party in Interest at the post location noted above, affording the Presenter an opportunity to cure all deficiencies. Failure to officially dishonor this presentment in accordance with prevailing law shall constitute acceptance of the presentment, a contract, and acceptance of the terms and conditions contained herein.

The Secretary shall have 72 hours to activate said account in accordance with the Truth In Lending Act and Regulation Z. Failure to activate said account, within 72 hours, shall constitute a DEFAULT and Breach of Contract, Breach of Fiduciary Duty.

The execution of the 'Original Contract' by the UNITED STATES constitutes a waiver of Sovereign Immunity in accordance with the Clearfield Doctrine and the UNITED STATES shall operate under the laws of contract, doing business on business terms.

Acceptance of the Presentment, without objection, dispute or dishonor shall constitute acceptance and stipulation by the UNITED STATES to the terms and conditions of the Presentment and constitute an estoppel in pais and a waiver by the UNITED STATES of any and all rights which may exist, to rebut, traverse or object to the Presentment, having had the opportunity to Plead and/or object and having failed to Plead and/or offer documentary evidence to establish the record.

In the event of DEFAULT , said DEFAULT shall constitute consent by the UNITED STATES to the jurisdiction of the U.S. Court of International Trade under Article III jurisdiction or jurisdiction most favorable to the Creditor and agree to comply with the accepted principles of estoppel and hereby waive any and all right to rebut, challenge or object to a writ for Mandamus before the U.S. Court of International Trade, or any court of competent jurisdiction, and agree to confess judgment in accordance with the concept of estoppel and agree to waive any and all objections to an x- parte petition for issue of a writ for mandamus and do hereby consent to the issue thereupon.

Executed this 14th day of May, 2009.

By James Thomas McBride
James Thomas: McBride Creditor

On the 14th day of May, 2009 a man appeared before me, a Notary Public in the County of Franklin, State of Ohio, identified himself to my satisfaction to be James Thomas: McBride, attested and affirmed upon his own unlimited commercial liability that the foregoing is true, correct, complete and not misleading to the best of his present knowledge and belief and affixed his signature hereto.

Paula J Kennedy
Notary signature

My commission expires on 05/07/13

(Stamp/seal)

Paula J Kennedy
Notary Public
In And For the
State of Ohio
My Commission Expires
May 7, 2013