ENFORCEABLE DEBT

Force vs Enforce

The word ***force*** means to compel someone ***without obligation*** to comply with an order or payment through ***threats***, ***abuse*** and ***violence***.

To ***enforce*** something means to compel someone who is already ***obligated*** by a ***duty*** they ***consented*** to, ensuring they follow the rules or make the required payment.

Note: "***in force"*** means an agreed upon ***policy*** which is still contractual, valid and enforceable.

If ***force*** is used, then ***contract law*** and the ***legal system of commerce*** has been violated, and the action of using ***force*** has now become a ***criminal act***.

Therefore, you can ***never*** be ***forced*** to do anything.

Note: If you receive any document claiming that a contract is unnecessary but still demands payment, be aware that this is a ***threat*** and a ***criminal act,*** potentially resulting in a lengthy prison sentence for the document's author.

If someone is trying to ***enforce*** a ***duty-bound obligation*** upon you, including making a payment of an alleged debt, you have the right to request sight of the ***obligation***.

There are only 2 ways to be obligated and duty-bound allowing ***enforcement***:

1. Contract.
2. Trespass.

This means, when you are presented with a ***claim*** of ***any kind***, you have the right to demand the ***contract*** be brought forth.

If it is ***trespass,*** then you have the right to know the ***name*** of the one you have trespassed against.

Legal Debt

Within the ***corporate governmental jurisdiction of commerce***, which functions using a ***debt*** and ***credit*** accounting system, any and all alleged debt must be ***verified*** by ***the court*** before a claim can be made, using the court process.

This is done through a magistrate court, whereby a judge would ***sign*** a ***Liability Order***, stating the debt is now payable.

Note: Any alleged liability order ***without*** the signature of a justice of the peace has no ***legal standing***.

Anyone submitting a ***presentment,*** which is written to ***appear*** as though it was ***court issued***, but was ***not*** in fact issued by a court, is attempting to gain financially through fraud, which is a crime.

Although the court can make a judgement, it is bound by the rules of both ***contract law*** and ***commerce*** and must follow the correct process to create a ***bill*** before it is ***liable*** to be ***"paid"***, or discharged.

Note: the court is liable if they make a judgement that is not founded on the correct due process.

Commerce Process

The ***system of commerce*** follows the same rules within ***contract law*** and is all based on consent.

Note: This ***"consent"*** is not usually obvious and can be done through the deceptive nature of accepting a ***legal title*** within legislation.

This process starts with you and must follow the subsequent ***due process***.

- ➢ **Step 1:** Either you place an ***order*** or ***accept an offer*** made to you.
    - You have the right to ***decline*** any offer.
    - The other party has the right to ***decline*** your order.
- ➢ **Step 2:** Once the order is acknowledged, a ***contract*** is negotiated using ***informed consent*** and then ***accepted*** by all parties.
    - This determines the ***obligations*** for both parties.
    - Either party has the right to ask the other party for a ***copy of the contract***.
    - There is ***no obligation*** to perform at this point.
    - Signatures can be ***rescinded*** and ***contract terminated*** at this point.
- ➢ **Step 3:** The work must now be completed, or goods supplied, which follows the accepted contract.
    - Once the work is done, or goods supplied, a ***duty*** to carry out the ***obligation*** to ***pay*** is now determined, which is ***lawfully*** and ***legally*** binding.
    - The contract can no longer be terminated without satisfying all obligations.
- ➢ **Step 4:** An ***Invoice*** should now be produced by the party claiming payment.
    - The customer can request this document and can ***withhold payment*** until received.
    - The ***invoice*** should be time-sensitive, usually 30 days.
- ➢ **Step 5:** After the time period has elapsed on the ***invoice,*** a ***bill*** can now be produced by the supplier.
    - A ***bill*** can also be requested by the customer before the time runs out on the invoice.
    - A ***bill*** is not required for payment to be made, as payment can be made on an ***invoice***, and on completion a ***receipt*** would be presented.
    - The customer can withhold payment until a bill is received.
- ➢ **Step 6:** Once a ***bill*** has been produced and served upon the customer it is a ***demand for payment***.
    - A ***demand for payment*** at this point ***cannot*** be negotiated.
    - The customer can no longer withhold payment and is now ***obligated*** to pay it.

Note: All documents within this process have to be signed to have ***legal standing***.

Debt Enforcement

If the customer ***refuses*** to pay the ***bill,*** then the dispute over payment can be judged within the ***legal system***.

However, this only applies to a business ***registered*** to the ***country*** that the ***legal system*** operates within.

This means that for a business to claim a debt upon you, it must have the following:

1. DUNS number.
2. Company House Number.
3. Incorporated certificate.

Failure to prove this information means the identity of the company is unknown and therefore ***cannot*** be recognised by the court.

Note: If the company is ***not*** identified it ***cannot*** use legislation, acts or statutes.

For a person to be recognised within this legal system, the following information is used.

1. Legal persona name or ***surname***.
2. ***National Insurance*** or ***Social Security Number***.

If this information is ***not*** present then the person is unknown and ***cannot*** be recognised by the court.

Debt Liability

When operating within this ***legal system of commerce***, only recognised ***presentments*** and ***debt instruments*** can be used as, contrary to popular belief, a ***true sum certain bill*** is ***not*** paid but ***discharged***.

If due process of contract law and commerce has ***not*** been correctly adhered to, and a ***sum certain bill*** has ***not*** been, or ***cannot*** be produced, then ***no debt*** has been created and therefore ***cannot*** be ***discharged***.

Within these courts, all employees including the judge, follow the doctrine; ***"For he who allows himself to be deceived, let him"***.

This means the court will ***not*** help you if you are a victim of ***Fraudulent Inducement***, through ***fictitious paperwork***.

Furthermore, it is ***not*** the courts responsibility to check that all paperwork has been completed correctly.

And if you decide to accept a bill that is ***fabricated*** and is a ***deficient instrument***, then this is your choice and therefore the debt stands.

This can be as easy as being asked by the judge if you have received a ***"bill"***, and if your response is yes, then the debt stands regardless of the legitimacy of the document functioning as a bill.

Therefore, you should ***never*** refuse or challenge a bill as this would be considered ***acceptance***; you should challenge the underlining documents that ***support*** the ***alleged bill***.

Note: If a ***true sum certain bill*** is produced, it can be ***accepted for value*** within the court and the debt will have been discharged.

When dealing with a claim of debt, usually via post sent by a debt collecting agency, you should always ask the debt collectors if they are making a ***direct demand for payment*** and if the debt is enforceable within ***FCA rules***.

Note: Asking if they are ***"making a direct demand for payment"*** actually means, do they have a ***sum certain bill*** creating the ***demand***, which in almost all cases, they do not.

FCA

FCA stands for the ***Financial Conduct Authority,*** which operates within the corporate country jurisdiction of the ***United Kingdom***.

The ***FCA*** regulates the ***UK's*** financial service industry and has authority over all debt collecting agencies registered to the ***UK***.

On the 24th April 2019, it was determined in court that all debt purchasers who are ***not*** authorised by the ***Financial Conduct Authority cannot*** sue in the county courts over debt.

Debt collecting agents ***cannot*** rely on the ***FCA authorisation*** through an affiliated 3rd party, namely their client or principal creditor.

This means they do ***not*** have the ***legal right*** to pursue you for any debt they may have purchased.

Note: Debt collection agencies operating in the ***UK*** must ***register*** with the ***Financial Services Register*** to operate legally.