

# **MONEY AND DEBT VERIFICATION**

**by Thomas Anderson.**

## **A STEP-BY-STEP GUIDE WITH TEMPLATES**

This section of the book will deal with loans, credit cards, mortgages, debt collectors, solicitors and credit reporting agencies.

It is the intention to lawfully establish that you are the source of the funds that were created, by the use of your signature on a contract (promissory note) that creates the value that is loaned back to you under the illusion of a loan of the bank's money.



You've probably seen a tag on the EFT machine at the supermarket, which looks like this:

PIN stands for Person-al Identification Number if you didn't already know. The Identity of the person. This tells you that your pin number functions exactly the same as your signature. Your signature is what creates value, or endorses an instrument, or validates a contract It is the most mis- understood but valuable tool we have.



Since there is no lawful money (gold or silver) in circulation, backed by anything of value, the governments and banks as well as you and I, are essentially bankrupt. The pieces of paper circulating in place of money, affectionately called "currency" are in reality debt notes. Worthless.

What usually happens in a loan situation, is that a "borrower" is established, being the all caps fiction/person - the Strawman. The principal creditor for the Strawman (you) enters into a "loan" contract with the bank, with the assumption being that the bank is going to give you some of it's money, for which service, you agree to pay them back over a period of time plus interest.

However, what really happens is that the bank "monetises" your instrument -the contract with your signature, and turns it into a credit in it's books, essentially a bookkeeping entry as a liability.

A liability means it owes you something, and it uses this newly created credit on it's account (which is no more than ones and zeroes on a computer) to then create a cheque or deposit those fictional digits into your account.

So if you created the money, why then do you have to pay back a "loan" if they never loaned you anything?

Exactly.

Now, you have to realise that this has been going on for decades, maybe centuries, and many wars have been fought over it, so don't think the bank is going to just come right out and admit to fraud. We have to compel them to provide proof, in the form of a NOTICE OF ADEQUATE ASSURANCE.

This is borrowed from the American system, but is just as effective and valid here in Australia. I have created customised templates included in this book, for your study purposes. What you do with them is entirely up to you, but I can tell you what I do with them, and will explain the process in detail, including reply letters and real life examples.

Let me make it clear, that there is absolutely nothing illegal about this process, unless you are intentionally out to defraud someone, which would be wrong. This is a lawful method for compelling a bank or credit provider to give you all the details about the contract and loan, to see if they have done the right thing.

It's possible that they did loan you some money, or gave you something of value, so you must always check first, and this method should always be done before cancelling any payments or refusing to pay further, as it will give you just cause to do so.

I will include some examples of loans that I have cancelled for friends, because they asked for my assistance, and so I became their "authorised agent" or nominated person to act on their behalf.

You may also wish to appoint someone as your agent, as it creates yet another level of separation between you and the fiction/borrower. So whatever situation you may be in right now, \$200 in debt or \$500,000 in debt, rest assured that you have likely already paid, and owe nothing.

### **Non-Negotiable**

#### ***Notice of Adequate Assurance of Due Performance***

Registered Mail# (insert registered mail number here) To:

*(insert the name of the Lender here)*, hereinafter "Lender"

From: John-Henry of the Doe Family, Principal Creditor for MR JOHN HENRY DOE  
TM, hereinafter "Borrower"

*c/o (insert your address here) [post code within a box like this]*

Date: *(insert the date here)*

RE: Loan number: (insert the loan number here) Dear officers

and/or agents for Lender.

It has come to the attention of the alleged Borrower, after much research, that there is reason to believe that the alleged Lender is not the Holder in Due Course of the Borrowers promissory note and/or may have breached the agreement concerning the above-referenced, alleged loan or loan of credit.

I now request information from you regarding the details of what the entire agreement is, and if you performed according to the agreement.

Since the Borrower created value in the form of a promissory note/agreement to the Lender to perform according to the loan agreement, the Borrower is now hereby requesting Adequate Assurance of Due

Performance that the Lender has performed according to the loan agreement and that the original lender used their *own money* to purchase the Borrowers promissory note as money or like money to fund the cheque or similar instrument that the Lender then lent to the Borrower - and that the Lender has followed GAAP, generally accepted accounting principles and generally accepted auditing standards concerning this loan.

The Borrower is hereby requesting that an authorised officer or agent of the Lender answer the following questions, then sign and return the attached Affidavit within 30 days of the date of this notice. This is the Borrowers good faith attempt to settle this matter and clear up any confusion about the terms of the agreement prior to an Administrative process on the matter.

**1. Is it true that the Lender follows GAAP (generally accepted accounting principles)?**

Please respond with Yes or No in writing.

**Was full disclosure given regarding if the Borrower was to provide the funding for the loan per bookkeeping entries?** Please respond with Yes or No in writing.

**Does the Lender accept something of value from the Borrower that is recorded as an asset on the books of the Lender resulting in a new liability on the books of a financial institution?** Please respond with Yes or No in writing.

**Did the Lender lend the Borrower the Lender's money?** Please respond with Yes or No in writing.

**Is it the intent of the loan agreement that the party who funded the loan, per the bookkeeping entries is to be repaid the money lent to borrowers?** Please respond with Yes or No in writing.

**Does the Lender record an asset showing that the Borrower owes money to the Lender involved in the alleged loan?** Please respond with Yes or No in writing.

**Did the Lender follow the Reserve Bank's policies and procedures in the account transactions?** Please respond with Yes or No in writing.

**Is it true that, according to the bookkeeping entries, the Borrower funds the loan?** Please respond with Yes or No in writing.

**Is it true that according to the bookkeeping entries, of the Lender, the Borrower is the lender of the principal amount ?** Please respond with Yes or No in writing.

**Is it true that, according to the agreement, you received permission from the Borrower to deny the Borrower equal protection under the loan agreement?** Please respond with Yes or No in writing.

**Is it true that the Lender violated GAAP (generally accepted accounting principles) thus making the agreement null and void?** Please respond with Yes or No in writing.

**Is it true that the Lender converted the promissory note/agreement by using it as value to give value to a cheque or similar instrument as proven by the bookkeeping entries, thus**

**proving that the Borrower funded the loan and proving that the Lender used false statements that the Lender funded the loan?**

Please respond with Yes or No in writing.

This Notice in no way constitutes repudiation in any form by the Borrower. However, if it cannot be shown or proved beyond reasonable doubt that you have not breached the agreement or loaned the principal amount out of your own funds (not the value/money created by the promissory note) then the following is requested within thirty (30) days:

- a. Any outstanding amount of the alleged loan is to be balanced and returned to zero. b statement showing the discharge of the alleged debt showing zero balance.
- c. A guarantee that no report of delinquency or bad credit shall be given to any credit reporting agencies.

**Failure to respond will be deemed a dishonour of this Notice.**

***NOTICE TO PRINCIPAL IS NOTICE TO AGENT AND NOTICE TO AGENT IS***

***NOTICE TO PRINCIPAL***

For and on behalf of MR JOHN HENRY DOE TM

by

(insert your signature here)

John-Henry of the Doe Family Principal Creditor

All Rights Reserved. Permission must be sought in all matters of Privity where mutuality of interest occurs.

*Note: If you are using someone to act as your agent, then the "from" line and signature would look like this:*

From: JANE DOE, Authorised Agent for John-Henry of the Doe Family, Principal Creditor for MR JOHN HENRY DOE TM, hereinafter "Borrower"

Sincerely,

(insert agent signature here)

JANE DOE, Authorised Agent for John-Henry of the Doe Family Principal Creditor for MR

JOHN HENRY DOE TM

You will also need to include an authority notice giving the bank or loan company permission to reveal details of your account to the agent (if you are using one).

You can request one of these from a bank, but be careful when doing so, as they often try to get you to "re-contract" by asking for government issued ID or other details that you are not required to give.

They are merely trying to establish if you are the creditor or debtor, and if your identification has an enjoinder whereby you have signed as the all caps fiction and become one with the Strawman, then unfortunately you are the debtor.

Here is an example of a Letter of Authority from GE. It is reproduced here for educational purposes only.

You can see that I have made some modifications to the information and layout to properly reflect your position as the Principal Creditor, because by default, all government and banking forms are laid out with the assumption that you are the debtor/person.



You can see I have crossed out birth date and written creation date, which is correct for the fiction, as it is the medium between the living and the dead.

I have also added the correct signature in the box that says "borrower" as obviously the borrower is a fiction, and cannot sign for itself.

This is the Affidavit to include for the bank to fill out and sign, making a total of three documents you need to prepare and send by Registered Post.

State of \_\_\_\_\_

### **AFFIDAVIT**

The undersigned affiant, being duly sworn on oath, deposes and says:

That he/she is an officer of .....  
.....that claims to have held the promissory note of (whoever) in the original, principal amount.

That he/she, as an officer of ..... having held said note, has the authority to execute this affidavit on behalf of the company and to bind the same to its provisions.

The loan agreement had the following terms:

..... follows GAAP (Generally Accepted Accounting Principles).

The intent of the loan agreement was that the party who funded the loan, per bookkeeping entries, is to be repaid the money loaned.

According to the bookkeeping entries, ..... used *their* money as adequate consideration to purchase the promissory note of (whoever).

The promissory note was not used as value to give value to a cheque or similar instrument or account.

I affirm that I understood the terms and conditions of the loan agreement Signed under penalty of perjury.

Signature of Officer

\_\_\_\_\_ (full name)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ My commission expires\_



## REGISTERED POST

The use of Registered Post with all of the work that you do, ensures a number of things. Firstly, you get a tracking number which you can record and check to see if it has been delivered.

Secondly, if you correctly choose to tick the "Delivery Confirmation" box, you will get a return receipt, signed by the person you sent the letter to, or their agent.

Third, you have proof that you did actually send the letter on a certain day, and the return receipt shows the date they received it. Ask your local Post Office clerk if you have any questions about filling out the forms.

Of course, this only proves postage, not the contents, so you can also get a witness to fill out a Proof of Postage such as this one, to validate the content if you wish, but it is not usually necessary.

## PROOF OF SERVICE

I, \_\_\_\_\_, do hereby affirm and attest that:

I am over the age of 18, of sound mind and, further, not a party to or interested in any way in the outcome of the matter addressed in the enclosed documents. My mailing location is: (insert address)

1. On \_\_\_\_\_ (insert date), I \_\_\_\_\_ personally mailed in a \_\_\_\_\_ registered post envelope, # \_\_\_\_\_ with delivery confirmation requested at an \_\_\_\_\_ Australia Post Office located at:

the document entitled "NOTICE OF ADEQUATE ASSURANCE (or other document title)", on behalf of John-Henry of the Doe Family, to:

(insert name and address of the person or company)

1. I further declare under the Laws of the STATE OF (insert state) that the foregoing is true and correct.

1. Executed this            day of            , (insert date and year)

Signature\_\_\_\_\_ Printed Name

There are many things that could happen along the way in this process. I have personally experienced everything from absolute silence (tacit agreement by dishonour) to all kinds of argument/controversy and harassment or threats.

All of which has absolutely no consequence on the outcome of this method.

Unless they can answer your questions point by point and provide a signed affidavit to verify that the loan is not bogus, then you have to assume that it *is*, and that something fraudulent is going on that they will try and cover up.

## **THE RE-DRAFT**

This is where they will try and call or write to you, to get an injunction with the Strawman/debtor if they think you're onto them.

Remember the caller (probably from India) is looking at a screen which shows the borrowers name in all capital letters, and is in fact asking you "*is that JOHN DOE?*"

If you reply "yes", then you have just placed on record (as all calls are recorded for "quality and training purposes") that you are the debtor/borrower.

**The best way to answer the phone is like this:**

**You:** "*Hello*"

**Caller:** "*Hello, is this MR JOHN DOE?*"

**You:** "*Can I ask who's calling please!*"

**Caller:** "*This is a private matter for JOHN DOE, is that JOHN?*"

**You:** "*I'm sorry, who is this?*"

**Caller:** "*It's a private matter for JOHN DOE, is he there?*"

***You: "I'm sorry, if you cannot tell me who you are, then I certainly am not going to tell you who I am, you***

*obviously have the wrong PERSON"*

**Caller:** *"This is TRANSPACIFIC and this is a private matter for JOHN DOE, but because of the privacy act I cannot discuss anything with you until I establish who you are.*

**You:** *"Well, if you don't know who I am, then why are you calling me?. I do not do any business over the phone, so if you have anything to say, please write it down and post it to me if you think you know my name and address, have a nice day."*

**THEN HANG UP.**

► Do not argue, get into the controversy, explain anything, admit anything, confirm anything or otherwise create an invisible contract that they can use against you.

Okay, let's assume that you haven't head anything from the Bank or Credit Card Company after 30 days of receipt of your registered post return receipt

► The next letter to send is this one, along with a second copy of the Affidavit. At this point they are in Dishonor, and you are going to give them a second chance to redeem their honour before proceeding. Fill it out the same way as before.

Non-Negotiable

*NOTICE OF DEFAULT AND DEMAND*

From: \_\_\_\_\_, hereinafter "Borrower"

To: \_\_\_\_\_ in his private capacity dba ..... , agent for

....., hereinafter "Lender"

Date:

**Notice of Default and Demand to Cease and Desist Collection Activities  
Prior to Validation of Purported Debt**

Dear  
As you have chosen not to respond to my request for Adequate Assurance, or returned the Affidavit enclosed with it, the Borrower has become suspicious of your activities and the validity of the agreement. This constitutes timely written notice that the Borrower now disputes the entire amount of the alleged loan and declines to pay the purported debt which unless I hear from you, I will discharge and cancel in it's entirety, without dishonour, on the grounds of breach of contract, false representation and fraud in the inducement.

Failure to answer my previous correspondence tells me that you acknowledge that the Borrower funded the alleged loan and the loan agreement was stolen and forged, thus ending any claim you have against him.

If you have evidence to validate that your claim does not constitute fraudulent misrepresentation and that the Borrower owes this alleged debt, this is a demand that, within seven (7) days, you provide such validation and supporting evidence to substantiate your claim. Until your claim is validated, you have no authority to instigate any collection activities.

This is Actual Notice that absent the validation of your claim within seven (7) days, you are prohibited from contacting the Borrower, at his home or at work. You are further prohibited from contacting his employer, bank, or any third party. Each and every attempted contact, will constitute harassment and defamation of character and will subject your institution and any agents in his/her private capacities who take part in such harassment and defamation, to a liability for statutory damages of up to \$1000.00, and possibly a further liability for legal fees to be paid to any counsel which he may retain.

**Absent such validation of your claim you are prohibited from filing any notice of lien and/or levy and are also barred from reporting any derogatory credit information to any credit reporting agency.**

Verification requires confirmation of correctness, truth or authenticity by affidavit, oath or deposition.

In accounting, it is the process of substantiating entries in books of account (Blacks Law Dictionary, 6th Edition). This verification should include signing the enclosed Affidavit verifying the terms and conditions of the alleged loan and answers to questions provided.

You should be aware that sending unsubstantiated demands for payment through the Australian Postal System might constitute mail fraud under federal and state law. You may wish to consult with a competent legal advisor before your next communication with me.

Your failure to respond on-point within 7 days to satisfy this request will be construed as your absolute waiver of any and all claims against the Borrower, and your tacit agreement to compensate the Borrower for costs including any council he may seek.

**For and on behalf of MR JOHN HENRY DOE TM**

**by**

**(insert your signature here)**

**John-Henry of the Doe Family Principal Creditor**

This time you are giving them seven days to respond (72 hours - commercial time plus postage time)

**Note:** With any and all presentment, notices or letters, to be within honour, you only ever have 72 hours to respond. They may try to trick you into dishonour by saying you have 30 days or whatever, but don't be fooled. Respond immediately.

This is vital with court documents. A notice will not appear in a Registrar within 72 hours, and that is your time to rebut the presumptions and return their documents, accepted for value, upon proof of claim. We'll go into that in detail later on in the book when we discuss the A4V method.

This is an example of a Bank loan that I assisted someone with. He was in very bad financial trouble when he came to me, as he had over \$40,000 of debt in personal loans and credit cards.

Within three months, I had wiped them all clean, and he never paid another cent.

Note the statement at the bottom: *"This is the Final Statement to be issued for your Bank SA Personal Loan Account as this loan has now been discharged."* The amount was \$32, 539.36

I should mention that after 30 days, if you do not get any reply from the Bank or Credit Card Company, you should stop paying any more money. Payment of an account suggests liability for it.

You should also at this time send copies of your documents to the Credit Card Reporting Agencies, Dun and Bradstreet and VEDA Advantage, and notice them of the default.

You can include a note such as this:

*Attn: Dun and Bradstreet*

*Please find attached Notice of Default and Opportunity to Cure relating to an alleged loan from XYZ BANK*

*You are hereby noticed of XYZ's default and of our intent to issue an estoppel, and at no time do we authorise you to accept or report any default by my client unless we receive substantiation and proof of claim in this matter.*

*Regards*

*THOMAS ANDERSON*

*Authorised Agent for John-Henry of the Doe Family, Principal Creditor for JOHN HENRY DOE '*

Note the statement at the bottom: *"This is the Final Statement to be issued for your Bank SA Personal Loan Account as this loan has now been discharged."* The amount was \$32, 539.36.

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## PERSONAL LOAN



## BankSA

A Division of St. George Bank Limited  
 888-888-8888 or 513-870-8888, 24 hours

**Customer Enquiries** 15 13 70  
(Mon to Sun, 7 days)

Loan Acct Number      S... ..

BSB/Acct ID No. 079868-000000000000

Statement Start Date 14/05/2006

Statement End Date 19/08/2006

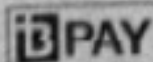
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### Loan Account

Account Summary as at 30 Aug 2004

Opening Balance		Interest Charge for the Period	Total Debits excluding Interest	Total Credits	Closing Balance
\$1,201.00	+	\$1,219.01	- 118.78	32,839.36	= 0.00
				Interest Offset Benefit for Statement Period	Annual Percentage Rate
				\$0.00	14.700%

This is the Final Statement to be issued for your Bank SA Personal Loan Account, as this loan has now been discharged. Please retain this statement for future record.

Bulfinch Code: 848287  
Ref:

<sup>10</sup>Please note: If your loan is currently at a fixed rate, then break costs may be payable if you make a prepayment (a payment exceeding your required repayment). <sup>11</sup>

Please check all entries on this statement. Please inform the bank promptly of any error or unauthorised transaction.

## CREDIT REPORTING AGENCIES

### **Veda Advantage**

[assist.au@Vedaadvantage.com](mailto:assist.au@Vedaadvantage.com) Level 5  
90 Arthur Street  
North Sydney NSW 2060 Australia

### **Collection House Limited**

Level 7, 515 St Paul's Terrace Fortitude Valley QLD 4006 Australia  
PO Box  
2247 Fortitude Valley BC QLD 4006 Australia  
Ph: +61 7 3292 1000 Fax: +61 7 3832 0222

### **Credit Corp Group**

Head Office  
Level 11, 10 Barrack Street Sydney NSW 2000 GPO Box 4475 Sydney NSW 2001  
Phone: + 61 2 9347 3600  
Fax: + 61 2 9262 4017  
Email: [info@creditcorp.com.au](mailto:info@creditcorp.com.au)

### **D&B Australia**

Dun & Bradstreet (Australia) Pty Ltd  
DUNS 75 340 7170 ACN 006 399 677 [clientservices@dnb.com.au](mailto:clientservices@dnb.com.au)  
Level 16, 383 Kent Street  
Sydney NSW 2000 T: 02 8270 2800 F: 02 8270 2866

**Cheers Ajay Reed.**