NOTICE AS TO DISCHARGE OF DEBT VIA ‘AFVRD’

**EVOLUTION OF DISCHARGE PROCESS:**

**11-17-21**

***TO WHOM THIS MAY CONCERN:***

It has come to our attention, in light of living within the current bankruptcy in trying to fathom, understand and work within the concept of HJR-192 to effect the discharge of debt so that One does not have to ‘go to war’, so to speak with government in general and ‘their’ corporations, but to ‘go to peace’ via ‘acceptance for value’ and ‘discharge,’ in light of the fact that ‘no lawful constitutional money of exchange’ exists within the States per circulation to ‘pay debts at law,’ due to the U.S. Bankruptcy. (See Walker F. Todd Affidavit)

As such, information has come forward to show, that for safety sake, the *current* ‘Bill of Exchange’ process must be set aside at this time as a means to discharge debt in the same way as applied in the past to the ‘Sight Draft’… to discharge debts dollar for dollar.

It seems the de-facto agents of the bankrupt military-corporate government are doing whatever necessary to deny the secured party creditors the remedy provided by Congress, for such discharge of debt.

It is of necessity for ‘evolution’ of such to proceed forward, in spite of the ongoing and continuous ‘fraud’ perpetuated by every government employee, officer and elected official within every level of government today.

As such, today, it may be necessary to ‘go to war’ via law suit (via the technology of Citizens of the American Constitution) for fraud and treason (violation of Oath of Office to ‘their’ constitution) by the agents own stipulation, agreement and confession of the violation of Article One Section Ten of the U.S. Constitution as it operates within the States.

But the Tort Claim process is still the primary tool for redress as the ‘exclusive’ remedy preceding any ‘civil action’ by the agents, again, via their own stipulation, agreement and confession of the same, however, here, the ‘Claim’ is filed into the Risk Management/insurance side of the government corporation.

Irrespective of this ‘Notice,’ Walker F. Todd, ex-legal counsel of one of the Federal Reserve Banks states in his affidavit the following:

“From my study of historical and economic writings on the subject, I conclude that a common misconception about the nature of money unfortunately has been perpetuated in the U.S. monetary and banking systems, especially since the 1930s. In classical economic theory, once economic exchange has moved beyond the barter stage, there are two types of money: money of *exchange* and money of *account*.. For nearly 300 years in both Europe and the United States, confusion about the distinctiveness of these two concepts has led to persistent attempts to treat money of account as the equivalent of money of exchange. In reality, especially in a fractional reserve banking system, a comparatively small amount of money of exchange (e.g., gold, silver, and official currency notes) may support a vastly larger quantity of business transactions denominated in money of account. The sum of these transactions is the sum of credit extensions in the economy. With the exception of customary stores of value like gold and silver, the $monetary base of the economy largely consists of credit instruments. **Against this background, I conclude that the Note, despite some language about “lawful money” explained below, clearly contemplates both disbursement of funds and eventual repayment or settlement in money of account (that is, money of exchange would be welcome but is not required to repay or settle the Note). …** *Legal tender*, a related concept but one that is economically inferior to *lawful money* because it allows payment in instruments that cannot be redeemed for gold or silver on demand, has been the form of money of exchange commonly used in the United States since 1933, …. *Legal tender under the Uniform Commercial Code (U.C.C.)*, Section 1-201 (24) (Official Comment), is a concept that sometimes surfaces in cases of this nature.. The referenced Official Comment notes that the definition of *money* is not limited to *legal tender* under the U.C.C. … The narrow view that money is limited to legal tender is rejected.” Thus, I conclude that the U.C.C. tends to validate the classical theoretical view of money.” (emphasis added!)

And in citing the Henwood case; “…Negotiable Instruments via **Guaranty Trust of New York vs. Henwood**, et al 59 S CT 847 (1933), 307 U.S. 847 (1939), FN3 NOS 384, 485

holds that 31 U.S.C. 5118 was enacted to remedy the specific evil of tying debt to any particular currency or requiring payment in a grater number of dollars than promised.

### Since October 27, 1977, there can be no requirement of repayment in legal tender either, since legal tender was not loaned and repayment need only be made in equivalent kind: A negotiable instrument representing credit, i.e.; an International Bill of Exchange...”

Or as otherwise stated; **NO ONE TODAY CAN MAKE DEMAND IN PAYMENT IN ANY SPECIFIC COIN OF CURRENCY!** Seems obvious that since 1933, State governments and their agents/employees and officers have and continue to violate Article I §X of the U.S. Constitution and which is their ‘Achilles heel.’

But that being said, the de-facto government is putting the squelch on another aspect of the discharge of debt, of which though in contradistinction of a wealth of information of Bills of Exchange via a detailed 20 page Memorandum of the use of Bill of Exchange, primarily supported by facts found in the Public Record as well as the comment (facts) of Walker F. Todd.

Aside from the fact that the current ‘Bill of Exchange’ process is drawn of the funds within the UCC Contract Trust Account, there does exist a BOE process based solely on the ‘private credit’ of the secured party creditor. That one will have to be looked into as soon as possible.

One thing recognized out within the ‘Redemption Movement’ is that most ‘secured parties’ have to fully understand the *monetary conditions that exist within the Unites States and the States and do not therein fully understand the money issue!*

Since knowledge is power, it is only obvious as well as necessary not only to understand, but seek from your ‘de-facto agents’ their stipulations as to those particular points and questions not only upon the money issue, but their oath of office, of any constitutional impermissible application of statute and the like, since we are above government and have been ‘estopped’ by their act(s) to again ‘pay our debts at law!’

God speed…

#1 - SAMPLE DRAFT COVER LETTER

Certified Mail #

John Barry of the family of Doe

In behalf of JOHN B DOE, Ens legis

c/o1234 American Street

Any City, Illinois [60102]

Non-domestic without the United States

c/o Corporation, Debt collector, Mortgage Co., Municipal, County or State office/agency/agent, etc. 666 Fraud Ave., Suite 999

Any City, State of Collusion Zip code

Date

### RE: ACCEPTANCE FOR VALUE AND RETURNED FOR DISCHARGE OF

 **PRESENTMENT # IN BEHALF OF JOHN JOE DOE .**

**ACCOUNT #**

Dear (or Sirs):

Please find enclosed your Presentment or offer as identified and dated , Accepted for Value and Returned for Discharge.

The undersigned is the Secured Party Creditor, authorized representative and attorney- in-fact for the above ‘corporate entity/person’ as identified above and in your account and Presentment.

I, as the Secured Party have been estopped in accessing ‘constitutional money of exchange’ to pay ‘fines,’ ‘fees,’ ‘taxes,’ ‘debts,’ ‘judgments’ or otherwise ‘at law’ in behalf of DEBTORS NAME IN CAPS ©, the an Ens legis!

Please recall that I have concluded the exhaustion of my Private Administrative Process via Conditional Acceptance for Value (CAFV) whereupon you have stipulated, agreed, not only to those referenced Proof of Claim ‘facts’ but that you agreed via tacit procuration (your silence) that the above-referenced debt/liability can only be discharged and with my exemption.

### PLEASE TAKE NOTICE OF THE FOLLOWING:

1. That, *Legal tender under the Uniform Commercial Code (U.C.C.)*, Section 1-201

(24) (Official Comment); “The referenced Official Comment notes that the definition of *money* is not limited to *legal tender* under the U.C.C. The test adopted is that of sanction of government, whether by authorization before issue or adoption afterward, which recognizes the circulating medium as a part of the official currency of that government. The narrow view that money is limited to legal tender is rejected.”

1. That, the Federal Reserve Bank in its booklet; MODERN MONEY MECHANICS page 3, states; “In the United States neither paper currency nor deposits have as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries.”
2. That the “giving a (federal reserve) note does not constitute payment.” See Echart v

Commissioners C.C.A., 42 Fd2d 158.

1. That the use of a (federal reserve) ‘Note’ is only a promise to pay. See Fidelty Savings v Grimes, 131 P2d 894.
2. That Legal Tender (federal reserve) Notes are not good and lawful money of the United States. See Rains v State, 226 S.W. 189.
3. That (federal reserve) ‘Notes do not operate as payment in the absence of an agreement that they shall constitute payment.’ See Blachshear Mfg. Co. v Harrell, 2 S.E. 2d 766.
4. Also, Federal Reserve Notes are valueless. (See IRS Codes Section1.1001-1 (4657) C.C.H.).
5. In light of the holding of Fidelity Bank Guarantee vs. Henwood, 307 U.S. 847 (1939), take notice of… “As of October 27, 1977, legal tender for discharge of debt is no longer required. That is because legal tender is not in circulation at par with promises to pay credit. There can be no requirement of repayment in legal tender either, since legal tender was not loaned [nor in circulation] and repayment [or payment] need only be made in equivalent kind; A negotiable instrument.”
6. **UCC 3-603**; “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…” and:
7. **ORS 81.010** “Effect of unaccepted offer in writing to pay or deliver. An offer in writing to pay a particular sum of money or to deliver a written instrument or specific personal property is, if not accepted, equivalent to the actual production and tender of the money, instrument or property.” (the latter here operates via the rule of Para Materia in all other states.)

**WHEREFORE**; the Undersigned Secured Party Creditor can only discharge any such debt/liability due to the fact that the State of was responsible in the removal of *constitutional money* that was to circulate within the State of

 whereby the undersigned could ‘pay debts at law’ and the Undersigned herein has been estopped in law from paying debts ‘at law’.

I would also presume, since the State of is a ‘federal unit,’ that it would be a violation of commercial ‘due process’ or ‘fraud’ to bar the Undersigned from accessing the remedy provided by Congress (HJR-192) to discharge debts (liabilities) ‘dollar for dollar’. (See Dyett v Turner, Warden, Utah State, 439 P 2nd 266 @ 267).

**THEREFORE**, in light of the above, under necessity, having no other means to pay debts at law, and in respect to any supposed ‘debt/liability’ being accepted for value, but being estopped and denied access to lawful constitutional money of exchange, the

undersigned can only exercise the remedy under necessity to discharge the ‘debt/liability’ in behalf of DEBTOR NAME IN CAPS ©, via your DULY SIGNED PRESENTMENT Accepted for Value and Returned for Discharge bearing my exemption, therein, please accept this negotiable instrument and credit the above account, in honor, within 3 days upon acceptance.

Any dishonor will be construed as a commercial injury, violation of agreement, fraud, fraud by scienter, violation of commercial law and otherwise, of which I will have no alternative to initiate my exclusive remedy via Tort Claim, or otherwise.

I consider that you will do the honorable thing in this matter and close the account and I thank you for your time in this matter.

Sincerely

 By: First-Middle: Last

……………………………., Secured Party

Creditor, Authorized Representative, Attorney-In-Fact in behalf of

 DEBTORS NAME ©, Ens legis.

# AFFIDAVIT

## IN SUPPORT OF COMMERCIAL DISCHARGE

**NOTICE TO PRINCIPAL IS NOTICE TO AGENT;**

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL.**

 State of )

) Scilicet

County of )

**“Indeed, no more than (affidavits) is necessary to make the prima facie case.”** United States v. Kis, 658 F.2nd, 526, 536 (7th Cir. 1981); Cert Denied, 50 U.S.

L.W. 2169; S. Ct. March 22, 1982.

That I, [Secured Party Creditor], a sentient, living man (or woman), being first duly sworn – does depose, say, and declare by my signature that the following facts are true and correct to the best of my knowledge and belief.

1.) THAT, the Affiant is the Secured Party and authorized to speak for, respond, and handle the commercial affairs on behalf of the purported Debtor; [ALL CAPS STRAWMAN©], Ens legis, a corporate fiction/entity and trust entity; in respect to the documents intended to discharge any purported debt/liability.

2.) THAT, Affiant sent to [NAME OF AGENCY, CORPORATION, ETC

PRESENTING CLAIM], a private communiqué being a ‘Conditional Acceptance for Value’ (CAFV) [**Certified Mail No. \*\*\*\*\* \*\*\*\* \*\*\*\***] seeking ‘Proof of Claim’ upon the agreement of the Affiant to perform should [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] not provide and produce ‘Proof of Claim(s)’. Said CAFV was received, signed for, and accepted on January 20, 2007.

3.) THAT, Affiant sent [NAME OF AGENCY, CORPORATION, ETC PRESENTING

CLAIM] a ‘Notice of Fault/Opportunity to Cure’ via [**Certified Mail No. \*\*\*\* \*\*\*\***

**\*\*\*\*]**, giving [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM]

seven days (plus 3 days mailing time) to correct their fault of non-response and to contest acceptance The aforesaid document was received, signed for, and accepted on February 13, 2007. [NAME OF AGENCY, CORPORATION, ETC. PRESENTING CLAIM] have

failed to cure their fault nor contest acceptance.

4.) THAT, upon [NAME OF AGENCY, CORPORATION, ETC PRESENTING

CLAIM]’s dishonor and failure to cure, Affiant established for the record and has further tendered herein Affiant’s ‘Affidavit re Notice of Default and failure to Contest Acceptance’ in this instant matter. [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] have stipulated to an agreement with Affiant by tacit procuration (silence) that the Affiant can only discharge the purported debt/liability by Acceptance for Value and Return for Discharge via the exemption of the Affiant upon the Presentment so tendered by [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] in light of the U.S. Bankruptcy in behalf of the Ens legis,

corporate entity/Debtor, [ALL CAPS STRAWMAN©].

5.) THAT the U.S. Bankruptcy is verified in Senate Report No. 93-549 93rd Congress, 1st Session (1973), “Summary of Emergency Power Statutes,” Executive orders 6073, 6102, 6111 and by Executive Order 6260 on March 9, 1933, under the “Trading With The Enemy Act (Sixty-Fifth Congress, Session I, Chapters 105, 106, October 6, 1917), and as further codified at 12 U.S.C.A. 95(a) and (b) as amended, operates upon [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] by notice, agreement, and stipulation of [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM].

6.) THAT, any transaction to discharge debt liability is in accordance and compliance with UCC 3-104; Title IV, Sec 401 (FRA); USC Title 12; USC Title 28, §§1631, 3002;

and the Foreign Sovereign Immunity Act under necessity, in light of the fact that the several States are in violation of Article I, Section X of the U.S. Constitution.

7.) THAT, the Affiant as the Undersigned Secured Party is “Holder in Due Course” of the Preferred Stock of the federal Corporation (United States - February 21, 1871; 16 Stat. I. 419): and holds a prior, superior, security interest and claim on the DEBTOR and Debtor’s property.

8.) THAT, any documents transmitted in behalf of the Debtor to discharge debt liability in behalf of the Debtor is in full accord with HJR-192 (June 5, 1933), Public Law 73-10, UCC 3-419, 1-104 and 10-104.

9.) THAT, the Affiant is “Holder in Due Course” of the deficient account by his Acceptance and retains first priority; and by said Acceptance of any “Claim(s)” has eliminated any controversy in the matters by exhaustion of the Affiant’s private administrative process/remedy under necessity supported by scripture and ‘Self Help’ via UCC 1-201 (34) per Official Comments – “Remedy” and Affiant is not protesting in behalf of the Debtor.

10.) THAT, the undersigned Affiant has been estopped from and has no access of ‘lawful constitutional money of exchange’ (See U.S. Constitution – Art. I § X) to ‘PAY DEBTS AT LAW’, and pursuant to HJR-192, can only discharge fines, fees, debts, and judgments ‘dollar for dollar’ via commercial paper or upon his/her exemption.

11.) THAT, Legal tender under the Uniform Commercial Code (U.C.C.), Section 1-201

1. (Official Comment); “*The referenced Official Comment notes that the definition of money is not limited to legal tender under the U.C.C. The test adopted is that of sanction of government, whether by authorization before issue or adoption afterward, which recognizes the circulating medium as a part of the official currency of that government. The narrow view that money is limited to legal tender is rejected.*”

12.) THAT, the Federal Reserve Bank of Chicago in its booklet; MODERN MONEY MECHANICS page 3, states; “*In the United States neither paper currency* [e.g., Federal

Reserve Notes] *nor deposits have value as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries*.” The acceptance of said “currency” is merely a “confidence” game predicated upon the people’s faith or “confidence” that these currencies/instruments can be exchanged/accepted for goods and services.

13.) THAT the “giving a (federal reserve) note does not constitute payment.” See Echart v Commissioners C.C.A., 42 Fd2d 158.

14.) THAT the use of a (federal reserve) ‘Note’ is only a promise to pay. See Fidelty Savings v Grimes, 131 P2d 894.

15.) THAT Legal Tender (federal reserve) Notes are not good and lawful money of the United States. See Rains v State, 226 S.W. 189.

16.) THAT (federal reserve) ‘Notes do not operate as payment in the absence of an agreement that they shall constitute payment.’ See Blachshear Mfg. Co. v Harrell, 2 S.E. 2d 766.

17.) THAT Federal Reserve Notes are valueless. (See IRS Codes Section1.1001-1 (4657) C.C.H.).

18.) THAT, in light of the holding of Fidelity Bank Guarantee vs. Henwood, 307 U.S. 847 (1939), take notice of … “*As of October 27, 1977, legal tender for discharge of debt is no longer required. That is because legal tender is not in circulation at par with promises to pay credit. There can be no requirement of repayment in legal tender either, since legal tender was not loaned* [nor in circulation] *and repayment* [or payment] *need only be made in equivalent kind; A negotiable instrument.*”

19.) THAT, the various and numerous references to Case Law, Legislative History, State and Federal Statutes/Codes, Federal Reserve Bank Publications, Supreme Court decisions, the Uniform Commercial Code, U.S. constitution, State constitutions, and generally recognized maxims of Law as cited herein and throughout, establish the following:

* 1. That, the U.S. federal government did totally and completely debase the organic, lawful, constitutional coin of the several states of the Union and of the United States.
	2. That, the federal government and the several united States have, and continue, to breach the express mandates of Article I, §§ 8 & 10 of the federal Constitution regarding the minting and circulation of lawful coin.
	3. That, the lawful coin (i.e., organic medium of exchange) and former ability to PAY debts – has been replaced with fiat, paper currency, with a limited capacity to only DISCHARGE debts.
	4. That, the Congress of the United States did legislate and provide the American people a remedy/means to discharge all debts “dollar for dollar” via HJR 192 - due to the declared Bankruptcy of the corporate United States via the abolishment of constitutional coin and currency.
	5. That, the corporate United States, the several States of the Union, intergovernmental organizations, and other nations of the world, recognize this current, circulating medium of exchange as commercial paper/instruments, negotiable or non- negotiable, the same being accepted as legal tender or money, etc., as set forth in the Uniform Commercial Code.
	6. That, the Affiants acceptance of any monetary/debt presentment and/or demand for payment as presented by any person, natural or corporate, can be returned for discharge, the same constituting the negotiable instrument so bearing the exemption of the Affiant upon any said monetary/debt presentment and/or demand for payment as a non-cash accrual item is but another form of legal tender, money, currency emanating from the Creditor.

20.) THAT, pursuant to ‘State and Federal’ TENDER OF PAYMENT statutes; “Whatever is tendered as payment, whether property, money or an *instrument*, if not accepted, the debt is discharged.”

21.) THAT, the Affiant is exercising the remedy provided by Congress via HJR-192 and proceeding upon agreement and stipulation of [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM]; and upon tender of the ‘instrument’, [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] are to perform according GAPP accounting principles and ledger in the credit or therein [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] will have breached the agreement and commit various violations of commercial and State Law.

**Further Affiant Sayth Not**.

Done this day of 2021 Common Era.

 By:

…………………………….. Affiant

**Certificate of Acknowledgement**

 ***Notice:*** *Use of Notary is for identification purposes only and shall not be construed against Declarant as adhesion, indicia, or submission to any foreign, domestic, or municipal jurisdiction or public venue.*

State of Somewhere

County of Fulton

Before me the undersigned, a Notary acting within and for the county of Fulton and state of Georgia on this \_\_\_\_\_ day of May 2022, personally appeared and known to me - OR - proved to me on the basis of satisfactory evidence to be the man whose name is subscribed to the within instrument, to be the identical Free Man, John-Hoe: Doe, who being duly sworn, declared the above to be true, correct, and not meant to mislead, to the best of his knowledge, understanding, and belief, by his free will and voluntary act and deed by placing his autograph on the foregoing document, executed the within instrument.

Given under my hand and seal this \_\_\_\_\_\_ day of May 2022.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary signature Seal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Notary name

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_