

The Federal Gizmo

By James McGuire
9/16/11

Rob Peter to hide the fed's fraud, and maybe pay Paul somewhere in the future. If Peter had nothing of value to steal, then Paul never will be paid. When Wimpy of Popeye begs for a hamburger today with promises to pay for it on Tuesday, one would have to wonder if a Tuesday would need to be Sunday of the year 2525.

The Securities and Exchange Commission's "ORDER EXEMPTING THE FEDERAL RESERVE BANK OF NEW YORK, MAIDEN LANE LLC AND THE MAIDEN LANE COMMERCIAL MORTGAGE BACKED SECURITIES TRUST 2008-1 FROM BROKER-DEALER REGISTRATION¹" dated April 9, 2010 as Release No. 34-61884 states in part:

As a condition of the DPO, the other lenders that are participating in the DPO (together with Maiden Lane, the "Restructuring DPO Sellers") would have the opportunity to recoup some of their losses by participating in an offering of the common equity of Hilton (the "Offering") at some future date.

Cock-a-doodle-do! *"Phrase attributed to 1930s movie star Carole Lombard after being exposed as having an adulterous affair with Clark Gable."*

The SEC order spherically states: *"Maiden Lane, Maiden Lane LLC and the Fed-NY are not registered as broker-dealers, and are not affiliated with a registered broker-dealer."* The Wall Street Journal published an article² on September 16, 2011 stating the World's leading Central Banks have executed a coordinated effort to pour dollars into the European economy. What dollars? As previously written, all the printed paper tangible money available to the world is accounted for;

¹ <http://sec.gov/rules/exorders/2010/34-61884.pdf>

² <http://online.wsj.com/article/SB10001424053111904060604576572442555810356.html>

therefore it is not dollars that is being offered as loans to the banks but that of inflated binary book-entry numbers made up of ones and zeros.

Pip Gizmo's. It's obvious that the secondary market will suffer losses of several trillion dollars... The powers will one day realize that nothing beyond God's intervention will prevent this loss. The powers attempted to save the primary market from failure but allowed the nightmare of the secondary market to crepitate. When proven all was a conceived fraudulent plan, there will be those who will feel the snap, crackle and pop under the rattling bars of justice.

So long as gravity is a factor, what goes up will come down. So long as the world turns, justice and the will of the people will eventually rule the day. Without sufficient power to sustain rotation, ferris wheels and merry-go-rounds will quit going around in circles. In short, the Central Banks have insufficient monetary power to sustain the inflated binary book-entry dollars to keep the secondary markets' PIPs on the upside of the Ferris wheel.

The proverb, "As a dog returns to its vomit, so a fool repeats his folly," explains why Congress would devour Re-Fried Cotton-Candy on their own Twirl-the-World! Americans will ditch Congress's circle jerk³ in 2012 in favor of a new merry-go-round. Only 6% of Congress shows promise to be re-elected, as reported by media; therefore, it's time for a new Congress. Currently shown on the authors re-elect list⁴, 26 in the House of Representatives should remain and only 6 in the Senate.

Lest people of the world not forget, no not circumnavigate God's will,

Life he gives and Life he will take, so goes the merry-go-round of life.

³ pompous, self-congratulatory discussion where little to no progress is made. <http://www.urbandictionary.com/define.php?term=circlejerk>

⁴ <http://www.scribd.com/doc/60568893/Constituent-List-9-6-2011-Update>

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Rob Peter to hide the fed's fraud, and maybe that pays Paul somewhere in the future. If Peter had nothing of value to steal, then Paul never will be paid. When Wimpy of Popeye begs for a hamburger today with promises to pay for it on Tuesday, one would have to wonder if the correct Tuesday would ever appear, even in the cartoon calendar. The Securities and Exchange Commission's "ORDER EXEMPTING THE FEDERAL RESERVE BANK OF NEW YORK, MAIDEN LANE LLC AND THE MAIDEN LANE COMMERCIAL MORTGAGE BACKED SECURITIES TRUST 2008-1 FROM BROKER-DEALER REGISTRATION¹" dated April 9, 2010 as Release No. 34-61884 states in part:

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printed paper tangible money available to the world is already accounted for; Dollars are not being lent to banks. These alleged dollars being poured into the EU are instead inflated binary book-entry numbers.

It's obvious that the primary market will suffer losses of several trillion dollars. The powers to be have realized that nothing beyond God's intervention will prevent this loss. The powers crepitated to attempt to save the primary market; failures in the secondary market crept up. When proven that all is a pre-conceived fraudulent plan, there will be those who will personally feel the snap, crackle and pop under the rattling bars of justice.

So long as gravity is a factor, what goes up will come down. So long as the world turns, justice and the will of the people will eventually rule the day. Without sufficient power to sustain rotation, ferris wheels and merry-go-rounds will quit going around in circles.

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Congress devours Re-Fried Cotton-Candy on their Twirl-the-World. Americans will ditch Congress's circle jerk³ in 2012 in favor of a new merry-go-round.

Only 6% of Congress shows promise to be re-elected as reported by media, therefore, it's time for a new Congress. Only 26 in the House of Representatives should remain and only 6 in the Senate. See my Yea and Nay re-elect list.⁴

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Franklin's UCC §9-203 Gizmo

Dr. Benjamin Franklin (January 17, 1706 – April 17, 1790) was one of the founding fathers of the United States of America. Franklin was a notable scientist and inventor as well a leading author, printer, political theorist, politician, postmaster, musician, satirist, civic activist, statesman, and diplomat.¹

Like Franklin, our other founding fathers were steeped in education having studied religion, law, Latin, Greek, romance languages, history, sciences, medicine, education, the ancients, politics, poetry, the arts, oration, the classics and fields of learning so that their educations represented the knowledge of learned men of their day. In the two hundred and twenty two (222 or CCXXII) years between 1776 and 1998, the year when sections of the Glass-Steagall Act were repealed, there was an exponential increase of information across and beyond the spectrum of knowledge known to our Founding Fathers. So great has been this spectacular growth in almost all areas that sub-specializations and compartmentalization to help accommodate the well-spring of information has grown. It is arguable if any area has proliferated as greatly, however, as Law since the founding of the United States. Fact: The repeal of the Glass-Steagall Act did occur. Fact: The word “Wisdom” appears 222 times in the King James Version of the Bible. Coincidence? Where God is involved, anything is possible.

In the years following 1998, industry applied advances in science, and as a secondary result the internet expanded beyond business and into the homes of millions. No longer are the American people dependent upon mainstream media or governments for obtaining truth and fact as the business world's veil of compartmentalization has been pierced by their own obstinacies.

“Government implies the power of making laws. It is essential to the idea of a law, that it be attended with a sanction; or, in other words, a penalty or punishment for disobedience. If there be no penalty annexed to disobedience, the resolutions or commands which pretend to be laws will, in fact, amount to nothing more than advice or recommendation.”²

¹ http://en.wikipedia.org/wiki/Benjamin_Franklin

² <http://www.constitution.org/fed/federa15.htm>

UCC §9-203 Gizmo

UNIFORM COMMERCIAL CODE - ARTICLE 9 SECURED TRANSACTIONS; SALES OF ACCOUNTS AND CHATTEL PAPER (Selected Excerpts)

§ 9-104. Transactions Excluded From Article.

This Article does not apply

- (j) except to the extent that provision is made for fixtures in Section 9-313, to the creation or transfer of an interest in or lien on real estate, including a lease or rents thereunder; or

§ 9-102. Policy and Subject Matter of Article.

(2) This Article applies to security interests created by contract including pledge, assignment, chattel mortgage, chattel trust, trust deed, factor's lien, equipment trust, conditional sale, trust receipt, other lien or title retention contract and lease or consignment intended as security. This Article does not apply to statutory liens except as provided in Section 9-310.

Yeow Gizmo! There is difference between a real property lien securing a note and a security securing a Security Interest!

Will have to appreciate those lien theory states that use a Deed of Trust (lien) which also usually are the non-judicial foreclosure states and this writing does not address Mortgages used in title theory states.

To answer the question we first must understand that a lien applied to real property in lien theory states is normally governed by state lien laws. The paper lien document itself is a tangible as is the paper indebtedness to which the lien attaches and together they thusly create a secured indebtedness. In the parlance of the mortgage industry, the secured indebtedness would be considered the Mortgage; in lien theory states this Mortgage would be considered the tangible personal property of an alleged secured party. It is this tangible personal property that is used as collateral for the securitized secondary market securities.

As the paper tangibles of the Mortgage are not under governance of the Uniform Commercial Code Article 9: SECURED TRANSACTIONS; SALES OF ACCOUNTS AND CHATTEL

PAPER we must determine what parts of a Mortgage fall under Article 9. In listening to oral argument before the Arizona Supreme Court, counsel for Saxon Mortgage claimed a Deed of Trust automatically follows the Note when negotiated per Revised Article 9. As Saxon Mortgage's Counsel's stated; a Deed of Trust automatically follows a note, but Bank's Counsel fails to identify what Note, (The Tangible Note or the Intangible Securities Certificate), and as such created a paradox, and in next few paragraphs I shall attempt explain why.

Uniform Commercial Code Article 9 only addresses an Intangible Security Interest in the Intangible Payment Stream as collected from payments on the Mortgage(s). Perfection of the collateral securing the payment stream must be in accordance with most Securitization Agreements, if not, a possible IRS violation may exist, as the underlying Mortgage should be in compliance with state laws and the securities Securitization Agreements. Within many of these Securitization Agreements, Section II, Conveyances of Mortgage Loans, there is requirement that the Mortgage's underlying notes' negotiations are to be True Sales and all intervening assignments are to be timely recorded in the proper jurisdiction reflecting these negotiations and these actions are for the swapping/exchange of the Security Certificates which represent a True Sale of the Mortgage(s).

Article 9 of the Uniform Commercial Code can be applied to the selling of the Security Certificates and applying Article 9 to the Intangible Payment Stream's collateral would be perfected in the Intangible Security Certificate's purchaser's name or in any subsequent purchaser's name without filing of record, but we cannot apply Article 9 to the true sales of the Mortgage(s)'s underlying Note and the assignment of its Security. Additionally, most all Deeds of Trust have verbiage that claims the laws of local jurisdiction will be governing law; therefore the Deed of Trust itself notices the Uniform Commercial Code Article 9 does not apply to a Deed of Trust.

The author has already addressed in another writing³ why negotiating a note "in blank" will not sustain a MERS agency relationship in regards to a Deed of Trust.

Many of the author's additional writings can be found at:

<http://www.scribd.com/Alviec>

³ <http://www.scribd.com/doc/45894095/Amicus-Curiae-NJ-R2-Lr1>

Gizmo's 3001 (d)

Early this morning I received an email whose content¹ was authored by Neil Garfield from Livinglie's Weblog. I do not normally allow these types of email to influence my path of writing, but this email warranted interruption. The email dealt with the Federal Rules of Evidence 901 and 902. The following was stated within Garfield's email:

"Judge Case' 'New Rules" say as follows, citing In Re VEAL: "A party seeking stay relief in order to enforce a secured obligation against real property has the burden of making a colorable showing that it has standing to enforce the note and deed of trust or mortgage. To meet this burden, Movant must provide evidence, in the form of assignments, endorsements or otherwise, demonstrating that it is a person entitled to enforce the note under the Uniform Commercial Code as well as a complete chain of title of the beneficial interest under the deed of trust or mortgage."

Where I am one that understands, I will partially disagree with Garfield and agree with Judge Case only in regard to "Burden". Where one understands laws involving securitization, Uniform Commercial Code, state laws concerning lien perfection in public records and assignment of lien perfection, which in many cases exposes fraud, gathering evidence establishing proof is not difficult but tedious.

Rule 3001 (d) mimics the Federal Rules of Evidence 901 and 902.

Federal Rules of Bankruptcy Procedure

PART III—CLAIMS AND DISTRIBUTION TO CREDITORS AND EQUITY INTEREST HOLDERS; PLANS: Rule 3001. Proof of Claim

(a) Form and content.

¹ <http://livinglies.wordpress.com/2011/09/27/new-rules-in-judge-case-court-federal-rules-of-evidence/>

A proof of claim is a written statement setting forth a creditor's claim. A proof of claim shall conform substantially to the appropriate Official Form.

(b) Who may execute.

A proof of claim shall be executed by the creditor or the creditor's authorized agent except as provided in Rules 3004 and 3005.

(c) Claim based on a writing.

When a claim, or an interest in property of the debtor securing the claim, is based on a writing, the original or a duplicate shall be filed with the proof of claim. If the writing has been lost or destroyed, a statement of the circumstances of the loss or destruction shall be filed with the claim.

(d) Evidence of perfection of security interest.

If a security interest in property of the debtor is claimed, the proof of claim shall be accompanied by evidence that the security interest has been perfected.

(e) Transferred claim.

(1) Transfer of claim other than for security before proof filed. If a claim has been transferred other than for security before proof of the claim has been filed, the proof of claim may be filed only by the transferee or an indenture trustee.

(2) Transfer of claim other than for security after proof filed. If a claim other than one based on a publicly traded note, bond, or debenture has been transferred other than for security after the proof of claim has been filed, evidence of the transfer shall be filed by the transferee. The clerk shall immediately notify the alleged transferor by mail of the filing of the evidence of transfer and that objection thereto, if any, must be filed within 21 days of the mailing of the notice or within any additional time allowed by the court. If the alleged transferor files a timely objection and the court finds, after notice and a hearing, that the claim has been transferred other than for security, it shall enter an order substituting the transferee for the transferor. If a timely objection is not filed by the alleged transferor, the transferee shall be substituted for the transferor.

(3) Transfer of claim for security before proof filed. If a claim other than one based on a publicly traded note, bond, or debenture has been transferred for security before proof of the claim has been filed, the transferor or transferee or both may file a proof of claim for the full amount. The proof shall be supported by a statement setting forth the terms of the transfer. If either the transferor or the transferee files a proof of claim, the clerk shall immediately notify the other by mail of the right to join in the filed claim. If both transferor and transferee file proofs of the same claim, the proofs shall be consolidated. If the transferor or transferee does not file an agreement regarding its relative rights respecting voting of the claim, payment of dividends thereon, or participation in the administration of the estate, on motion by a party in interest and after notice and a

hearing, the court shall enter such orders respecting these matters as may be appropriate.

(4) *Transfer of claim for security after proof filed.* If a claim other than one based on a publicly traded note, bond, or debenture has been transferred for security after the proof of claim has been filed, evidence of the terms of the transfer shall be filed by the transferee. The clerk shall immediately notify the alleged transferor by mail of the filing of the evidence of transfer and that objection thereto, if any, must be filed within 21 days of the mailing of the notice or within any additional time allowed by the court. If a timely objection is filed by the alleged transferor, the court, after notice and a hearing, shall determine whether the claim has been transferred for security. If the transferor or transferee does not file an agreement regarding its relative rights respecting voting of the claim, payment of dividends thereon, or participation in the administration of the estate, on motion by a party in interest and after notice and a hearing, the court shall enter such orders respecting these matters as may be appropriate.

(5) *Service of objection or motion; notice of hearing.* A copy of an objection filed pursuant to paragraph (2) or (4) or a motion filed pursuant to paragraph (3) or (4) of this subdivision together with a notice of a hearing shall be mailed or otherwise delivered to the transferor or transferee, whichever is appropriate, at least 30 days prior to the hearing.

(f) Evidentiary effect.

A proof of claim executed and filed in accordance with these rules shall constitute prima facie evidence of the validity and amount of the claim.

(g) *To the extent not inconsistent with the United States Warehouse Act or applicable State law, a warehouse receipt, scale ticket, or similar document of the type routinely issued as evidence of title by a grain storage facility, as defined in section 557 of title 11, shall constitute prima facie evidence of the validity and amount of a claim of ownership of a quantity of grain.*

If I were a market person, I would bet many of the United States Bankruptcy Judges will rule according to law.

GOD'S & MAN'S

UCC Gizmo § 3-203

TRANSFER OF INSTRUMENT; RIGHTS ACQUIRED BY TRANSFER

- *(a) An instrument is transferred when it is delivered by a person other than its issuer for the purpose of giving to the person receiving delivery the right to enforce the instrument.*
- *(b) Transfer of an instrument, whether or not the transfer is a negotiation, vests in the transferee any right of the transferor to enforce the instrument, including any right as a holder in due course, but the transferee cannot acquire rights of a holder in due course by a transfer, directly or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument.*
- *(c) Unless otherwise agreed, if an instrument is transferred for value and the transferee does not become a holder because of lack of indorsement by the transferor, the transferee has a specifically enforceable right to the unqualified indorsement of the transferor, but negotiation of the instrument does not occur until the indorsement is made.*
- *(d) If a transferor purports to transfer less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no rights under this Article and has only the rights of a partial assignee.*

Dissecting the UCC § 3-203 Gizmo Transfer (Investor POV)

- (a) An instrument is transferred when it is delivered by a person other than its issuer for the purpose of giving to the person receiving delivery the right to enforce the instrument.

PART 2. NEGOTIATION, TRANSFER, AND INDORSEMENT

§ 3-201. *NEGOTIATION.*

(a) "Negotiation" means a transfer of possession, whether voluntary or involuntary, of an instrument by a person other than the issuer to a person who thereby becomes its holder.

(b) Except for negotiation by a remitter, if an instrument is payable to an identified person, negotiation requires transfer of possession of the instrument and its indorsement by the holder. If an instrument is payable to bearer, it may be negotiated by transfer of possession alone.

§ 3-204. *INDORSEMENT.*

(b) "Indorser" means a person who makes an indorsement.

(c) For the purpose of determining whether the transferee of an instrument is a holder, an indorsement that transfers a security interest in the instrument is effective as an unqualified indorsement of the instrument.

§ 3-205. *SPECIAL INDORSEMENT; BLANK INDORSEMENT; ANOMALOUS INDORSEMENT.*

(a) If an indorsement is made by the holder of an instrument, whether payable to an identified person or payable to bearer, and the indorsement identifies a person to whom it makes the instrument payable, it is a "special indorsement." When specially indorsed, an instrument becomes payable to the identified person and may be negotiated only by the indorsement of that person. The principles stated in Section 3-110 apply to special indorsements.

(b) If an indorsement is made by the holder of an instrument and it is not a special indorsement, it is a "blank indorsement." When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed.

(c) The holder may convert a blank indorsement that consists only of a signature into a special indorsement by writing, above the signature of the indorser, words identifying the person to whom the instrument is made payable.

- (b) Transfer of an instrument, whether or not the transfer is a negotiation, vests in the transferee any right of the transferor to enforce the instrument, including any right as a holder in due course, but the transferee cannot acquire rights of a holder in due course by a transfer, directly or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument.

§ 3-416. *TRANSFER WARRANTIES.*

(a) A person who transfers an instrument for consideration warrants to the transferee and, if the transfer is by indorsement, to any subsequent transferee that:

- (1) the warrantor is a person entitled to enforce the instrument;
- (2) all signatures on the instrument are authentic and authorized;
- (3) the instrument has not been altered;
- (4) the instrument is not subject to a defense or claim in recoupment of any party which can be asserted against the warrantor; and

(5) the warrantor has no knowledge of any insolvency proceeding commenced with respect to the maker or acceptor or, in the case of an unaccepted draft, the drawer; and

(6) with respect to a remotely-created consumer item, that the person on whose account the item is drawn authorized the issuance of the item in the amount for which the item is drawn.

(b) A person to whom the warranties under subsection (a) are made and who took the instrument in good faith may recover from the warrantor as damages for breach of warranty an amount equal to the loss suffered as a result of the breach, but not more than the amount of the instrument plus expenses and loss of interest incurred as a result of the breach.

(c) The warranties stated in subsection (a) cannot be disclaimed with respect to checks. Unless notice of a claim for breach of warranty is given to the warrantor within 30 days after the claimant has reason to know of the breach and the identity of the warrantor, the liability of the warrantor under subsection (b) is discharged to the extent of any loss caused by the delay in giving notice of the claim.

(d) A [cause of action] for breach of warranty under this section accrues when the claimant has reason to know of the breach.

In the ring of Mortgage Backed Securities, Negotiable Instruments were to be created as being a Secured Instrument secured by a perfected lien. Perfection of Security Interest in a Secured Indebtedness would be under governance of Uniform Commercial Code Article 9. However, the Security securing the supposed Secured Indebtedness would have been under governance of each state's lien laws. As such, several potential legal arguments arise in regards to MERS and the negotiation of the Negotiable Instrument (Note) and the security.

1. Can MERS be named as Beneficiary and Nominee on the Secured Indebtedness's security instrument? The courts will need to sort this matter out according to each state's law that governs liens.
2. For liens requiring perfection to be filed of notice in a secured party's name or by agency relationship along with Notes indorsed "in blank," there is a failure to identify any party other than the original payee. Therefore, MERS being named of record for subsequent unidentified

alleged subsequent purchaser of a Note does not transfer an agency relationship from MERS to any unknown party.

3. As the industry claims a standard to indorse the Notes in blank and with referencing UCC §3-416 we find a false impression that Note negotiation in blank would be excluded: (*UCC § 3-416. TRANSFER WARRANTIES, (a) A person who transfers an instrument for consideration warrants to the transferee and, if the transfer is by indorsement, to any subsequent transferee that:..*) such indorsements in blank would not be in compliance with most securitization procedures requiring true sales of the Note.

4. To facilitate alleged defaults in the primary markets, many allonges have been added to the Note attempting to prove up an incomplete chain of indorsements. Upon the missing indorsements being added to the Note to prove up a collection action, section §3-416 again becomes of force. Many securitized trusts or the agent are not the legal owner/holder/possessor of a properly negotiated Note, which in many cases is unsecured by operation of law with such failure of assigning perfection belonging to those that created the Trusts.

fraud or illegality affecting the instrument?

NOTICE – This writing is not legal advice nor is it a substitute for legal advice. Seek competent legal advice from a licensed practicing attorney in the appropriate jurisdiction. This writing is the author’s personal comments and should not be misconstrued as legal advice; as such the author or Hedgerow Consulting is not responsible for any loss of any tangible or intangible property.

Gizmo Wheel

By James McGuire

9/14/11

Banking, Housing, and Urban Affairs of the U.S. Senate held a hearing on September 13, 2011: **“Housing Finance Reform: Should there Be a Government Guarantee?”**

Dr. Dwight M. Jaffee, Booth Professor of Banking, Finance, and Real Estate Haas School of Business, University of California, Berkeley wrote in his written testimony¹, in part:

“My research leads me to a strong endorsement of the private markets as the preferred alternative for two reasons. First, there is strong evidence that the private markets are fully capable of carrying out all mortgage market functions to a standard substantially higher than actually experienced under the GSE regime. Second, experience indicates that a program of government guarantees of conforming residential mortgages is highly likely to leave taxpayers, once again, to pay the high costs of defaulting mortgages.”

Notices of title and credential nomenclature following named people testifying before Congress would lead to an assumption that they are learned experts in their respective fields. No argument here, they are learned.

On August 10, 2011, CNNMoney’s published article titled “Bank of America’s back-door TARP”² notes Bank of America sold servicing rights to a bunch of bad loans to Fannie Mae. Housingwire on September 13, 2011 published “Bank of

¹ http://banking.senate.gov/public/index.cfm?FuseAction=Files.View&FileStore_id=8377ff07-5819-476c-a22d-ce2d42538b16

² <http://finance.fortune.cnn.com/2011/08/10/bank-of-americas-back-door-tarp/>

America shifts West Coast foreclosures into overdrive” where the rates of foreclosure in California have increased nearly 70%.

In the past, building a computer to calculate pi to the millionth decimal point seemed important. Design and building of the Pyramids was partially achieved by using a wheel for measurement. Articles suggest that NASA only calculates spaceship orbits using seven digits of pi. How many more pi units would be required to calculate a trip to the moon? Most of us in our lifetime have ridden a ferris wheel or a merry-go-round and never gave thought to the number of pi digits involved in the design. We just wanted to go around in circles.

Compartmentalization of education in our complex society has created an ethical and legal revolving house of mirrors for which those educated in one respected field are ridiculed if they venture into another’s pasture. One does not need to be a rocket scientist to know how to stop a car at a red light. Failure to stop at a red light as required by all states could possibly result in loss to property and life.

Every square inch of America lives in freedom because of people who have paid the ultimate price of sacrificing their lives for that freedom. Man has climbed all 348,348 inches to reach the peak of Mt. Everest. On an average, to reach the moon (assuming it’s stationary), would require climbing 15,133,979,520 (15.13 Billion) inches. There are 250 U.S. One Dollar bills per inch; at that scale walking a mile would require 15,840,000 (15.8 Million) dollars or bills. Likewise 3,783,494,880,000 (3.78 Trillion) dollars or bills stacked would be required to

reach the moon. Walking from Los Angeles to New York would cost 38,709,633,660 (38.7 Billion) dollars or bills. Now that we've reached the moon, we need to visit the mechanics of the accomplishment. Impossible, but sounds good.

Proving the pudding. Stacking the bills would require one cosmically tall ladder, a ladder taller than the Tower of Babel, and having indestructible reinforced parallel left and right sides with indestructible uniformly even and parallel rungs each capable of holding Earth's wealth. Somewhere along the way primary gravitational forces would shift from earth to the moon and a method and mechanism to keep the bills from falling to the moon's surface would be required. Next, as weight increases with altitude, the base bill would be subject to crushing. An appropriate solution such as trillion-bill money fluffers would be installed to protect quality and quantity of the paper bills...Would this mechanical cash-stacker cost more to build than the 3.78 Trillion dollars it's designed to support?

Like the trillion dollar cash-stacker, PIP profits are cosmic and disproportionate. We shall allow each person to proof the market principles to see if what goes up must come down, as the ratio of population to the markets' PIP profits made are outta whack.

Maybe, hopefully, however unlikely, Congress will one day learn to see beyond the Gizmo wheel.

Gizmo's Cradle

By James McGuire

9/18/2011

Why are the monetary factors of Greece such a concern to the United States of America?

To answer the question, we need a few short lessons including a quick review of Greece, one of the cradles of European civilization before the birth of Jesus Christ. Population of Greece is approximately 11.2 million souls; the ratio of the United States of America's population of 312.2 million compared to Greece's population is 30 to 1; all of Europe's population of 857 million souls, based on a 2010 estimate, compared to Greece's population, has a ration of 80 to 1. So ends the lesson.

Gross Domestic Product

In 2009, the Gross Domestic Product of Greece was noted to be \$329.924 Billion¹ whereas the United States of Americas Gross Domestic Product was stated as \$14.12 Trillion², so the ratio of US to Greece GDP is reflecting at a 42 to 1 ratio; the GDP of Germany was \$3.33 Trillion³ so the US ratio in comparison to Germany was nearly 5 to 1. Upon analyzing the data, including the World's 2009 Gross Domestic Product of

1

http://www.google.com/publicdata/explore?ds=d5bncppjof8f9_&met_y=ny_gdp_mktp_cd&idim=country:GRC&dl=en&hl=en&q=greece+gdp#ctype=l&strail=false&nselm=h&met_y=ny_gdp_mktp_cd&scale_y=lin&ind_y=false&rdim=country&idim=country:GRC&ifdim=country&hl=en&dl=en

2

http://www.google.com/publicdata/explore?ds=d5bncppjof8f9_&met_y=ny_gdp_mktp_cd&idim=country:USA&dl=en&hl=en&q=united+states+gdp#ctype=l&strail=false&nselm=h&met_y=ny_gdp_mktp_cd&scale_y=lin&ind_y=false&rdim=country&idim=country:USA&ifdim=country&hl=en&dl=en

3

http://www.google.com/publicdata/explore?ds=d5bncppjof8f9_&met_y=ny_gdp_mktp_cd&idim=country:DEU&dl=en&hl=en&q=germany+gdp#ctype=l&strail=false&nselm=h&met_y=ny_gdp_mktp_cd&scale_y=lin&ind_y=false&rdim=country&idim=country:DEU&ifdim=country&hl=en&dl=en

\$58.26 Trillion⁴, nothing alarming appears in the primary markets, the tangible real world; but alarm must be raised in regards to the secondary market, the intangible imaginary binary book-entry world of profits that exceed \$600 Trillion. Ratio of the Secondary market to the Primary market is greater than 10 to 1.

My grandfather was part Native American Indian and in the early years of the United States of America, the Native American Indians referred to those who lied as speaking with a forked tongue, the devils' tongue. It is not nations that speak, but those individuals within the nations who claim they speak for the nations. Only after the death of those who lied to the Native Americans did individuals arise to prominence who amended the wrongs as well as they could. For those who govern for the benefit of the people, and not for self-interest or greed, tranquility and peace shall reign during the term of their office in Government.

Where the words of the learned are shunned by those who claim to be leaders, we must ask, "Are the leaders that ignorant?" United States of America's Congress is holding hearings to understand and comprehend the scale of the financial fraud, it is simple to understand why leaders of other nations would also not understand and comprehend. Why would a country wish to listen to an emissary of the United States of America while the United States of America's house is not in order? The United States has many learned and experienced scholars who do explain, but so far, those words are shunned.

Answer:

Those who speak today with forked tongues do not speak to save the tangibles but to save the intangible way of life for the few.

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http://www.google.com/publicdata/explore?ds=d5bncppjof8f9_&met_y=ny_gdp_mktp_cd&tdim=true&dl=en&hl=en&q=world+gdp#ctype=l&strail=false&nسلم=h&met_y=ny_gdp_mktp_cd&scale_y=lin&ind_y=false&rdim=country&ifdim=country&tdim=true&hl=en&dl=en

Lest the forked tongues forget, ye who rocks the cradle

Rocks the cradle of unrest

Gizmo's Q and Q

Quantitative v Qualitative

Let's visit the definitions of quantitative and qualitative as they apply to today's world of magic finance. Quantitative means based on quantity (objective), and Qualitative means based on quality (subjective).

Maybe QE-1 and QE-2 should have been named Lusitania and Titanic, respectfully, while a QE-3 would be well-named Armageddon. I don't wear a mind-reading swami hat, but a swami hat isn't needed to look at qualitative factors. For a good view of Quantitative magic we need only to look at last week's media reports noting actions taken by Ben Bernanke at the helm of the U.S. Central Bank and Timothy Geithner's recent oversea trips.

Ben Bernanke, as the Chairman of the U. S. Central Bank, appears to have taken action for the long-term benefit of the United States by not executing another quantitative action. Time will tell whether or not Bernanke's non-quantitative action benefited Main Street or Wall Street. Regardless, the U.S. Central Bank can exercise quantitative actions without Congressional approval, including adding exponential numbers to the Central Bank's balance sheet. So the question: Was Bernanke's action a quantitative action or a qualitative action? Will we someday know the long and short of what Bernanke did?

Whereas qualitative news dominates the Main Street minds of millions, will the quantitative minds that depend on Wall Street keep praying for quantitative action to protect their magical inflated financial kingdoms?

Seriously, we need to ask: Are the demands Timothy Geithner made of Europe's financial leaders based on Wall Street's quantitative needs or for the qualitative benefit of the world's Main Streets?

The New York Times on Sunday, September 25, 2011 published an article titled, *"Europe Stews on Greece, and Markets Sweat Out the Wait."*¹ Noted within the Times article was action contemplated by Europe that would be weeks or months in coming. European uninformative action echoes the "kick the can" mentality that the United States recently put in their stew. The Times article also stated that the Federal Reserve's purchase of \$400 billion long term treasuries left the market unimpressed; there was no mention that short term treasuries were being sold to buy long term. Additionally, the article states,

"It gets worse before it gets better," said Adam Parker, Morgan Stanley's chief United States equity strategist. "If you're banking on a policy to bail you out, you will be disappointed."

Qualitative Conclusion

Appears that U.S. Treasury Secretary Timothy Geithner has no fatherly control over Fed Chairman Ben Bernanke's inaction to protect the illicit inflated quantitative value of Wall Street; as such, Geithner's squalling child's attitude of desperation was redirected towards Europe. Why Geithner has chosen such a path may only be known to Geithner and his creator, but in the future, balancing Geithner's personal checkbook intangible value might reveal part of the answer.

¹ <http://www.nytimes.com/2011/09/26/business/global/greece-awaits-votes-on-rescue-package-in-euro-crisis.html?hp&gwh=857BF53FE840DE21124A42141724584F>