

THINKFREEFOURMS.org\UCC\!A4VWORKS2.rtf AFV Verbage that apparently works  
gray

with cra there is no consumer purchase.

it is for settling, not purchasing, so no need for that line, when accepting any cra item.

should you have it on there, at best the results are unpredictable, as it implies that you are not clear on what is being done.

on the other items, seems to make sense.

and let me get to the heart of ALL of this...the desire to write a book, or a paragraph at least, on the acceptance wording seems to be natural tendency, yet when you look at old books (early 1900's) **they are astonished that anyone would write more than the single word "accepted". They comment that it's absurd to put more.**

HOWEVER, it is personal choice and one that reflects your knowledge and comfort level. when the only real remedy is to accept, the manner you convey that is your signature, not anothers.

James

Did you go online to confirm that the account was ZERO ?

Or did the Agent mention on the phone that it was set to zero again ?

Did you send accounting instruction also Ticon888 ?

Can you outline what you did Ticon888 ?

This was done in January before I had studied Winston's methods so the account was probably just discharged. I have an online account with epass and it states zero however according to the "iceberg" theory that Winston talks about it may not be set-off. The instructions I gave were

Order

The debt instrument you served upon me has been accepted with honour and value has been added.

Take this valuable instrument to the Minister of Finance, my Fiduciary Agent in Trust and direct him to adjust the account.

If upon doing so, the Minster of Finance fails or refuses to honour that specie, please mention Section 337 of the Criminal Code of Canada.

Sincerely and without malice afothought, ill will, vexation or frivolty.

Autograph

When I phoned the CRA he stated that the account was at zero but that could just mean that the part that I can see is zero but the part I can't see may not be at zero..

When I send in my BC to the US treasury the part I can't see will be zeroed as per Winston's accounting method.

James

Here is a promissory note that acts like a bill of exchange instead of a normal discharge.

This can be done after you send in your BC to the treasury. [No, don't bother with this]

Winston says this method will work for debts in the public. Mortgages, etc.....

Make sure you use a Notary since you are coming from the private into the public...

This example is for a court case

BONDED PROMISSORY NOTE

#WS1000

To the Order of: Henry M. Paulsen, Jr., dba the Secretary of the US Treasury and John H. Smith, dba Clerk of the USDC.

In the Amount of: One Million (\$1,000,000.00) in USD

For: DAVID A. THOMAS Case No. 061500XXX [sic]

via

Account: Private Offset Bond DAT11001 to Henry M. Paulsen, Jr. the Secretary of the US Treasury.

This negotiable instrument, tendered by David A. Thomas, hereinafter "Maker", in good faith, and in accord with Law, shall evidence as a debt to the Payee as follows:

Payee shall, upon receipt of this instrument, charge Case No. 061500XXX via pass through account DAVID A. THOMAS 528761XXX for the purpose of terminating any past, present, or future liabilities express or implied attached to Case No. 061500XXX, and

Payee shall ledger this BONDED PROMISSORY NOTE for a period of one (1) year starting beginning of business on 19 January 2007 until close of business 18 January 2008, not to exceed three-hundred sixty-five (365) days, at an interest rate of seven (7%) percent per annum, and

Upon maturity, this BONDED PROMISSORY NOTE shall be due and payable in full with interest and any associated fees – payment shall be ledgered against the bond, PRIVATE BOND FOR SET OFF-NON NEGOTIABLE, USPS Tracking No. \_7006 0810 0006 XXXX ZZZZ\_ , as secured by Henry M. Paulsen, Jr., the Secretary of the US Treasury.

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date authorized representative

padreilluminate

Thank you for the clarification Ticon888.

This is what this section was setup for, to post as much info as possible so that we may discuss and rectify any issues.

Have you sent in your BOND to treasury Ticon888 ?

We can take it apart, and with everyones knowledge and documentation, we can make this work and tailor it to our needs.

Makes total sense to me Gray, one can write a bible and another can simply state 2 lines that are on point and achieve the same outcome.

I too have been guilty of creating elaborate documents, and to my surprise (knowledge gained) I have achieved or managed to accomplish the same thing with short letters.

So I must make a note from now on to get to the heart of the matter.

davehome

In the commonwealth, I would probably write "CONSUMER PURCHASE" on all Notes and Bills, regardless of whether it's really a consumer purchase or not.

From the footnotes of <http://www.cisg.law.pace.edu/cisg/biblio/reczei2.html> ...

footnotes wrote:

38. EÅ¶rsi agrees with ULIS that it has drawn no line between commercial and consumer's purchase.

Still in want of an express provision he is of the opinion that ULIS nevertheless does not apply to consumer's purchases. He believes that by way of restrictive interpretation the application of ULIS may be excluded to such transactions. (EÅ¶rsi, op. cit. p. 342)

And the fact that marking it as such indemnifies those who transfer it:

Section 192(2) wrote:

Transfer of unmarked consumer bill or note

(2) Every person who, knowing that a consumer bill or consumer note not marked as required by section 190 is a consumer bill or consumer note, transfers it is, unless he is the purchaser or any person signing to accommodate the purchaser, guilty of

(a) an offence and liable on summary conviction to a fine not exceeding one thousand dollars; or

(b) an indictable offence and liable to a fine not exceeding five thousand dollars.

R.S., c. 4(1st Supp.), s. 1.

Which would be subsequent holders.

Comments?

gray

Thanks for the two cites and tying it together like that (he said smacking his head for the thing he sent out on Monday, but not to cra. yet it is commerce so there are always remedial steps available) yep, good idea this section for ucc and other sorta non-freeman themed expressions. keeps this kind of discussion available to us, and we can stay and (hopefully contribute) to the general population on the boards.

relentless mark-stephen wrote:

I have been "Accepting for Value" my Fido bill for the last 2 months, and nothing happened, but a couple of phone calls. Accounts/Receivable did not have a clue.

I asked them to turn the service back on and have the legal department call me, but they said they could not do that . So off to the legal department it will go. They said the legal department would not talk to me unless I had a lawyer. hahahaha

Just got another check in the mail, so I better A4V. And send it off to the legal department with a Notice and Accounting Instructions.

I'll keep you posted.

Consumer Purchase

Accepted for Value

Exempt from Levy

Returned for Full Settlement

Signed Dated

Exemption # SIN

Later

Hey everyone. I'm not new here, but my 'free' time (research time) is that of dinosaurs lately.....extinct. That being said, I did go to Winston's seminar in Toronto with Oneman, and met Gray.....I now know why the nickname hahaha. Just jokes dude. Winston said something that really

clarifies something.....we only need a friggin' guinea pig (moi!) to see if this works. I used the above post as a good example of something we're trying to achieve. The poster used his cell phone bill in his AFV attempt. Good choice. I think we're all trying similar things for the same reason. SAFETY. A cell phone bill, credit-card, utility bill etc. won't have the IRS and US Marshalls busting down your door when you **AFV these items, or even attempt the elusive setoff via the BC bond**. What Winston mentioned was the initial contract folks. When Mark bought his cell phone he signed a contract with Fido for service. **On this contract he (according to Winston) should have ammended it to include his method of payment being what we would understand to be his 'pass through' account. IE SIN/SSN account.** I'm not sure of the details (we're waiting on the DVD for the Toronto seminar) but essentially **all contracts** you have set up with: credit card, phone, electricity, water, land tax, etc. **should be amended**; yes that means digging through all your paperwork to find those contracts OR have someone warm and fuzzy be a guinea pig and try it out first. Someone who will be moving in the next few weeks. We don't have accurate accounting instructions for these bills yet, but my wife and I are motivated enough to give it a try for our new accomodations. The hydro company out here are a bunch of phucking nazis and I :twisted: would love to ..... :twisted: .....anyway..you get the point. This angle is kind of 'new technology' so keep your fingers crossed. I guess it's not so new, but makes more sense because we're now dealing with the initial contract and not the monthly bills. Contract law is everything apparently. We shall see.

James Location: Toronto,Ontario

AFV technique for government notices or invoices whereas the secretary of the treasury of the province is in fact the drawee and you have not yet made yourself Power of Attorney to your strawman. I believe for Ontario its Colin Anderson Chair of the Ontario Financing Authority, Deputy Minister of Finance and Secretary of Treasury Board.

UNITED NATIONS Convention on International Bills of Exchange and International Promissory Notes, 1988

UNCITRAL Section 46:

1. Payment of an instrument, whether or not it has been accepted, may be guaranteed, as to the whole or part of its amount, for the account of a party or the drawee. A guarantee may be given by any person, who may or may not already be a party.
2. A guarantee must be written **on the instrument** or on a slip affixed thereto ("allonge").
3. A guarantee is expressed by the words "guaranteed", "aval", "good as aval" or words of similar import, accompanied by the signature of the guarantor. For the purposes of this Convention, the words "prior endorsements guaranteed" or words of similar import do not constitute a guarantee.
4. **A guarantee may be effected by a signature alone on the front of the instrument.** A signature alone on the front of the instrument, other than that of the maker, the drawer or the drawee, is a guarantee.
5. A guarantor may specify the person for whom he has become guarantor. In the absence of such specification, the person for whom he has become guarantor is the acceptor or the drawee in the case of a bill, and the maker in the case of a note.

6. A guarantor may not raise as a defence to his liability the fact that he signed the instrument before it was signed by the person for whom he is a guarantor, or while the instrument was incomplete.

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Upon receipt of an Invoice, Statement of Account, Charge, Assessment or Citation, send a **copy** to the "Drawee", the maker of the alleged debt, along with a request for a Bill signed in blue ink by an officer of the government agency or corporation alleging the debt, and state:

NOTICE and DEMAND

To: \_\_\_\_\_ Date \_\_\_\_\_

"I wish to settle this account promptly. Please send me your bill which has been signed in blue ink by an officer of \_\_\_\_\_, and showing the amount of money owing, within 20 days of the date shown on this request. Your failure to comply within the allotted time for presentation of your bill properly endorsed shall be proof positive that the alleged debt shown on your \_\_\_\_\_ has been cancelled or made null and void."

Sincerely,

[Write as signature]

I, commonly called \_\_\_ (given name) \_\_\_ of the \_\_\_\_\_ family for  
\_\_\_ (the name printed on the invoice, statement of account, etc.) \_\_\_

Peace

James