

Date: DD/MM/YEAR

JOHN-HENRY:DOE , Beneficiary

123 Main Street,

Anderson, TX 77050

Without Prejudice

(NAME OF CORPORATION)

(Corporation Street Address)

(Corporation City, State, & Zip Code)

RE: Account #XXXXXXXXXX (Enter in Account Number)

Dear (NAME OF CORPORATION),

I, (JOHN-HENRY:DOE) hereby am notifying you, (NAME OF CORPORATION) that after all these years of paying my phone bill in cash I realized the coupon attached to my statement was indeed a form of payment. I looked up the correct definition of a "Coupon" pursuant to The Black law dictionary "A coupon is a written contract for the payment of a definite sum of money on a given day, and being drawn and executed in a form and mode for the purpose, that they may be separated from the bonds and other instruments to which they are usually attached..."

**Bond coupon** – "Part of bond which is cut and surrendered for payment of one of the successive payments of interest"

**Coupon bonds** – "Bonds to which are attached coupons for the several successive installments of interest to maturity"

**Coupon notes** – "Promissory notes with coupons attached, the coupons being notes for interest written at the bottom of the principal note, and designed to be cut off severally and presented for payment as they mature. Williams v. Moody, 93 Ga. 8, 22 S. E. 30."

Pursuant to Instrument – "A negotiable instrument ( defined in U.C.C. 3-104 ), or a security ( defined in U.C.C. 8-102 ) or any other writing which evidences a right to payment of money and is not itself a security agreement or a lease and is of a type which is in ordinary course of business transferred by delivery with any necessary indorsement or assignment, U.C.C. 9- 105(1) "

**Pursuant to 18 USC 8** – The term "obligation or other security of the United States" includes all bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or 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 canceled United States stamps. “. ( Pursuant to BILLS and COUPONS as exemplified above )

**Pursuant to UCC 3-104 – NEGOTIABLE INSTRUMENT.**

(a) Except as provided in subsections (c) and (d), "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:

(1) is payable to bearer or to order at the time it is issued or first comes into possession of a holder;

(2) is payable on demand or at a definite time; and

(3) does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor.

**Pursuant to UCC 3-603 – TENDER OF PAYMENT.**

(a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

(c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

**Pursuant to UCC 1-308 – Performance or Acceptance Under Reservation of Rights.**

(a) A party that with explicit reservation of rights performs or promises performance or assents to performance in a manner demanded or offered by the other party does not thereby

prejudice the rights reserved. Such words as "without prejudice," "under protest," or the like are sufficient.

(b) Subsection (a) does not apply to an accord and satisfaction.

**Pursuant to UCC 3-419 – INSTRUMENTS SIGNED FOR ACCOMMODATION.**

(a) If an instrument is issued for value given for the benefit of a party to the instrument ("accommodated party") and another party to the instrument ("accommodation party") signs the instrument for the purpose of incurring liability on the instrument without being a direct beneficiary of the value given for the instrument, the instrument is signed by the accommodation party "for accommodation.

(b) An accommodation party may sign the instrument as maker, drawer, acceptor, or indorser and, subject to subsection (d), is obliged to pay the instrument in the capacity in which the accommodation party signs. The obligation of an accommodation party may be enforced notwithstanding any statute of frauds and whether or not the accommodation party receives consideration for the accommodation.

(c) A person signing an instrument is presumed to be an accommodation party and there is notice that the instrument is signed for accommodation if the signature is an anomalous indorsement or is accompanied by words indicating that the signer is acting as surety or guarantor with respect to the obligation of another party to the instrument. Except as provided in Section 3-605, the obligation of an accommodation party to pay the instrument is not affected by the fact that the person enforcing the obligation had notice when the instrument was taken by that person that the accommodation party signed the instrument for accommodation.

(d) If the signature of a party to an instrument is accompanied by words indicating unambiguously that the party is guaranteeing collection rather than payment of the obligation of another party to the instrument, the signer is obliged to pay the amount due on the instrument to a person entitled to enforce the instrument only if (i) execution of judgment against the other party has been returned unsatisfied, (ii) the other party is insolvent or in an insolvency proceeding, (iii) the other party cannot be served with process, or (iv) it is otherwise apparent that payment cannot be obtained from the other party.

(e) If the signature of a party to an instrument is accompanied by words indicating that the party guarantees payment or the signer signs the instrument as an accommodation party in some other manner that does not unambiguously indicate an intention to guarantee collection rather than payment, the signer is obliged to pay the amount due on the instrument to a person entitled to enforce the instrument in the same circumstances as the accommodated party would be obliged, without prior resort to the accommodated party by the person entitled to enforce the instrument.

(f) An accommodation party who pays the instrument is entitled to reimbursement from the accommodated party and is entitled to enforce the instrument against the accommodated party. In proper circumstances, an accommodation party may obtain relief that requires the accommodated party to perform its obligations on the instrument. An accommodated party that pays the instrument has no right of recourse against, and is not entitled to contribution from, an accommodation party.

#### **Pursuant to HJR 192 – To stay in honor in commerce**

On March 9, 1933 the US Congress passed the Emergency Banking Act. On June 5, 1933 President Roosevelt announced to the 73rd congress that the UNITED STATES was bankrupt. The passage of House Joint Resolution HJR-192 removed the ability of the public to pay debt with lawful money. This made it illegal to demand lawful money for the payment of debt. As you are aware when the ability to pay debt with money was removed by congress, the law required a remedy. The remedy that was created for the discharge of public debt was the Uniform Commercial Code and commercial paper. The uniform Commercial Code was created for the management of debt in bankruptcy. I believe that there is no proof to the contrary. The attempt by the CITICARDS, by any Trustee, or any of the officers of CITICARDS to dishonor ANY lawful notes is Fraud, Conspiracy, Racketeering, Collusion, Theft of Public Funds, and a Dishonor in Commerce. To deny the procedure to discharge public debt is fraud, Conspiracy, Racketeering, Collusion, Theft of Public Funds, and a Dishonor in Commerce. To estoppel anyone from gaining such knowledge is fraud, Conspiracy, Racketeering, Collusion, Theft of Public Funds, and a Dishonor in Commerce, I believe there is no proof to the contrary. See references: 48 Statute 1, Public Law 89-719, HJR 192, Public Law 73-10, American Bar Association Unbound Volume 1938, 31 USC 53 section 5312(3)(C), 31USC5312(2)(r), PL 97-258, 96 Stat. 995, PL 99-570, PL 100-690, PL 103-325, PL 107-56, PL 108-458, 1USC 1362, 6 USC 6185(a), 4USC 405-409, 3USC 321(a), (b), 359)(a), 365(c), 4USC 6202 (g), 6203(b), 100 Stat. 3207-33, 102 Stat. 4354, 4357, 108 Stat. 2247, 2252, 115 Stat.315, 328, 335, 118 Stat. 3746, PL 97-258, PL 97-452, 16USC 831(h), PL 98-369, PL 101-508, PL 102-589, PL 104-134, PL 105-46, 5USC 5129(b), 98 Stat. 1153, 6USC 2653(a)(1), 104 Stat. 1388-287, 106 Stat. 1488, 3USC 31001(u)(1), 110 Stat. 1321-375, 15 USC Chapter 41, 96 Stat. 995, 1 USC 1362, etc.

A TAXPAYER has an interest in the general funds held by the US Treasury. Most Americans are authorized representative of their legal entity known as the TAXPAYER, AND EACH has an interest in said funds. This was decided by the Supreme Court. See Massachusetts v Melon, and Frothingham v Mellon. I believe that there is no proof to the contrary. HJR-192

**superseded Public Law (that which passes as law today is only "color of law"), replacing it with public policy.** This eliminated our ability to PAY our debts, allowing only for their DISCHARGE

**Pursuant to UCC 1-308** – Performance or Acceptance Under Reservation of Rights.

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(b) Subsection (a) does not apply to an accord and satisfaction.

It is clear here that for (Enter Amount of Years and Months You've Paid Regularly) you have been collecting payments (either debt/credit card) then cashing in the coupons. Deceptive Practice.

I have further come to realize that a name in all capital letters is either an acronym or the name of a trust. Being that your corporation demanded the number associated with the trust known as JOHN-HENRY:DOE this is a trust action and you are a trustee of said trust. The actions described above would be trust fraud.

WE ACCUSE THEM IN COMMITTING FRAUD AS BECOMING THE TRUSTEE.

No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in

I DEMAND THE FOLLOWING,

ENDORSE MY COUPON/REMITTANCE SLIP IN FULL PAYMENT OF (Enter Amount You Are Indorsing on Remittance Payment Coupon) AND ZERO OUT MY BALANCE EVERY MONTH FROM THE DAY THIS LETTER IS SENT OUT (I WILL BE TRACKING WHEN YOU RECEIVE AND WHEN YOU SIGN & RETURN THE GREEN SLIP).

2. RETURN ALL MY DEBT/CREDIT CARD PAYMENTS BACK TO ME VIA CHECK WITHIN 10 BUSINESS DAYS IN THE AMOUNT OF (Enter Amount You Have Paid Into Account)

Warm Regards,

JOHN-HENRY:DOE

Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility.

Without prejudice, all natural inalienable rights are reserved.

Signature: \_\_\_\_\_

“Authorized Representative”