How to get out of Debt (the simple DIY Method)

(From Mary-Elizabeth: Croft)

"You just send the letters"

Whenever you receive a demand for payment from a Bank, Building Society, or Loan Company, all you need to do is to respond correctly, the drift of which is to request them to provide three things:

- 1. Validation of the debt (the actual accounting), and
- 2. Verification of their claim against you (a sworn affidavit or even just a *signed* invoice *signed* is important!), and
- 3. A copy of the contract binding both parties.

Write to say you would be happy to pay any financial obligation you might *lawfully* (important word!) owe as soon as these three documents are received.

They can't validate the debt because they never sustained a loss.

They can't verify any claim against *you* - as a flesh and blood human being with a living soul - they will be attempting to

talk to your legal fiction NAME.

They can't produce a copy of the contract because a *lawfully* binding one doesn't exist.

What exists is an *unenforceable* unilateral contract.

What they refer to as 'your contract with us' is not a valid, bilateral, agreement - since the four requirements of a lawful, binding contract were not met on the Credit Card (or whatever) 'application', namely:

- 1. Full Disclosure (we are not told that we are *actually creating the credit* with our signature), and
- 2. Equal Consideration. They bring nothing to the table, hence they have nothing to lose. ("Consideration" means 'something of value', e.g. money, or an item of value something they are trading for your signature/promise something they have to lose), and
- 3. Lawful Terms and Conditions (they are based upon fraud), and
- 4. Signatures of BOTH Parties/Meeting of the Minds (Corporations can't sign because they have no Right, or Mind, to contract, because they are soulless legal fictions)

Credit Cards and Loans are win/win for them, and lose/lose for everyone else - it is the slickest con game on the planet.

More detail, with regard to Mortgages (which are slightly special - because dwellings can have encumbrances attached), can be found here

But you have to know, and realise all this. If you don't they will steamroller you. They will try every trick in the book, because it is their life-blood.

Stick to your guns.

ENSURE THAT EVERY LETTER YOU SEND CLEARLY STATES "Without Prejudice", which means that you reserve all Rights in law, and yield to no contract unless it is lawful by virtue meeting the four conditions above.

Conditions (1) and (2) can never be met. Simply because they never have any money to lend in the first place. Banks are not allowed, by law, to lend any Depositor's money. Loan Companies do not have any Deposits anyway. Therefore they can only ever lend what you gave to them in the first place, based on your signature on the Loan Application.

THEY LEND BACK TO YOU - WHAT YOU GAVE TO THEM - VIA YOUR SIGNATURE/PROMISE!

They *will* get the message, because they know they are operating fraudulently.

But what about my Credit Rating?

IN THEORY, since you have no judgment against you, your Credit Rating should remain intact.

(I did say ... "In theory")

My son says "Well, yes, but two wrongs don't make a right"

Banks/Building Societies/Loan Companies have never had, nor ever will have, any money to lend you ... except your own (created by your signature on a Promissory Note - called a Loan Agreement).

So they con you into paying them in order to use your own money.

The 'wrong' is that they charge you for the use of your own money. It is 'right' not to let them play this confidence trick on you.

If you do (somehow) end up in court

You will be asked your name, or whether you name is whatever> ... e.g. Veronica Chapman.

The correct reply is "If I tell you my name, will I have a contract with you?"

If the answer is "No", then you say "I'm a flesh and blood human being, with a living soul, and commonly called Veronica" (Obviously substitute your own Given Name - or use mine which would constitute a fraud ... your choice). If they continue to use your legal fiction NAME (e.g. 'Ms. Chapman'), do your best to ignore it, until they make it clear they are addressing you, and then repeat "I'm sorry, were you addressing me? I'm commonly called <whatever>".

If the answer is "Yes" then you can say "Then you need to provide me with FULL DISCLOSURE, some CONSIDERATION, the LAWFUL TERMS AND CONDITIONS, and we would both need to SIGN. Is that not so?".

Either way, you would be seriously looking at "Case Dismissed"!

If they threatened 'Contempt of Court' (a trick they often use), then the response is "Is that CIVIL or CRIMINAL contempt?".

DO NOT SAY ANYTHING ELSE UNTIL YOU RECEIVE AN ANSWER. (Do not be sucked into filling in 'empty

silence').

If the answer is "Criminal", then the response is "Who makes the CLAIM, what is the CRIME, and who is the INJURED PARTY?". If they say "The COURT makes the CLAIM", the response is "You know that the court is not a human being, and that only human beings, blessed with a living soul, can make a CLAIM!".

If the answer is "Civil", then the response is "Please explain the CONTRACT. Will you provide FULL DISCLOSURE, what is the CONSIDERATION, and will you provide the SIGNATURE of a human being with a living soul?"

(I wish I had known about this when I was young!)

(By the way, they generally *hate* LIPs - Litigants In Person - who actually know the ropes. On the other hand, if you stick to your guns, there's not a whole lot they can do about it. *But they are sharks, and will try every trick.* You need to remain alert. More information here)

Veronica: of the Chapman family (January, 2009)