

ACCEPTANCE FOR VALUE

HISTORY

The Europeans who came to North America were 'grub-staked' by others (probably the East India Trading Company and Bank of England). It was a huge venture which required the infusion of money to get it started. So, the 'colonists' got their start based on hard money loans...this is back in the days of hard money.

Once the colonists were established, they incorporated in order to deal with the burden of the debt. The first incorporation was under the Articles of Confederation. The effect of the Articles was two fold: first to protect the interests of the creditors, and secondly to protect the assets of the colonists who were working to establish a new economy.

It was found that the Articles were weak in dealing with international contracts and enforcement of Admiralty/Martime concerns. So, the Articles were rolled into what was called the Constitution for the united States of America. The Constitution then tied up the loose ends left by the Articles.

Now, since the people were trying to stave off liquidation bankruptcy and preserve the fruits of their labors it is obvious that the Constitution operated in a re-organization bankruptcy mode. And if it was operating in bankruptcy, then the law forum that the national government was operating in had to be Admiralty. Bankruptcy re-organization exists in Admiralty. Bankruptcy liquidation exists in Common Law. Hence the common law was always repugnant to the national or federal government, while the states recognized and used the common law and liquidation.

So, there was that distinction for a while between the bankruptcies operated in the national versus the state governments.

But then a glitch came along with the Constitution in regards to the minting of money. What it amounted to was that the national government decided to stop using gold and silver for money, and hence stopped minting it, and even passed a law demanding all of the **US citizens** to turn in their gold, and once the gold was safely in, they passed a law making it illegal for **US citizens** own gold.

Now this caused a dilemma in commerce. If there was to be no money, how could the people carry on commerce?

Well, as a substitute for money, the government went to the Law Merchant Law forum for the answer. And so, it was adopted that instead of gold for money, that the citizens would be able to use what the merchants considered "good as gold", and that is Bills of Exchange and Notes, or what has been called Negotiable Instruments.

The Law Merchants had successfully used bills and notes for centuries with complete success, and so their way of accounting in trade and commerce was adopted for use by the citizens of the US.

So, the US took up the use of Bills of Exchange and Notes under the old Negotiable Instruments Act out of the 1800's. This eventually evolved into what we call the Uniform Commercial Code that is presently the rules and regulations to carry on commerce using bills and notes instead of gold and silver.

Of course, with the new form of "money", there had to come a new form of accounting, so we had the introduction of double entry bookkeeping. Double entry

bookkeeping has to do with the balancing of credits and debits to reach equity, or what we would call a zero balance. The zero balance is paramount in double entry bookkeeping and it has become a stumbling block for many who do not understand that this is the system of accounting that we are operating under. In other words, if it can be determined by the double entry bookkeeping that there is equity and fairness...they every one is happy and we go along our way. If the bookkeeping indicates that there is inequity then we have to stop and make the adjustments to restore fairness.

This change in law forum and type of money to be used for public commerce happened during the 1933 period of time. 1933 is when the Federal Reserve Act became the law based on the introduction of it in 1933, and then since it was not successfully objected to in 20 years, it became accepted under the international law of proscription. So, with the Fed Res Act we had a change in government and a change in commerce.

Here is where we get into some interesting concepts and uses. One of the most interesting things that occurred was the establishment of a pre-paid system. It happened like this: it is true that a debt must be paid in order to have justice. But that is not to say that the debt cannot be prepaid! An anticipated debt can be either paid before the debt is incurred, or it can be dealt with after the fact. What was anticipated by the events surrounding 1933 was that the remedy for the **citizens** in regards to public debt was that all public debt was prepaid.

The problem was that the government never went to the citizens and explained this, but rather kept it hidden from the people in a controlled environment. So, the people who depended on the government to regulate their commerce were kept from the knowledge of how this new deal really worked, and consequently the people were robbed by those elements in society who did understand how the system worked.

I ONCE WAS LOST, BUT NOW AM FOUND WAS BLIND, BUT NOW I SEE

So, now lets get to the solution of the problem that was caused by the lack of education owed to the people by the government.

Once the government started to operate its fictions, there were certain new considerations which had to be launched. The first essential steps that had to be taken had to do with bonds and sureties.

In the Admiralty, everything works on insurance. Insurance can be looked at as if it were a future indemnity against injury. In a perfect world we could carry on commerce without insurance, but since we mere mortals sometimes act imperfectly, then we have to give assurance to those around us that we will not harm them with what we are doing. This assurance or insurance that we are going to give could be in the form of a bond. A bond is a future indemnity against injury. And along with that bond we would have to provide a way to collect against the bond or insurance in the form of a surety.

So, the people of the United States have basically morphed or transformed into an association for the mutual benefit of all concerned in that one member of the association can not require another member of the association to perform in payment of public or association debt. In other words, I forgive association members their debts as they

forgive me my debts, and hence consideration is in the form of forgiveness of debt one to the other (sort of sounds like the Lord's Prayer).

This forgiveness of debt one to the other results in taxable events in that the "for" – giveness is not "giveness". When we do something before it is required that can only presume a prepay. So, when we "forgive" the "give" part of the equation was obviously contemplated prior to the "give", and hence the remedy was created before the requirement to actually produce the remedy.

So, the question lies ... who provided the remedy before the time that it was actually required, and when we find that entity who did that, what do we owe to that "Creator". In theology, we call it "tithe" and in commerce we call it "tax".

Please note that in theology we pay tithes to the Creator in substance, and in the public commerce we pay tax by bookkeeping entry. That is because the Creator has increased us in the earth with substance, but in commerce our increase is all on paper. So, we pay in kind...to Creator we tithe our substance and to the public we tax in paper.

Let's go back to the 1933 era and take a look at what had gone on to set up this system of "forgiveness" of debt.

Of key importance is to understand the difference between a shadow and the thing which produced the shadow. On our planet we receive light (the thing that gives life to everything upon the earth) from a sun many miles away from us. We don't see the light until it strikes a thing which it cannot pass through. As an example, when the light strikes upon our body, there it stops or is reflected off into another direction. But if you look in a direct line away from the sun, you will detect the absence of light, which is what we call a shadow. The shadow is the proof that there is something between the shadow and the Source of Light, the sun. So, in a logical way the shadow is the proof of the substance, and without the reality of substance no shadow could exist.

Since the 1933 era we have been dealing with a shadow government. It is the absence of light that we deal with when we are working with the fictional shadow government. That being the case, we know that when dealing with the fiction that we are not dealing with substance, but the absence of substance. So, if we introduce substance to the fiction there is going to be a problem.

In the fiction world, when it was determined to go to double entry bookkeeping and money of account (rather than money of exchange...substance), there had to be a bond and surety put up to protect the creditors of the bankruptcy.

The bond that was put up was an umbrella bond or supersedeas bond that was created. That bond was the guarantee or insurance policy that a citizen would not have to pay with substance for a public debt. That guarantee is best embodied in HJR 192 of June 5, 1933 and elsewhere codified. HJR 192 was the indemnity provided for any future liability. **SINCE IT WAS THE GUARANTEE THAT A DEBT COULD NOT BE COLLECTED IN SUBSTANCE, IT BECAME THE PAYMENT IN FACT.**

Now that there is the evidence of the bond, the umbrella insurance policy, one would naturally go and try to find what the surety for that bond would be. What is the guarantee for HJR 192? The surety for the bond cannot be found in the shadow or the fiction. It must be found in the substance that creates the shadow. The surety must be the people, and in particular the product of the people created by their labor. The evidence that surety has been pledged for the guarantee of the is the birth certificate.

But here we have a certain duality in that the people are simply insuring themselves in the public by putting up their labor as the guarantee that their bookkeeping is correct. And since it truly is the people who are the creditors or the funders of all the public business and production, all substance that is produced in the public has to be returned out of the shadow/fiction/public to the people who are the original creditors of the public manufacture.

So, the money we are using in the public is money of account, which is simply a prior agreement of all the participants in the association we call “America” that we will abide by the Lord’s Prayer. Remember the disciples asked Jesus how to pray, and so He did teach them. Of great interest is one phrase in the Lord’s Prayer, where he said, “forgive us this day our debts, as we forgive others their debts...”. Does that not demonstrate that the debt in question was previously anticipated and a remedy created before the act of the debt?

So, commercially it might read something like “Apply HJR 192 this day as we apply it to others.” It would seem to be the same process, indeed.

APPLICATION TO ACCEPTED FOR VALUE

So, how do we make some sense of this “accepted for value” thing that seems to be so popular? How does it apply?

Well, since the men and women are the guarantee for the liability in the public by the act of accepting the benefit privilege of limited liability to the public debt, then it is obvious that the men and women are the creditors of the public or national bankruptcy. The men and women are the SPONSOR OF THE CREDIT.

What has happened with the US is that it has been operating a re-organization bankruptcy specifically called chapter 11. This is an interesting bankruptcy, in that in this reorganization, the filer of the bankruptcy fills the role as the trustee in the bankruptcy in the position known as “Debtor in Possession”. And if any creditor in the chapter 11 does a dishonor in the bankruptcy, the debtor in possession in the role as trustee will liquidate the creditor to the amount of the dishonor, because the creditor has become a delinquent creditor, meaning that the creditor had the obligation to settle the matter with the debtor, but refused to do so when so requested.

SO...any request made by the debtor in possession to the creditor of the bankruptcy MUST BE ACCEPTED!!! If not, the creditor turns into a delinquent creditor and gets liquidated by the debtor in possession. So, if on a certain day a debtor comes to the creditor and says, “forgive me this day my debts” and the creditor does not openly and freely forgive the debtor, then the Lord will call him to account for that insult on the prepayment of debts. In theology we would call it blasphemy against the Son of God, and in commerce we would say that it is violation against public policy. It would a dishonor of a benefit which has already been utilized by the person when they became a part of the association of citizens who were guarantee to one another that they would not hold one another accountable for any public liability.

Now lets start to talk about those public liabilities that we are required to for-give. Anything that can be show as an entry on a double entry bookkeeping account would be, of course, a public liability. If a certain matter cannot be ledgered in double entry

accounting, then it is most likely a matter to be resolved in a private manner, and not in the public realm.

You can easily discern a public versus a private communication. The public request for adjustment will always come directly to the trust account demonstrated by the title of the trust being styled in all capital letters, such as JOHN H. SMITH. This is a direct attempt to attach the bond of the JOHN H. SMITH TRUST. This is, of course, a violation of public policy to attach a future liability by trying to avoid the present liability. Look at this diagram

BILL

NOTE

BOND

This is a typical demonstration of how one greater debt is used as the insurance policy for a smaller debt. The bill represents some past liability, where the note (the promissory note) represents the present liability, and then the bond is the indemnity for some future liability, yet undetermined. So, a device or scheme that has been devised to attach the bond of the trust, which is in fact the labor of the men and women who have put themselves up as surety for the national debt, is for a holder of a past obligation to try to go around the present liability, and go to the bond...the future. In other words, instead of settling the thing in the here and now, the present, the attempt is made to enslave the surety in some future event by attaching the bond.

The way that we prevent that from going on is to take the "bill" that is sent to the "bond", and draw it back into the present, by doing an acceptance of the bill and returning it for settlement, back to the original presenter of the bill. When that is done we have defeated the scheme of attaching the bond for future liability.

Now let's look at a typical acceptance that could be done, and what things we could do in conjunction with that to insure the proper accounting in the double entry bookkeeping that needs to be done in order to adjust the accounts to zero.

So, there we have the basis of AFV. The question that immediately arises when we talk about AFV is what to do when the other party dishonors the AFV. Those remedies are available, will be the subject of other discussions at a later time.