

Purchasing a Car

Using a Promissory Note

March 2013



Using a Promissory Note to Purchase a Car

Table of Contents

Using a Promissory Note to Purchase a Car	2
Purpose	2
How it Works: Process One.....	2
Waiver	3
The Process:	3
<i>Decide on Your Car</i>	3
<i>Select a Dealer</i>	3
<i>Discuss Payment Process with the Dealer</i>	4
<i>Reach Agreement with the Dealer</i>	5
<i>Trade Ins</i>	6
<i>GST, Stamp Duty & Luxury Car Tax</i>	7
<i>Registration</i>	7
<i>Get an Invoice</i>	7
<i>Prepare the Documents</i>	7
<i>Deliver the Documents</i>	7
<i>Negotiate with the Dealer's Bank</i>	8
<i>Confirming Progress</i>	8
Use a Trust	8
Bank's claim to not accept Promissory Note	8
How to Process the Promissory Note	8
How it works: Process Two:	0
Over riding law: Bills of Exchange Act 1909 (Cth) and Merchant Law	9
Past Results	9
1. Successes	9
2. Failures or incomplete	10
Holding Your Position	11

Purpose

The purpose of this document is to assist you in the process of purchasing your car and paying for it using the credits attained from processing your Promissory Note, either by drawing on credits from your running balance account within your share of the Federal Treasury Account accessible via your tax file number and Birth Certificate number, or through securitization (more likely) of your Promissory Note by the Dealer's Bank. This is a purchase by way of **'DIFFERENT PERFORMANCE'**

How it works

The Promissory Note may either

1. be drawn against the balance of your share of the Running Balance Account (a.k.a. Treasury Trust Account), being an account held within the Australian Federal Treasury, As the drawee, much the same as a bank on a cheque when you as signer or drawer Draw a cheque against a regular bank account OR
2. be securitized by the bank when it collects numerous negotiable instruments, being securities and therefore tradable, it is bundled with other securities until the gross value of the bundle achieves a significant commercial value in the order of billions of dollars upon which the bundle is sold to offshore fund managers for a premium such that the credits attained from the securitization process of each individual security is returned to the originating lender. Where there was a loan application by a borrower, the credits-proceeds attained from the securitization process is returned to the lender and the liability (debt) to the bank discharged.

In the case whereby a Promissory Note is delivered to the bank and is securitized, there is no liability to the bank such that the item purchased by the delivery of the Promissory Note to the bank and the title to the purchased item (Certificate of Title) is free and clear.

There are some specific steps to follow and this document provides an outline of those steps

Waiver

This document is for education and entertainment purposes only. You should make your own enquiries before making any decisions or proceeding with any actions.

The material in this document is not legal advice nor should be taken as such. The book is a result of the research and application of the information attained from that research. The author takes no responsibility nor accepts any liability for any errors, inaccuracies or omissions. It is the reader's responsibility to conduct their own due diligence to verify the accuracy of the contents herein disclosed. Enjoy your reading!

The Process:

In summary the process is:

1. Decide on the Car's you wish to purchase
2. Discuss the payment method and procedure with the dealer, preferably with the CEO or owner
3. Prepare the documents after completing an initial meeting with the appropriate decision maker/s at the dealership to ensure they are on board with proceeding with the process
4. Collect your Car's when the paperwork is processed and the credits are in the dealership's bank account

Decide on the Car/s

This part is entirely your choice. What make and model do you like?

Consider purchasing more than one car at one time. The amount of paperwork and effort is the same for one, two or three cars. The dealer will love you more for your multiple purchases at one time and likely you'll get a better deal and better service. In my own experience with one manufacture, after a 90 minute conference in the dealership CEO's office, the entire crew of about 12 salesmen stood listening at the door and were excited to follow the process with intent to use the process themselves upon a successful outcome. However, as the dealership account was held at a small bank, the process 'apparently' failed though the Promissory Note was NEVER returned! Fortunately because the CEO was for-noticed by me the process may be defective because the small bank may not (unlikely in my view) have a Treasury account or access to the securitization process. The CEO was eager to open an account thereafter with one of the big four banks. Unfortunately the author hasn't found sufficient time to follow up such an exciting opportunity!

Take into account all the options you want to add to your car including all after market add-ons. Normally you might purchase these later as the dealer price is not usually the best value. However, since you are now purchasing the car with a Promissory Note, price isn't an issue, and you will achieve the best value by getting the dealer to attend to all of these before delivery of the car to you.

Similarly, you would be wise to negotiate 12 months or longer servicing and maintenance into the price as well as all insurances and 12 months registration. Include as much as you can on the amount within the Promissory Note so you'll have less items to pay out of your hard earned cash later. This isn't about getting for free or not paying. This is about 'discharging' liabilities by 'different performance' as opposed to 'strict performance' (see legal definition of the word 'satisfaction').

Ensure the amount of the Promissory Note is at least 20% higher than what is disclosed on the final account statement to enable the lender;

1. to cover any costs of securitization and
2. to attain a reasonable commission as an incentive/inducement to facilitate the credits for you through its ability to securitize negotiable instruments – securities

There is no need to haggle with the dealer/dealership over the price of the car or other benefits or services as the Promissory Note will cover all costs. You can even afford to be generous and leave a little 'extra' for the dealer for having 'come your way' to trial the process. You may also gain superior future services, and benefits for having brought the business to them to begin with. Every business loves free new business from your introductions.

Select a Dealer

Check with Solutions Forum for a list of dealers on their database who are familiar with and happy to use the Promissory Note payment process before you begin looking for and calling upon dealerships. It will be easier

and simpler to use an existing dealer/dealership familiar with the Promissory Note payment process than educating a new prospective dealer. The choice is naturally yours, the prospective purchaser.

Discuss Payment with the Dealer

If you're approaching a car dealer that is unfamiliar with the process, a most likely scenario, then you'll need to start by explaining the process to them, as I did, around the CEO's table with the key decision makers. If it's a large dealership, you may require the CFO (Chief Financial Officer). You'll need their prior agreement in order to begin the process. Naturally if the dealer sees it as a win-win situation they'll be extremely enthusiastic to proceed.

Car dealers are businessmen and are naturally interested in seeing a profit. Common sense prevails so the easier you make the presentation, the easier and quicker the agreement will be attained and the smoother the whole transaction will be.

Firstly, you need to approach and speak with the CEO or owner, person in charge of the dealership about what car you want and how you're going to pay for it. You may use the following information and approach as a guideline.

- State Promissory Notes were common place and in widespread usage up to approximately the 1950's before banks took over the financial system within Australia
- Promissory Notes are still widely used in commerce within the larger transactions done between the larger corporations and even governments.
- Promissory Notes are instrumental in 'discharging' liabilities and financial obligations and you know of people currently using such instruments to discharge credit cards, personal loans, car loans such as with GE and even mortgages
- Promissory Notes are legal tender as described at S89 of the *Australian Bills of Exchange Act 1909 (Cth)*. They operate in a way similar or same as cash.
- Promissory Notes are cash! There are case law precedents such as Lord Denning whereby the Judge stated that 'a Promissory Note or Bill of Exchange is equivalent to cash and is to be regarded as such, and is regarded as cash in this court'.
- If you look at a \$100 note, a note being a Promissory Note (*S4 Australian Bills of Exchange Act 1909 (Cth)*) it says on its face 'This Australian **Note** is legal tender'. The \$100 note is itself a Promissory Note, in that it PROMISES to pay \$100 and it gives the holder some value. i.e. it's a Promissory Note that is widely accepted and negotiable
- A Promissory Note is same as a bank note except it is not produced by a company but by an individual
- We have the statute authority to act as a bank under *S4 Australian Bills of Exchange Act 1909 (Cth)* where it defines banker as: an unincorporated or incorporated body of persons, which describes us
- The credits from the Promissory Note come from one of two sources. This may be;
 - a) From within the Federal Treasury Account within the Australian Taxation Office where every citizen of Australia has a share of the national estate reflected in the credits within the treasury account. One's tax file number and Birth Certificate number accesses our share of the credits or wealth of the national estate. The name of the account is believed to be called the Running Balance account and reflects the value of the national estate for which every Australian that has a Birth Certificate has a share – a fractional proportion relevant to the population number OR
 - b) From the securitization (most likely process) of the Promissory Note by the bank whereby the note is bundled with other securities to make up a tranche which is sold to a US fund manager for more than the face value of the note, the proceeds being repatriated back to the bank for distribution
- In process 'a' above, access to the Treasury account is facilitated by providing a copy of one's Birth Certificate and tax file number to the bank concerned
- This is a private process and private information not available to the general public. Members of the general public are regarded as wards of the state by virtue they are deemed by the government as being incompetent. Those who don't properly comprehend the process and don't know how to hold their

position or properly respond to questions have been known to cause themselves harm. It is important people properly and competently comprehend the process. This is a relatively straight forward process but it requires the user to comprehend what is involved and what to properly hold their position

- If the dealer asks for more information, then provide it if competent to do so. If not then simply state you're not privy to the intricacies because the bank won't disclose their technology to outside sources, but that you're sufficiently aware the process occurs as well as the results it's attaining amongst the people you know. It's an opportunity to promote the Solutions Forum weekend workshops where they can attain the information they seek
- We have prepared formal instructions for your solicitor in order to proceed and facilitate the payment process from payment by Promissory Note in order to attain the credits to your account
- We don't wish to take delivery of the car until such time the credits are within your bank account, is that fair? That way no-one is out of pocket and it's a win-win transaction for everyone
- If there is any negative feedback from your bank, are you prepared to open an account at one of the big four banks and give this process a proper go?
- If there is a problem with the process with the large bank, you still have the car/s, the agreement is terminated and nothing is lost
- Our intention is to be completely transparent with you so we all can work together for mutual financial benefit, is that fair enough?

Reach Agreement with Dealer

If the dealer is as excited as the dealership I approached, you should be home and hosed

If the dealer does not agree to use the Promissory Note payment process, then politely thank him for his time, inform him you will notify him should you be successful elsewhere, wish him well and leave.

There are many other dealerships waiting for an opportunity to conduct business with you, even if it means taking a chance upon a formerly untried payment process. The prospect of losing a 2, 3 or 4 car deal may change their mind. If not, don't waste your time attempting to convince or persuade them. A fully co-operative and committed dealer is far superior to work with so everything flows easier and quicker.

If you encounter problems or issues, check with Solutions Forum for a list of dealers who support the Promissory Note payment process and are happy to use it again and again.

When a dealer agrees to use the Promissory Note payment process, you are then ready to proceed to the next step; reaching agreement on the prices of the cars, accessories to be supplied and sundries so that a total price is agreed upon, the total value to be exchanged [price].

Although it is inherent in most people to haggle for the best price because of our preconditioned mindset to reason for the lowest price because we are using our own 'scarce' cash resources so keep in mind, you are not now constrained by such limitations because the amount you may write in figures on your Promissory Note (hereafter 'not') has technically no ceiling limit! Does that mean one ought to exercise their often predisposition to greed, as a result of their previous life of lack? NO!

Here is my first **for-warning! Take notice** the market has an uncanny mechanism to isolate and punish greed, usually through the judicial and legal system. Competency and greed rarely mix. Competency takes time, research, study, application, grit and backbone, persistence and even much empathy.

These ingredients are not conducive with a 'greed' or 'make a quick buck' mindset.

Any real work and effort in applying one self to study in order to attain sufficient knowledge to not only complete contracts with attached payment instruments along with at least sufficient consideration to support a simple contract but to *hold your position* should any challenges from the bank facilitating the credits for you, occur, should no doubt put off those with the mindset of 'get rich quick' mentality.

The Promissory Note payment process is entirely about honour and certainly not about, like some uneducated folks claim, getting something for nothing. The fact is the Promissory Note payment process is a legitimate process and permitted under authority of statute whereby you, as the banker (*S4 Bills of Exchange Act 1909 (Cth)*), have authority to create credit instruments and attain a benefit by them. The payment of goods and services are facilitated by a process of 'different performance' rather than 'strict performance' (*check legal definition of the word 'satisfaction'*).

Some examples of the result of some folks focusing on greed rather than competency, are disclosed on page 10.

Now this is cleared, remember, that when using your note, the amount of the final total price will not directly effect you. You may even be somewhat generous, thereby attaining superior service from your dealer who appreciate your custom and generous 'tips' thereby achieving a win-win for all parties to the contract.

Create a simple agreement in regards to the purchase of your car listing all conditions, or simple accept the *Bill of Sale* and other public documents from the dealer, checking all terms and conditions first and redrafting any that are unsuitable to you by simply crossing horizontally through the line/s of text containing the condition/s with a biro along the edge of a ruler and initialing every change, addition or subtracting, just as you do when negotiating the contract on the sale/purchase of a home. CONTRACT LAW=MERCHANT LAW prevails.

Folks ought read two useful books:

1. The Bills of Exchange Act 1909 (Cth) – freely downloadable from the web
2. Australian Mercantile Law – Yorston & Fortescue 13th or any other edition. Ours second hand book cost the princely sum of \$5A plus postage

The author suggests before purchasing your car that in the interests of protecting your property from any unwanted pirates, and we all know who they might be, to create your Trust as the owner of the car for the purpose of asset and privacy protection, just as the wealthy do. For information on this subject matter go to www.solutionsempowerment.com

Therefore you can immediately protect your privacy by entering the name of your Trust as the car's owner, for ownership and registration purposes. As the trustee, you may sign all documents on behalf of the trust, if property and privacy protection is important to you.

Ensure when you sign the contract of purchase to;

1. Add a 'subject to finance' clause and stipulate a within 90 day period should the bank claim to be unable to securitize the note such that the sale is subject to the bank's acceptance of the note and specify precisely the note that you deliver to the bank is YOUR note with its own unique Promissory Note (PN) # upon it, because if you don't you may find you must pay in Australian Reserve Bank notes which are also Promissory Notes! (*see attached copy of a completed Promissory Note*), and
2. Sign the paperwork as a CREDITOR, as follows;

By *Your signature*

Your title case full name eg John Henry Doe
All rights reserved

3. Ensure you have limited and negated your liability to the holder of the contract (*S21(1), S36(5)Australian Bills of Exchange Act 1909 (Cth)*) by writing on the top left of each page of the contract the words:
NOT NEGOTIABLE
NON TRANSFERABLE
WITHOUT RECOURSE

Trade Ins

Most car buyers have an existing car to trade in, so there are several options:

1. Keep the car
2. Give the car away to someone deserving
3. Sell the car privately for cash
4. Trade the car with the dealer or sell it for cash to the dealer

When using the Promissory Note payment process, the final price doesn't effect you because the credits are raised elsewhere. Therefore, you don't need to bargain your trade in the deal with with the dealer to reduce the overall final price.

If you understand that in any car purchase, the lower the overall purchase price attained by the dealer or dealership, the lower their margins and generally therefore the lower the price you'll attain for your trade in. If you'll willing to pay top price for the new car (which you're purchasing by using your Promissory Note), then you'll attain top dollar for your trade in car (which you may want to accept cash for rather than a reduced overall changeover price)

The author suggest to never include the old car in the sale price of the new car/s changeover because you are forgoing the old cars value unnecessarily. It would be better to have given the car away to someone in need.

[GST, stamp Duty, Luxury Car Tax](#)

Exemptions for taxes and duties is possible if the car is purchased by a NOT FOR PROFIT and NON GOVERNMENT ORGANISATION such as a private Trust or Foundation. For information go to

www.solutionsempowerment.com

However you may find that it may or may not unduly delay the purchasing process and to what end if the credits are coming from the securitization of the Promissory Note anyway. You may also stipulate in your contract a waiver of taxes and duties by virtue a private entity is the purchaser of the car/s.

[Registration](#)

Are you intending to register your car/s under the local statutory authority or provide your own diplomat plates? Unless one is properly and competently prepared to address any challenges-backlash from the alleged 'authorities' it may be simple and quicker to proceed with the local statutory authority until such time as one is sufficiently competent to take the giant step to transfer into the private. Also, if your intention was to sell the new car in the near future it is easier to facilitate the sale with traditional registration rather than either being unregistered or having your own plates on the car.

In any case, ensure the owner of the car is a separate entity, such as a Trust, in order to protect your property and your privacy

[Obtain an Invoice and Contract of Sale](#)

Ask the dealer to prepare an Invoice (not tax Invoice) for you clearly listing the car/s to be included in the transaction, the add-ons included, any additional services provided, registration and any other costs so that a final total price is attained. Having the Contract of Sale is critical because one needs evidence of a liability in order to use the Promissory Note payment process to discharge the liability. Without evidence of a liability, the process cannot be performed and the bank is unable to facilitate credits for the delaeer without first having evidence of a pre-existing liability to be discharged.

[Prepare Your Documentation](#)

Prepare your documentation by substituting your details in the areas marker <filed> or <FIELD> in the attached templates from page 16 including your full name, contact details, address, tax file number, Birth Certificate number, dates, dealer details etc

Eg

- Promissory Note <Code> = Promissory Note Number 'PNABC513123456789' whereby the;
PN = Promissory Note
ABC = the initials of your full name
513123456789 = the 12 digit registered mail envelope number, being a 12 digit international code and therefore a tracking number should you be required to trace the owner of your Promissory Note after it's been securitized by the bank
- <Car Dealer> = dealership name e.g. BRISBANE MERCEDES BENZ
- ,Dealer's Name> = Dealer's representative or salesman e.g. John Doe

These are documents you need to prepare:

- Promissory Note for car purchase
- Covering Letter with purchase conditions
- Copy of Birth Certificate
- Trust Deed if using a Trust for the purpose of car ownership
- Notice of Appointment of Fiduciary

You may appoint the local branch manager of the bank, the Chief Financial Officer or the officer in charge of securitization as Fiduciary with instructions to oversee the processing of the Promissory Note, if its within his job description to do so, or direct the note to the appropriate office with instructions to process it.

Deliver Documents

It is suggested that when your documents have been prepared, to deliver them in person to the dealer rather than by registered post to afford you an opportunity to go over the process one more time with the relevant person, the accounts manager, CEO, CFO, or principal.

Negotiating with the Bank

It is sufficient for the dealer to deliver your paperwork to his Bank for processing.

The author suggests, in order to maximize the likelihood of a successful outcome, to either;

1. organize to approach the local bank (by phone or in person) where the dealer has their account with your dealer or their appropriate account manager so you can instruct the bank manager to direct the Promissory Note to the appropriate office for processing and mention the 20% surplus amount on the note is the bank's commission for processing the note. It ought be a win-win situation. You might mention that you have 100+ friends who would come to their branch to process similar requests so the bank could reap significant financial benefits by working with us. Remember, you only attain what you want when you ask for it. Should the bank manager say he is unable to effect the processing, ask HIM what similar options might be available so any liability created in a commercial transaction can be immediately discharged by delivery of a negotiable instrument or any other 'private process' he may be aware of.
2. Contacting the bank by phone and asking at which office their bank effects securitization of negotiable instruments and whether you might have their contact details as you wish to conduct commercial business with their bank, then either ask the branch level to process your note or contact the relevant securitization office directly and effect the process. The advantage in dealing direct with a securitization office is it bypasses any claim from the branch level that the bank cannot accept a Promissory Note or effect its securitization and therefore the effect and necessity in 'holding your position'.

Remember this is a private process within the private section within the banking system and is NOT public knowledge, nor should it any result you attain from this process be broadcast publically because it will draw attention to you and UNRAVEL what you have so far already accomplished. i.e. you will be attacked and you will have your property taken from you through fraud charges and if unsuccessfully defended you may end up in jail. Keep private what ought be private!

Confirming Progress

Follow the above steps and verify for yourself each step in the process

Use a Trust

As already disclosed, there are several reasons why it is desirable and advantageous to use a Trust to purchase the car in the name of that Trust, rather than your own name [your entity – legal fiction juristic person name]. It provides a level of protection against any potential litigation against you personally, as you are not the owner of the car, a Trust being a recognized 'entity' or legal person on par with a 'person'. It affords excellent asset protection. You may also wish to protect your privacy.

Do the elite own not 'control everything but own nothing'? Therein lies the secret to wealth generation!

For Trust information you may visit www.solutionsempowerment.com

Bank's claim to not accept Promissory Note

1. Demand the return of your Promissory Note. If it is not returned within four weeks of having delivered it to the bank, do a as search to trace it as it may have already been securitized. For assistance go to www.solutionsempowerment.com
2. Try another bank

How to Process the Promissory Note

Treat the Promissory Note as a cheque though legally it is a different kind of security being a two party instrument as opposed to a three party instrument, as is a cheque, the cheque being a Bill of Exchange.

If dealing direct with the bank, you may deliver the documents below directly to the bank by registered mail. The author doesn't advocate this process because of the higher probability the bank will reject the note yet

keep the negotiable instrument. If one knows how to hold one's position, by replying by phone, in person or in writing, 'did you not return the note, does retaining the note for longer than 72 hours evidence acceptance, does action not over ride words'? For a more thorough list of statements that 'hold your position' see page 12.

The author advocates you make an appointment with the manager of the bank in order to walk them through, in transparent manner, the process so by doing so you eliminate any potential claim for fraud as well as addressing any issue or controversy immediately, while at same time requesting the office that securitizes the securities.

You should have in your possession:

- Promissory Note for car purchase
- Contract of Sale and invoice and your Covering Letter with purchase conditions attached to it
- Copy of Birth Certificate
- Driver license or Passport with photo ID
- Trust Deed if using a Trust for the purpose of car ownership
- Notice of Appointment of Fiduciary

Inform the manager you want the note securitized and present him the evidence of the liability that enables you to raise the note. Let him know the 20% credit amount on the note, being above and beyond what's required to settle the liability, is a commission to the bank to disperse at their discretion for facilitating the process and that if they are happy to do so, you can bring much further business to his branch.

The author's second **for-warning: Take Notice:** Make it clear to the manager that if the bank retains the note, it is deemed by all parties that the note was accepted and securitized by the bank, so should the bank later claim it has not accepted the note or cannot securitize it yet failed to return it, you will make the allegation of fraud against the bank. You either want performance or recovery of your property, the note. If the bank manager makes the claim the bank cannot process the note then retain possession of it and approach the bank at a higher level.

Cannot have it both ways. This is where 'holding your position' comes into its own and separates success from failure.

The securitization process is accomplished by settlement date, a period usually within 30 days.

How it works: Process Two:

Alternatively, one can attain a car loan from any finance lender but a Bank lender is preferred as they understand negotiable instruments, such as Promissory Notes and will know to securitize it. Smaller financial institutions are less likely to have their own facilities to perform the securitization process, particularly car dealers. Once you've attained your car loan, it is suggested you make monthly payments for the first four months, so as to deflect any potential claim as to self enrichment when delivering your Promissory Note, and thereafter deliver a Promissory Note to the Bank lender. The process is more involved and subject matter for to a third edition of this booklet. Suffice to say the key element to this process is holding one's position. Below are examples of two successes from only two cases tried for car loans.

Over riding law: Bills of Exchange Act 1909 (Cth) and Merchant Law

The Australian *Bills of Exchange Act 1909 (Cth)* (BOE Act 1909 (Cth)) **governs** commerce within Australia and is **the** over riding Commonwealth Law in commerce, only over ridden by the Bankruptcy Act 1966. See *BOE Act 1909 (Cth)* S5

Past Results

1. Successes

- i) During the course of 2005 two people approached the author for assistance to discharge their liabilities for their respective car loans. The loans were successfully discharged by deliver of a Promissory Note in favor of the payee (GE in both cases). One loan was for \$2,500, the second was for \$84,000. Regarding the first loan the author is still in possession of a letter from the payee confessing to have cancelled the car insurance for the amount of the loan. Upon calling the payee, the clerk answered my question of why the insurance was cancelled, by stating GE no longer had an interest in the car

- ii) During the same year the author successfully discharged a liability to a major fuel company, as a last resort after a business partner destroyed the cash flow of the business, thereby leaving the author vulnerable to bankruptcy proceedings. It required 'holding one's position in court' when the creditor – payee fuel company commenced litigation for the amount. The author asked the Magistrate whether it was not an abuse of process as well as being deemed theft in any court in any country that a party takes possession of property from one entity (the author's Trust that owned the real estate property) in lieu of an alleged debt to another party. As the Magistrate remained silent, I stated 'I take your silence as your agreement it would be theft. Are you going to charge the fuel company for attempted theft?'. The matter was dismissed!
- iii) As the author has issued about 25 notes to date, there may be other successes that he is unaware of as the author didn't receive feedback from a number of recipients of the notes
- iv) Until recently the author used other processes to discharge liabilities rather than notes. However notes are recently being issued again, the outcomes looking favorable but not yet closed.

2. Failures or incomplete

- I) A number of notes were issued in 2005 – 2006 to people who had for liabilities against councils. Although in most cases there was no feedback for the author to report, it is believed the rate liabilities were not discharged though the author has no reported cases where the note was ever returned. It is believed failure is due to failure to 'hold position' rather than any error, defect or deficiency in the payment process. The question arises; why would some liabilities be successfully discharged while others not when using the same process?
- II) The author was approached by two people immediately following a weekend workshop in 2008 for assistance with crating notes to purchase a car each. As the requesters were both brand new to the process, the author declined their offer. Following this workshop the author withdrew the Promissory Note module component from further weekend workshop presentations as it was apparent some people focused more on the 'commercial' components, applications and benefits of the workshop than the education and learning component.

The author's **third for-warning; Take Notice**: Money follows competency, not vice versa!

Both requesters thereafter attained notes from an intermediate possessing the author's templates and proceeded with the purchase of their new cars through traditional means and thereafter issued the notes against the lender. Both were tested (we call it 'backlash') by their lenders who claimed not to accept the notes but never returned them. Within 12 months one of the purchasers, under duress by the lender, police and family, had returned the car to the car dealer and the other had the car repossessed by the police and fraud charges laid. After another 12 months and lots of legal expenses the fraud charges were quashed. The moral? Don't begin a process until you are certain you are sufficiently competent to settle a purchase and never place oneself in position of being susceptible to a fraud charge. That includes knowing how to 'hold your position'. This process isn't for beginners!

- III) Failure and success: In 2008 a couple who are friends approached one of the big four banks to investigate the process of securitization of notes and whether the bank, in a private capacity, could facilitate the process for them. An initial meeting was held, details discussed and another meeting appointed to permit time for the bank personnel to make necessary investigations. Upon arriving at the second scheduled meeting, my friends were affronted not only by the banking personnel but by two Federal police officers. My lady friend asked the bank employee 'have you not breached our agreement in regards to this private meeting by bringing along uninvited guests? This meeting is now terminated.'
- Two points:
 1. As a result the successful outcome of securitizing a note was not attained in this case because the process was never completed.
 2. This couple showed their competency at successfully holding their position and discharging any alleged 'fraud' claim that may have resulted as well as preventing any future opportunity for self incrimination by testifying.
- iv) In 2009 the author approached in person a car dealership in Brisbane to investigate where the dealership was interested in trialing the Promissory Note Payment process. That dealership declined the offer. However the second dealership opposite the first did not!

On approaching a salesman and popping him the question that 'I like (that make of car) and am interested in purchasing two such cars, one for my partner and one for myself and whether they had ever facilitated a purchase by way of Promissory Note?'. He said he had never heard of such a process but introduced us immediately to the CEO and owner of the dealership. We were afforded a private 90 minute meeting whereby the CEO was total absorbed and fascinated by the process. He raised many questions which were quickly and competently addressed.

My approach was essentially, are you familiar with Promissory Notes being a negotiable instrument formerly commonly used to discharge a liability until the banks took over the finance industry? Naturally he answered in the negative. The key is walk gently, be armed with facts and at all times be transparent. I walked him through Reserve Bank notes, a note being a Promissory Note – quoted S4 of the *Bills of Exchange Act 1909 (Cth)* the superior Commonwealth Law, above all else and governing commerce within Australia. A Reserve Bank note was simply a promise to pay the bearer of holder. The same applied to our note except when deposited with a major lender, they would securitize it and attain the credits from the new owner, a US fund manager. It blew him away to say the least. Bottom line, I asked him 'if you keep the two nominated cars in your possession until the credits are in YOUR bank account, would you be willing to give this process a try, because if it was successful I could bring him 100 or several hundred customers, all who love (make of car)?' He almost pulled my right arm out of my socket in excitement when we shook hands.

However, the dealership account was with a small bank so I 'for-notice him' that it was likely the process may be unsuccessful using a small bank, as it may not have the resources or connections to undertake the securitization process (this may not have been correct but to cover myself I made the statement so I had an open avenue to come back if the process failed) and if this proved the case, would he be open to opening an account with one of the big four banks. He answered in the affirmative.

By the end of the meeting all of the salesmen, about 12 folks, hung around the front glass door of the CEO's office. At the meeting's conclusion there was much excitement in the air as all salesmen offered 'if the process works we want new cars too and can we do this process?' The short answer is *ONLY WITH SUFFICIENT STUDY AND COMPETENT APPLICATION*.

It was this particular experience that gave rise to the first edition of this booklet on 2nd March 2009.

- v) A small number of notes were issued for other liabilities but the recipients were either unable to hold their position or in some cases where legal proceedings arose, were unsuccessful because the court doesn't always operate on a level playing field, particularly when playing in the 'patch' of the banking elite or tax office, and remedy is at times a challenge to attain. The author suggests to avoid legal proceedings unless one is sufficiently competent in that area or has sufficient financial reserves to employ competent legal representatives, if any.

The author's **fourth for-warning; Take Notice**: Avoid court where possible. Remember, you're entitled to be tested by the judiciary and legal system (wasn't Peter tested three times before the cock crowed? Were the two ladies claiming ownership over the same baby not tested by Solomon and did Solomon not determine the real mother by offering them a 'fish hook', a test, by stating 'let's cut the baby in half and you each can have half each' thereby identifying the real mother who thereafter said in a horrified tone 'no, she can keep the baby, I don't want my baby harmed', thereby identifying the real claimant?) by their, what appear to be, false claims or 'fish hooks' that test and distract you such that you incriminate yourself and assume the debtor status rather than the creditor status (subject of another book).

The judiciary is entitled to test you to ensure you're competent in pursuing your remedy. A pretender-debtor, is not permitted to claim rights reserved for a creditor(man, woman, people). Check your legal dictionary for the legal definition of 'person'. It isn't what you may think it is.

So, unless you're competent in addressing courts, or have sufficient funds to employ a competent lawyer, you ought avoid litigation and appearing before any court. That's a simply process. Any summons you receive to appear before a court is simply an offer or invitation to attend and can be legitimately accepted or not accepted by writing across it in bold red writing;

'I DO NOT ACCEPT YOUR OFFER TO CONTRACT.
REFUSED FOR CAUSE WITHOUT DISHONOUR,
I DO NOT CONSENT TO THIS MATTER PROCEEDING,
SETTLED PRIVATELY,
RETURN TO SENDER'

Holding Your Position

For the reader's benefit so the reader is assisted in attaining a level of competency when any 'challenge' (we call 'back-lash') of the payment process occurs, the author has included an in-exhaustive list of responses that once learned and internalized, will enable anyone using the Promissory Note payment

process, or any other of numerous processes, to 'hold their position' and successfully achieve the objective of settlement of the liability and closure of the formerly outstanding account.

Simply delivering payment of the Promissory Note to the payee – creator of the liability will achieve settlement in a small percentage of cases. Where people fail is in holding their position.

If the reader can learn the simple responses below, success will not only be attained, but the skills learned and internalized by this whole process will add tremendous commercial value to your skills and is recognized and rewarded by the marketplace! Happy studying and REHEARSING!

1. You have not paid!
 - a. Are you claiming the instrument tendered is not a sufficient alternative consideration to discharge the liability? (*Check legal definition of 'satisfaction'*)
 - b. Have I NOT paid according to the tenor of my acceptance? (*S59 & 60 BOE Act 1909*) (Remember you may need to ask the Q 3 X if they don't answer in the affirmative. After 3 X failing to answer, YOU have the right to answer for them)
 - c. Are you claiming the Bills of Exchange Act 1909 (Cth) is invalid and no longer in force or effect?
2. You need to pay with legal tender.
 - a. Are you claiming the negotiable instrument tendered is not sufficient alternative consideration to discharge the liability?
 - b. Did Lord Denning not state: "**We have repeatedly said in this court that a bill of exchange or a promissory note is to be treated as cash. It is to be honoured unless there is some good reason to the contrary**" (Lord Denning M.R. in *Fielding & Platt Ltd v Selim Najjar* [1969] 1 W.L.R. 357 at 361; [1969] 2 All E.R. 150 at 152, CA)?
 - c. Are you claiming a PN is NOT legal tender? Do you have some proof?
 - d. Are you claiming paying by BOE is not valid or is insufficient alternative performance to discharge a liability?
 - e. Are you saying a Reserve Bank note is NOT a Promissory Note?
3. We don't accept your method of payment.
 - a. You already have!
 - b. Are you claiming the instrument tendered is not a sufficient alternative consideration or performance to discharge the liability?
 - c. Fine, is that not your confession to already having discharged the liability against the drawer?
 - d. Did you not receive the PN/payment instrument? (YES)
 - e. Did you not accept something offered? (YES)
 - f. Did you not assent by your silence, & did you not show your acceptance by virtue of holding it in your possession for over 72 hours after receiving it?
 - g. Is the legal definition of acceptance NOT 'assent, accept, receive, take something offered?' (hahaha DING DONG)
 - h. Did you not fail to return the payment instrument drawer-maker within 72 hours of receiving it? (Ding Dong, TOO LATE BUDY to make the claim)
 - i. Does action not over ride words? (Held onto it for over 73 hours = acceptance)
 - j. Did you/the payee not FAIL to present it for payment thereby discharging the liability against the drawer-maker? (*S92 & S93 of the BOE Act 1909 (Cth)*)
4. We don't like the way you pay your debts
 - a. That's ok, we don't like the way you make you orders/judgments/statements/notices!
5. A Promissory Note can't pay the debt!
 - a. Correct, but can it not DISCHARGE the obligation or liability?
 - b. Are you claiming a PN is NOT equivalent to cash and must NOT be treated as such?
6. You can't pay the debt with this instrument.
 - a. What do you mean, I just did!
 - b. Are you claiming a Promissory Note (PN) is insufficient alternative performance to discharge the liability? (*Will NEVER say yes, or their claim will wipe out the Australian currency, which are also PN's*)
 - c. Are you claiming a PN is NOT equivalent to cash and must NOT be treated as such?
7. We don't accept PNs...
 - a. Oh, you already accepted it, too late!

- b. Are you claiming a Promissory Note (PN) is insufficient alternative performance to discharge the liability? (*Will NEVER say yes, or their claim will wipe out the Australian currency, which are also PN's*)
 - c. Did you not receive the PN/payment instrument? (YES)
 - d. Did you not accept something offered? (YES)
 - e. Are you NOT in your possession of it for over 72 hours after receiving it? (Contract law – If in possession 72 hours = accepted contract)
 - f. Is the legal definition of acceptance NOT 'assent, accept, receive, take something offered?' (hahaha DING DONG)
 - g. Did you/the payee not FAIL to present it for payment thereby discharging the liability against the maker/drawer? (*S93 of the BOE Act 1909*)
8. We are returning your documents as we do not recognise them.
- a. Thank you for confession to taking possession, receiving, taking something offered and accepting the instrument from me, as evidence of your acceptance!
 - b. Cool! Did you not have possession for longer than 72 hours?
 - c. (IF possession was less than 72 hours) Thank you for confessing to have discharged the obligation for me. Now there is no further obligation! (Contract law – IF within the cooling off period of 72 hours either party with-draws, the contract is ANNULLED!)
 - d. Are you claiming a PN is not sufficient alternative consideration or alternative performance to discharge the liability?
9. We consider your documents have no legal basis or effect!
- a. Are you claiming the Bills of Exchange Act 1909 (Cth) has been repealed is invalid or of no legal force or effect?
 - b. Oh, do you have any proof & would you mind putting that on your affidavit & signing it please? (They will never do so as that would land them in hot water for fibbing!) Oh, so you were telling me a porky!
 - c. Are you claiming the payment instrument is defective or deficient? Do you have any evidence?
 - d. Are you claiming a PN is not sufficient alternative consideration or alternative performance to discharge the liability?
 - e. Are you claiming your Notice/statement/claim is not a legal or formal document in writing intended to be executed in technical form? (Definition of instrument)
 - f. Are you claiming your Notice/Statement/Claim is not inchoate?
 - g. Are you claiming, I as drawer or maker do NOT have prima facie authority to fill in all missing particulars and complete it as I see fit? (*S25 of the BOE Act 1909*)
 - h. What law do you operate under & are there any laws you are NOT compelled to follow?
10. Please pay with an acceptable method of payment
- a. Are you claiming the payment instrument tendered is not sufficient alternative consideration to discharge the liability?
 - b. Are you claiming a PN has not sufficient alternative consideration or alternative performance to discharge the liability?
 - c. Are you saying the BOE Act 1909 (Cth) is invalid or of no legal force or effect?
 - d. Are you saying a PN is NOT equivalent to cash and is NOT to be treated as such?
 - e. Is a Reserve Bank note NOT a PN?
 - f. Are you claiming a PN is not an acceptable method of payment? Please put that in writing and sign it! (The claimant won't do so) Oh, another porky!
11. When will you make payment, what you sent is not payment?
- a. Really, do you have some proof to back your claim?
 - b. By virtue of the payee or agents/employees having confirmed receipt of the 'delivered' instrument was 'acceptance' NOT perfected by 'delivery & Notification'? (*BOE Act 1909 S4*)
 - c. Are you claiming the payment instrument-PN delivered was not sufficient alternative consideration to discharge the liability? (See '10' above)
12. Why do you believe you can pay in this way?
- a. Are you claiming the Australian BOE Act 1909 (Cth) no longer applies or is invalid?
 - b. Have I not paid according to the tenor of my acceptance? (*BOE Act 1909 (Cth) S59 & S60*)
 - c. See '10' above
 - d. Is this about what I believe or is it about what YOUR statute laws disclose?
13. We do not agree to the terms of the agreement you set out.

- a. Too flippen late mate!
 - b. What does it say in the top right hand corner, would you like to read it out? Would you like me to read it out? (NOT NEGOTIABLE)
 - c. Are you claiming you have authority and/or consent from the drawer (me) that allows you to attempt to negotiate a non-negotiable contract? Could you show it please?
 - d. Under what authority or consent do you rely on to claim you are able to negotiate a non-negotiable instrument without the consent of the darwer/maker? Please produce it!
 - e. How long has the payment instrument been in your possession?
 - f. Is that longer than 72 hours?
 - g. Tough luck! Its too late mate! Doesn't Law Merchant – contract law not apply?
 - h. Did you not assent to the contract by virtue it's been in your possession longer than 72 hours?
 - i. Does action NOT over ride words?
 - j. Did you NOT receive it? Did you not take something offered? Is that NOT evidence of your acceptance?
 - k. Do you know the legal definition of acceptance?
14. The letters we have received from you all appear to be templates found on internet websites. (fishhook)
- a. Are you claiming what I delivered to you is NOT a NOT NEGOTIABLE contract?
 - b. So what, are you claiming they're invalid? Do you have any proof?
 - c. Are you claiming I didn't create the documents?
 - d. Notwithstanding the fact that I created the documents, are you claiming the instruments, such as court forms (located on the court website) are not valid legal documents and/or legal instruments?
15. **That's not a Promissory Note!**
- a. Really? What does it say at the top of the instrument, please read it out!
 - b. Really, do you have some evidence to produce now?
 - c. Really, are you saying it's NOT a 2 party instrument, with the Maker committing to pay the Payee on Demand or at fixed or determinable future time a sum certain in money to the order of a specified person or to bearer?
16. **(Judge) We've had many of those arguments before the court & they all failed. I don't believe that's a Promissory Note! OR That's not a Promissory Note!**
- a. With respect Sir, is the judge permitted to practice law from the bench, I didn't think so!
 - b. With respect Sir, are you the plaintiff today? Aren't you to be impartial & only permitted to be the neutral administrator?
 - c. Is that your legal or personal opinion? We don't give a for your personal opinion, with all due respect ..
 - d. Is that not a two party instrument showing 'an unconditional promise in writing made by one person to another, signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money, to or to the order of a specified person, or to bearer ' S89 BOE Act 1909 (Cth)
17. **(Judge – stated during my author's attempt in asking him for evidence of claim & nail him) 'That's right, it's the 3rd & final time & sit down now or I'll have you removed from the court'**
- a. With respect Sir, do I NOT have the floor & are you permitted to threaten me from the bench, isn't that a breach of the peace?
18. 'But that's a court order. It's not negotiable?'
- a. Yes, I acknowledge it's a court order. Do you see anywhere, where it says it's NOT 'NOT NEGOTIABLE'?
- 'No, but it's a court order! They're not negotiable. You must do as it orders!'
- Yes, I agree – it's a court order, but for the second time, do you see anywhere on the instrument saying it's NOT 'NOT NEGOTIABLE'? (DEFLATED: 'no, I don't!')
- Therefore could it NOT possibly be 'NOT NEGOTIABLE'? (YES, I guess so!)
19. It's NOT an instrument ...
- a. Really? Is it not a formal document? (YES...)
 - b. Is it NOT a legal document in writing? (YES, for sure!...)
 - c. Then IS IT NOT A FORMAL LEGAL DOCUMENT IN WRITING INTENDED TO BE EXECUTED INTECHNICAL FORM? (they'll be in shock ... You just read out the legal definition of 'instrument')

- d. Now that we have agreement, could it NOT have been inchoate? (silence...) Inchoate is INCOMPLETE... Therefore, as drawer, signer, holder, acceptor, do I NOT have prima facie authority to fill in any missing particulars and complete as I see fit? (S20 BOE Act 1882/S25 BOE Act 1909) NOW YOU WILL HAVE WON. Your adversary will acquiesce. A big shot Manager for a powerful administrator (of companies that have committed acts of insolvency -THEY are NOT allies, they strip the assets of the company & deprive the owner of his own cash flow! He stated he'd never seen the process & claims he knows many law firms, bounced off them & none of them had ever seen the process. A new 'friendly' administrator was appointed, the earlier one sacked & the Manager for the new one is excited as they have huge database of problem companies & HE sees the process as EXTRAORDINARY, valid & legal/lawful.
20. I have noted your comments concerning the payment that you have sent. I can only assume that you refer to the promissory note that you have produced which was included with your initial challenge. I can confirm that we can only accept cash payment of a recognised legal tender of the United Kingdom. As the promissory note that you have provided, has no legal standing, is not legal tender and is of no legal monetary value, the Penalty Charge Notice remains unpaid.
- Will you so kindly sign your claim so you are held accountable and liable for your statement/claim?
 - Thank you for acknowledging my payment!
 - Is the cash payment that you refer to not a Reserve Bank NOTE?
 - Is the BOE Act 1909 definition of NOTES not 'PROMISSORY NOTES'?
 - Are Reserve Bank NOTES NOT PROMISSORY NOTES?
 - Are you authorized, and if so, how was it derived, to distinguish between different Promissory Notes?
 - Do you NOT realise that by excluding/rejecting our Promissory Note as payment you also exclude/obliterate//discredit/make of no effect the entire Australian Reserve Bank notes and monetary system?
 - Are you claiming the Australian BOE Act 1909 is no longer in force or valid?
 - Are you claiming a Promissory Note is NOT equivalent to cash and once tendered DOES NOT have to be treated as cash (*Lord Denning M.R. in Fielding & Platt Ltd v Selim Najjar [1969]*)
 - Is acceptance not perfected by delivery and notification? (Bills of Exchange Act 1909 S4?)
 - Is it not true that by virtue of the payee or agents/employees having confirmed receipt of the delivered payment instrument that acceptance has been perfected (Bills of Exchange Act 1909 (4)?)
 - Are you claiming you are authorised and licensed to give legal advice?
 - Were you NOT in possession of my payment instrument for more than 72 hours after receiving it?
 - By your confession are you NOT in breach of the NOT NEGOTIABLE contract and therefore the party in commercial default and dishonour?
21. With regard to your requirement that the holder respond to the mode of the Maker's tender offer within 10 days, I can confirm that we are under no legal obligation to accept any offer of payment within the timescales that you have presented.
- Correct, but if you don't accept the offer of payment, does that not automatically discharge the liability?
 - By Payee or any employee/s of the payee failing to present the Promissory Note for payment, is the liability not automatically discharged against the drawer-maker (Bills of Exchange Act 1909 S92/93?)
 - Correct and accepted, however would non acceptance not constitute a commercial default and dishonour?
 - Correct and accepted, however would non acceptance after 72 hours of receiving it not automatically discharge any liability against the drawer - maker?
 - Did you NOT retain possession of the payment instrument for at least 72 hours of receiving it?
 - Is the contract NOT binding on all parties after 72 hours of the payee receiving it?
22. The Promissory Note you sent us is not a cash payment
- Correct again, but isn't a Promissory Note regarded equivalent to cash and to be treated as such?
 - Is it not true that a Promissory Note is equivalent to cash and once tendered has to be treated as cash (*Lord Denning M.R. in Fielding & Platt Ltd v Selim Najjar [1969]*)?
 - Are you claiming a Promissory Note is not sufficient alternative consideration or alternative performance to discharge the liability?
23. What we sent you was a statement not a bill?
- Are you claiming your statement isn't inchoate and cannot be completed by the holder, drawer,
 - maker?
 - Is your statement NOT a statement of the transaction giving rise to the bill? Australian BOE Act S8(3)(b)

<Your Cover Letter>

**PRIVATE AND CONFIDENTIAL
FOR THE PERSONAL ATTENTION OF: <Dealer Name>**

<Your Full Name>
C/O Post Office Box 123
<Or Business/home address>
<Town, State Postcode>
<contact number>

<Date> 21 March 2013

<Dealer Name>
<Dealership Name>
<Dealership Address>
<Town, State Postal Code>

***Equality Before The Law Is Paramount
All Law Is Contracts and Only Contracts Make The Law
Notice to Agent Is Notice To Principal And Notice to Principal Is Notice To Agent***

Dear <Name>,

I refer to our conversation with you on <day>, <date> regarding the purchase of a certain <car/s brand/s> via Promissory Note.

As we agreed upon, the contract of sale for aforementioned <car/s brand/s> autos is under the condition that <CAR DEALER> have been credited the amounts of the purchase price of the accepted autos to <CAR DEALER'S> bank account once the aforementioned Promissory Notes have been negotiated into your bank by your solicitor.

I have attached Promissory Note:

- Number PN<code>
- Dated <date>
- Value <\$value>
- Maker <YOUR NAME>

The above mentioned Note, attached hereto, is delivered in good faith to the Holder, by the Maker for the express purpose to discharge all financial obligations and liabilities in full to <CAR DEALER> by way of 'different performance' for and on behalf of the Maker.

CAVEAT: the Holder may honour this delivered Note by accepting it in discharge of the liability; the Holder having authority under the *Australian Bills of Exchange Act 1909 (Cth)* to negotiate it or the Holder may Dishonour it and elect to not accept it or to fail to make presentment for payment as directed on the Note.

In the event you require any further information or assistance, please contact me on <your contact number> during business hours or at the address at the head of this letter.

In anticipation of the successful conclusion to this commercial transaction.

Very Best Regards

By <Your signature>
<Your Title Case Name>
All rights reserved
EIN <tax file number>

Attachments;

- A) *Original Promissory Note numbered PN<code>*
- B) *Copy of Birth Certificate*
- C) *Copy of License*
- D) *Copy of deed of Trust <If using Trust to purchase car>*
- E) *Original Dealer Contract and Invoice <Contract Number>, <DEALERSHIP>, <This is Proof of Liability>*
- F) *Notice of Appointment of Fiduciary*

<ORIGINAL CONTRACT>

<Name> Group Dealer **Brisbane** <Name>

CO. SEAL

Company Brisbane <Name>
 Postal Address <Company Name>
 <Company Address>
 Telephone PH: 07<number>
 Email <Email>
 Web <Web>

**Contract for the Purchase
Of a New Vehicle**

Customer Name	<Name>	Purchaser
Address	<Address>	
ABN Number	Nonregistered	Email <Email>
PH(AH)	PH (BH)	FX
D.O.B.	Occupation	License Number

Customer No	<Number>
Deal No	<Deal No>
Deal Date	02 MARCH 2009
CUST ORDER NO	
Category	RETAIL SALE
Salesperson	

Make	Model	Colour
<Details>	<Details>	<Code>
Body Type	Alt Model No	Trim
WAGON		<Code>
Stock No	Rego No	Vin No
	Engine No	Prod Date
		Comp Date
		Fact Order Date

Details Of Purchase	
	Amount
Vehicle Price	98007.80
Genuine <Dealer Name> options	<amount>
<Code> Aluminium Running Board	<amount>
<other>	<amount>
<other>	<amount>
<other>	<amount>
<other>	<amount>
<Other>	<amount>
<other>	<amount>
<other>	<amount>
<other>	<amount>
<other>	<amount>
LCT – Luxury Car Tax	<amount>
TOTAL Purchase Amount	<chickenfeed>

Details Of Settlement	
	Amount
Reference t.b.a.–deposit refunded on full payment	- 1000.00
Amounts received from purchaser	
Receipt No t.b.a. – deposit <number>	1000.00
Part Settlement	0.00
Balance of <amount> to be settled by	
Amount to be Financed Balance by Cash/Bank Cheque	
TOTAL Settlement Amount	<chickenfeed>

Estimated Delivery Date

Special Conditions subject to acceptance of promissory note <number>

Terms and conditions and covenants attached to this document form part of this agreement

_____ Purchaser Signature	_____ Witness Signature	_____ Trader Authorised Employee Signature
_____ Date Purchaser Signed	_____ Witness Name	_____ Date Employee Signed

**PROMISSORY NOTE PROMISSORY NOTE PROMISSORY NOTE
DESTRUCTION, MUTILATION OR SURRENDER TO MAKER DISCHARGES LIABILITY HEREIN**

<Full Name>^{Reg No<Birth C No.>}
Maker;
EIN <TFN>

No. PN<CODE>
Date <date>

Pay To: <CAR DEALER> **<amount \$100,000>**

The Sum of <One Hundred Thousand Dollars Australian only

Redeemable on DEMAND at
<Address of neutral business venue – Coffee Shop, Town, Queensland,
At **9:10** hours without; let, delay, hindrance or ado, on
the <date one week after payment> day of <month, AD <year>

By _____ Agent
DOE, John Henry^{Reg No <Birth C No>}

Witness

Memo: Issued pursuant to P.L. 73-10 (See H.J.R. 192 dated June 5, 1933) and/or its Australian equivalent, The Financial Emergencies Acts

Promissory Note for purchase of car from <CARE DEALER>

No. PN<Code>
Date <DATE>

Ref. <INVOICE NUMBER>

Promissory note in the **Sum of <One Hundred Thousand Dollars Australian only,**

Paid to: <CAR DEALER, Town, Queensland

Signature:

Name of Indorser: Form and Number of Photo Identification Thumb Print

Redeemable on DEMAND at
<Address of neutral business venue – Coffee Shop, Town, Queensland,
at **9:10** hours without; let, delay, hindrance or ado, on
the <date one week after payment> day of <month, AD <year>

Memo: Issued pursuant to P.L. 73-10
(See H.J.R. 192 dated June 5, 1933) and/or its Australian equivalent, The Financial Emergencies Acts

<Your Notice of Appointment of Fiduciary>

**PRIVATE AND CONFIDENTIAL
FOR THE PERSONAL ATTENTION OF: <Dealer Name>**

<Your Full Name>
C/O Post Office Box 123
<Or Business/home address>
<Town, State Postcode>
<contact number>

<Date> 21 March 2013

<Bank Manager or Securitization Manager Name>
<Bank Name>
<Address Address>
<Town, State Postal Code>

***Equality Before The Law Is Paramount
All Law Is Contracts and Only Contracts Make The Law
Notice to Agent Is Notice To Principal And Notice to Principal Is Notice To Agent***

NOTICE OF TEMPORARY APPOINTMENT OF <NAME OF APPROPRIATE BANKING PERSONNEL> AS FIDUCIARY FOR <YOUR NAME OR YOUR TRUSTS'S NAME> FOR THE SPECIFIC PURPOSE OF OVERSEEING THE SECURITIZATION OF PROMISSORY NOTE PN<CODE> TO SETTLE CONTRACT FOR PURCHASE OF A <MAKE AND TYPE OF CAR>

Dear <Name>,

In my capacity as Administrator-Executor and Trustee of <Trust Name>, I hereby **APPOINT you**, <Name of Banking Personnel> in ALL matters pertaining to the securitization of Promissory Note PN<Code> for the purpose of raising sufficient credits to settle a contract for the purchase of one <make and model of car>.

I hereby seek your assistance and direct you to liaise with the appropriately qualified personnel to effect the processing and securitization of <Trust Name's> original Promissory Note – numbered PN<Code> delivered in 'good faith' to <Dealer>, so that all of <Name of Bank, Dealer and Name of Trust> may conduct business in a profitable manner while at the same time ensuring that all parties to the business transaction profit by it. It is intended and directed by the maker of the Promissory Note that sufficient proceeds from the securitization of the attached Promissory Note are directed specifically to discharge the <Trusts> liability to <Dealer>, being the amount ascribed within the contract of purchase and any surplus be dispersed at the sole discretion of the <Name of Bank>.

Your valuable and timely attention and professional services is sincerely appreciated.
A copy of the promissory note is attached.

If you have any queries in relation to your limited appointment or in regard to my directions, please do not hesitate to contact me in writing at the above address or by telephone on the above contact number for further clarification

Thanking you kindly in anticipation of your prompt attention and assistance in this matter.

Finally, as a matter of courtesy, I appreciate if you could direct your accounts department to deliver to <Name of Dealer> an updated statement showing the deposit transaction made to their account.

My very best regards and blessings.

By
<Your Full Name>
Administrator-Executor and
Trustee For <Name of
Trust>. In own right.