

# PROCESSING A FINANCIAL INSTRUMENT

### **The Game**

Before we can cover how these *financial instruments function* and the correct way to use them, we have to understand a few rules of the game.

- 1. You *cannot* discharge a *debt* with another *debt*, you have to use the *correct debt instrument* and apply it to the *correct type of debt*.
- 2. You must use the *legal persona surname* or "all caps name" that represents the estate and trust of where the credit is held.
- 3. The *birth certificate name* is your *public banker's name* used to administrate paperwork and financial instruments.
- 4. You *cannot* use your *family* or *living name* within this system of commerce.
- 5. You must use the *correct colour ink* depending on the *financial instrument* being used. In most cases it should be *blue* meaning *creditor*.
- 6. *Payment definition*: The fulfilment of a promise, or the performance of an agreement.
- 7. **No money** is used and **nothing** is **paid** for, only the creation and discharge of debt exists within this game.
- 8. Legal tender is *not payment*; it is only the *promise to pay* in the future.

# **Promissory Note**

When creating a *promissory note* within this system of commerce, you have to express the trust first, so it is taken as *credit* within the *private*, otherwise it could be taken as *debt* within the *public*.

What is required for a promissory note:

- 1. Original account number that relates to the *foreign situs trust* that was set up when the child was born.
- 2. The *registrar* signature and seal on the birth notification form.
- 3. The CUSIP number.

When the original foreign situs trust is set up, the *registrar* is the one designated within this trust to administer the trust as an *executor* of the estate, or bond, to issue *credit certificates*, or *promissory notes*.

As you are both the **beneficiary** and **executor** of this trust and estate, but are without a seal of your own, you can make reference to the following:

- Reference the *signature* and *seal* on the birth certificate for promissory notes.
- Name the *Registrar* who is responsible for the bank account.
- Make a *certified copy* stamp of the signature and seal.

The paper used should be printed on "money paper", which is the same paper used in the creation of **bonds** and **birth certificates** as these are also **financial instruments**.

Note: If the promissory note is rejected, then the debt is null and void.

### **Bill of Exchange**

When discharging a *financial instrument*, you can only write on an instrument that you have created, such as a *bond*, *cheque* or *promissory note* because you are the creator of it.

However, you must **not** mark a **debt instrument** written by someone else, as this invalidates the instrument.

If the debt instrument is created by someone else, then you must *endorse* their document by *embossing* your paperwork to it.

Note: On the back of a *giro credit slip*, which is blank, it may read "Please do not write or mark below the perforations".

Although a *giro credit slip* is *not* a *bill*, and therefore *cannot* be turned into a *bill of exchange*, it can be used to process your *bill of exchange*.

<u>Note:</u> A "credit slip" could well be a cheque, or it is the instruction to transfer "money" from one account to another; or more accurately to place the debit into an account that accompanies the credit.

This *credit slip* should accompany the *original sum certain bill*, but in most cases is only attached to a deficient document that *appears* as a *"statement"*, whereby you could request the *sum certain bill* before processing.

However, you can accept that a bill exists and therefore draft your own *bill of exchange* and *endorse* it to the *credit slip*, which should state the following:

This bill of exchange is hereby transferred by endorsement to [the payee]
For payment of sight of the sum of [Sum written as text]
Transferred by [the drawer]
Account number [the account the credit is to be taken or debit noted]
Endorsed by [Name of your Public Banker name]
Sign by [Sign on behalf of your Public Banker name]
Date [Month must be text i.e. 3<sup>rd</sup> March 2024]

This document is then *embossed* to the giro credit slip.

The *drawee* then signs the *bill* stating that it has been "accepted for value", and now the debt has been *discharged* and returned to the payee.

The **bill of exchange** is marked as **"paid"** or **"discharged"** and is returned to the **drawee**, which serves as evidence of the debt and has been discharged.

Once the *bill* has been discharged it can no longer be *negotiated* and transferred to another party, as the debt no longer exists.

<u>Note:</u> The drawee cannot reject a valid bill of exchange that meets all the requirements to be a valid *negotiable instrument*.

However, a payee is **not** legally obligated to accept a bill of exchange in payment, unless otherwise obligated through contract, legal code, statute law or legislation.

### **Cheque**

When you write out a *cheque* it is done so as a *sum certain debt instrument*, and when deposited into a bank account you have become the *creditor*, as *new credit* has just entered the banking system.

<u>Note:</u> This cheque system plays a large part in the bank's ability to carry out *fractional reserve banking*.

Cheques are considered as *negotiable instruments* and ownership can be transferred, meaning it is a type of *bill of exchange* which is drawn on a bank and is payable on demand.

The *drawer* is the *account holder*, the *drawee* is the *bank*, and the *payee* is the *person* or entity to whom the cheque is made out to.

### **Private to Public Credit**

The process of turning your *promissory note* or *bill of exchange* into *public credit* is to send it to either the *court* or *receiving office* of the central bank operating with the corporate country.

<u>Note:</u> It is possible for the *Chief Financial Officer* of a *registered corporation* to also process your promissory note, although this may incur an administration fee.

A **bill of exchange** can be sent back to the **holder of the bill**, which in almost all cases is the payee, and once the holder signs the back of the bill to endorse it, the bill becomes transferable.

<u>Note:</u> Although the *Federal Reserve Note* or "American Dollar Bill" is referred to as a "bearer instrument" as the note does not explicitly order anyone to pay anyone else, it is in effect a bill of exchange.

Insurance companies, mortgage companies and general "loan" corporations can process your promissory note for you, but in most cases will charge you to facilitate your credit for you.

Although not necessary, it is beneficial to employ the services of a *notary* who will include a *notarial* certificate of service with the *negotiable instrument* and mail the document for you.

This has the effect of removing your *legal persona corporation* from the mailing process, which has now been completed by "official offices" only.

### Instruction

The covering note with *instructions* for the court or bank should be included stating your *acceptance of value* for the *presentment*, which will also detail the *account number* where the debt can be discharged.

Note: A **Presentment** is a legal document meaning "a demand has been made" usually to enforce a **financial instrument**.

Forms of *Presentments* that can be accepted for value:

- 1. Promissory note.
- 2. Court papers (Case number is the account).
- 3. Bill of exchange.
- 4. Bonds.

Note: Although checks can be accepted for value, it depends on type, form and account holder.

There are three types of Presentment:

#### 1. For acceptance.

• The holder presents the bill to the drawee to formally ask them to accept liability for the payment.

#### 2. For sight.

• When a promissory note is payable "at sight" the payee must present it to the maker immediately to establish the maturity date for payment.

#### 3. For payment.

• This is the final stage where the holder presents the negotiable instrument to the responsible party to demand payment.

When writing your instructions it would be advisable to make reference to the regulations, codes and legislation that the country you are operating in must follow.

**The United Kingdom** is regulated by the following:

- Bills of Exchange Act 1882
- Consumer Credit Act 1974
- Stamp Act 1891

#### <u>Surname</u>

When you sign a *promissory note*, it is referred to as the "signature of liability" for the money or debt surety, which is the surety name or "surname".

Therefore, you *cannot* use an *autograph*, only a *signature* that shows you are signing *on behalf* of the *legal identity*, or *legal persona*, *surname* or *Birth Certificate Corporation* and *not* you.

Once you sign a *promissory note*, you have become the *creditor*, and if the promissory note is secured by collateral, you are now the *secured party creditor*.

### **Statement**

When you receive a *Statement of Account* or an *Invoice*, you have four options.

- 1. Do nothing meaning you owe it.
- 2. Argue it, meaning you owe the full amount.
- 3. You can correct and return it, meaning you can correct it to nothing or zero.
- 4. Accept for value and discharge the debt.

If you receive a **statement**, the **financial instrument** that is required to **settle the account** is usually sent **alongside** the statement.

The *name* of the *account holder* of the statement issued shall always be written in *all capital letters* and in *black ink*.

<u>Note:</u> You may notice subtle differences on how "your" name is written upon a statement or accompanying paperwork; this means there is more than **one account** being referenced.

**Statements** are given as **positive values** as the **account** or **balance** has already been **credited**, which means in laymen's terms, the **"bill"** has already been paid.

<u>For example:</u> If the statement is from a credit card company, they have already *credited* themselves with the amount requested, and just require you to complete the *financial instrument* or *"accept for value"*.

<u>Note:</u> Remember the **statement of account** that is sent to you belongs to the corporation and **not** you. It is **not your account** but **their account**, hence why it is **credited**.

It should also be noted that the statement that is sent to you is **not** the only account being used within this **double entry book keeping** system.

The cheque attached to the statement, or *financial instrument*, which is returned, is now a *debit* which *balances* the *credit* on the statement and *"resets"* the account to *zero*.

# **Payment Coupon**

Once a **bond** has been issued, the **holder** of said **bond** usually receives payments by way of **interest** from the **bond** creator.

One way this is done is through the use of a *Payment Coupon*, which is the interest paid annually to the *bondholder* by the *bond issuer*, which is usually done quarterly throughout a year.

A **statement** of the bond is printed and sent to the bond issuer with a **Payment Coupon** drafted at the bottom of the statement which can be **detached**, **completed** by the bond issuer and **returned**.

The *Payment Coupon* will have instructions on "how to use" with a partly drafted cheque printed on the reverse of the coupon for the bond issuer to complete; such instruction are usually as follows:

- "Detached at perforation above and return with cheque."
- "Return this portion [detached slip] with your payment."
- "Payable to [name of corporation]."

The party drafted *Payment Coupon* will have a *routing number* clearly printed which may *not* correspond with the account the statement is for.

<u>Note:</u> In more modern times, *barcodes* and *QR codes* are being used alongside, or instead of, the *routing number*, usually to disguise what is really going on.