

ADDRESS

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Your Reference: #####

Credit card ending **** Balance at close of account: £****

Dear Sirs,

I have several issues that need your urgent clarification as I undertake due-diligence and verification of an alleged debt in relation to the above mentioned account, that was held with ***** bank, until all rights were transferred to [DCA].

Please respond to this letter under Regulatory Framework and Statutory Duty to avoid complications and/or misrepresentation.

I draw your attention to the following quotes and their authors:

1. "When banks extend loans to their customers, they create money by crediting their customers' accounts." Sir Mervyn King- Governor of the Bank of England.
2. "Each and every time a bank makes a loan, new bank credit is created — new deposits — brand new money." Graham F. Towers, Governor, Bank of Canada 1934-54.
3. "The financial crisis of 2007/08 occurred because we failed to constrain the private financial system's creation of private credit and money." Lord Adair Turner, Chairman FSA.
4. "The bank hath benefit of interest on all moneys which it creates out of nothing". William Patterson, founder of the Bank of England in 1694.
5. "The modern banking system manufactures money out of nothing. The process is, perhaps, the most astounding piece of sleight of hand that was ever invented. Banks can in fact inflate, mint and un-mint the modern ledger-entry currency". Major L L B Angus.
6. "I am afraid the ordinary citizen will not like to be told that the banks can and do create money. And they who control the credit of the nation direct the policy of Governments and hold in the hollow of their hand the destiny of the people." Reginald McKenna Chairman of the Midland Bank 1924.
7. "The banks do create money. They have been doing it for a long time, but they didn't realise it, and they did not admit it. Very few did. You will find it in all sorts of documents, financial textbooks, etc. But in the intervening years, and we must be perfectly frank about these things, there has been a development of thought, until today I doubt very much whether you would get many prominent bankers to attempt to deny that banks create it." H W White, Chairman of the Associated Banks of New Zealand, and the New Zealand Monetary Commission 1955.

8. "Banks lend by creating credit. They create the means of payment out of nothing."
Ralph M Hawtry, former Secretary to the Treasury.

9. "It had been justly stated by a British writer that the power to make a small piece of paper, not worth one cent, by the inscribing of a few names, to be worth a thousand dollars, was a power too high to be entrusted to the hands of mortal man. John C. Calhoun, speech, U.S. Senate, Dec. 29, 1841.

10. "Failure by a lender to observe strictly the intricate requirements of the Act can lead to a loan being completely unenforceable with no right of restitution or other form of relief." Lord Justice Clarke - 2002

If you would be so kind as to confirm or deny the validity of these statements it would help the situation immeasurably.

I now draw your attention to the following statements and subsequent questions for your consideration:

Under The Consumer Credit Act 1974, (c.39), S.189, it would appear that I have deposited a Security Instrument with ***** bank.

("Security", in relation to an actual or prospective consumer credit agreement or consumer hire agreement, or any linked transaction, means a mortgage, charge, pledge, bond, debenture, indemnity, guarantee, bill, note or other right provided by the debtor or hirer, or at his request (express or implied), to secure the carrying out of the obligations of the debtor or hirer under the agreement;)

Stroud's Judicial Dictionary, Fifth Edition 1986, Published by Sweet and Maxwell defines the following:

"SECURITY",
(1) A "security", speaking generally, is anything that makes the money more assured in its payment or more readily recoverable...
2) Thus, bank notes, bills of exchange, promissory notes, and cheques, are "Securities" (Byles (29th ed)). See further Brown v Inland Revenue Commissioners [1895] 2 Q.B. 598, cited

Lord Denning MR stated in Fielding & Platt Ltd v Selim Najjar [1969] 1 W.L.R. 357 at 361; [1969] 2 All E.R. 150 at 152, CA (Court of Appeal) "...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"

And now my questions;

1. Can you confirm or deny that I have deposited a Security Instrument with ***** bank?

2. Can you confirm or deny that you are in possession of, **or were in possession of (prior to transferring the account to [DCA])**, an original unmarked Security Instrument bearing my signature?
3. Can you confirm who the owner of said Security Instrument or Promissory Note is?
4. Can you confirm if the Security Instrument or Promissory Note has a cash value?
5. Can you confirm or deny that it is ***** bank policy, that upon receipt of a properly completed Credit Agreement that it becomes a Security Instrument and is entered into ***** banks' ledger as an ASSET with a cash value to the bank?
6. Can you confirm or deny that this Security Instrument then becomes the property of the bank under commercial lien rules?
7. Can you confirm or deny that said deposit of a Security Instrument onto ***** banks' ledger by a 'borrower' is then used to fund the credit facility?
8. Can you demonstrate exactly where in the Credit Agreement it is disclosed that the said deposit of a Security Instrument onto ***** banks' ledger by a 'borrower' is used to fund the credit facility?
9. Can you confirm or deny that if I were to deposit £10,000 to ***** bank in the form of a Security Instrument, and then ***** bank issued a credit facility for £10,000, that ***** bank would have actually lent me anything or that I had borrowed anything?
10. Can you confirm or deny that it is regulatory banking policy for the 'lender' to return the Security or 'Note' to the 'borrower' upon re-payment or 'Redemption' of the alleged loan?
11. Can you confirm or deny that I **had** been making regular payments to ***** bank to 'service the debt', **prior to the account having been sold to [DCA]?**
12. Can you confirm or deny that ***** bank is prohibited under banking practices to issue cash backed credit that belongs to depositors of ***** bank?
13. Can you confirm or deny that ***** bank received my Security Instrument as actual cash value and then issued a credit card or bank 'loan' with the same cash value, thereby returning the cash value to me, and proceeded to describe this as a 'loan' or 'credit facility' made to me by ***** bank with the implication that ***** bank had lent me something?
14. Can you confirm or deny that ***** bank **was** charging me interest on this 'alleged' loan?
15. Can you demonstrate where ***** bank obtained written permission to transfer cash value from me to ***** bank and keep it – for free?
16. Can ***** bank demonstrate accounting showing a material monetary loss arising from our alleged Agreement?

17. Can ***** bank provide the name of the person with first hand material knowledge and facts of this account?

18. Can ***** bank confirm that my Security Instrument was also transferred to [DCA] along with the alleged debt, so as to make the redemption of my Security Instrument possible when the account with [DCA] is settled?

There is no dispute in this matter as I am simply conducting an audit for my accounting purposes. Despite the fact that the account has been closed, and the alleged debt has been transferred to [DCA], nevertheless I request that my questions are answered to my satisfaction and the 'loan' verified, within the next 10 days.

Many thanks for your co-operation

Regards

(Do not sign this document!)