BANKS OR CORPORATIONS THAY MAY REFUSE YOUR CHEQUE or NOTE

1.IF THEY SAY THEY ARE ONLY WILLING TO ACCEPT CHEQUES FROM A BANK WITH A UK CLEARING SORT CODE THEN THIS AMOUNTS TO FINANCIAL APARTHEID AND IS AGAINST THE TREATY OF ROME ARTICLE 101

2. UNDER COMMON LAW OF THE LAND EVERY MAN HAS THE RIGHT TO CONDUCT HIS FINANCIAL AFFAIRS IN HONOUR AND WITHOUT CONSTRAINTS

3. YOU ARE MAKING AN ATTEMPT TO PAY IN LEGAL TENDER.

4. THEY ARE REFUSING TO ACCEPT YOUR LEGAL TENDER WITHOUT GIVING REASONED ARGUMENT AS THEY ARE BASING THEIR REFUSAL UPON "WeRe Bank not being a member of a private club that is regulated by another private Bank. SINCE WHEN IN THE GREAT CAPITALIST ECONOMY HAS ONE PRIVATE CORPORATION BEEN ABLE TO INSIST THAT ANOTHER JOIN THIS PRIVATE CLUB WITH ITS PHALANX IN ORDER TO CONDUCT BUSINESS? [SEE TREATY OF ROME ARTICLE 101]

5. BY REFUSING YOUR MONETARY PAYMENT IT IS ALSO A DECLARATION THAT THEY ONLY CONDUCT THEIR BANKING BUSINESS WITHIN A SPECIFIED CLOSED CLUB? [SEE TREATY OF ROME ARTICLE 101]

6. IF STATEMENT 4 & 5 CANNOT BE REBUTTED THEN YOU DO NOT WISH TO BE ASSOCIATED WITH SUCH RESTRICTIVE AND PROVEN CRIMINAL BANKING CONNIVANCE AND UNDER THE UDHR (Universal Declaration of Human Rights) AS WELL AS THE EUROPEAN CONVENTION ON HUMAN RIGHTS, INVOKE YOUR PREROGATIVE NOT TO DEAL WITH SUCH CORORATE ENTITIES.

7. NO CORPORATE ENTITY - LEGAL FICTION - CAN FORCE A MAN TO PAY IN NON EXISTENT MONEY - TO HIS JEOPARDY

8. THE DEFINITION OF A BANK HAS BEEN REPEATEDLY SHOWN NOT TO BE DEPENDENT UPON ANY CORPORATE OR GOVERNMENT LICENSING,
See UTD Dominions Trust.

DEFINING **"A BANK"** at LAW
The best description in UK law is found in Case Law.
United Dominions Trust Ltd v Kirkwood [1966] 2 QB 431,

Lord Denning in the Court of Appeal describes what makes up a bank. In this case, Kirkwood, a garage, argued that UDT could not recover on a debt because they were neither a bank, and as unregistered money lenders, they were unable to recover due to the provisions of the Moneylenders Act 1990. Consequently, UDT sought to show that it was a bank.

The Court of Appeal defined 3 elements for determining whether or not a person is a banker:

- The nature of the banking services provided.
- The importance of these services in relation to the business as a whole.

- The reputation of the institution.

Lord Denning also found that the following were characteristics usually found in the business of banking:

- Accepting money from and collecting cheques for customers and placing these at the credit of the customers' accounts.
- Honouring cheques or orders drawn on bankers by the customers when presented for payment, and debiting their customers' accounts.
- Keeping running accounts for customers in which debits and credits were entered.

9. THE BILLS OF EXCHANGE ACT ALLOWS FOR BANKING TO BE INCORPORATED OR OTHERWISE.

10. THE TREATY OF ROME EXPRESSLY FORBIDS REGULATION OF MARKETS

THE TREATY OF ROME

Treaty establishing the European Economic Community (TEEC) is an international agreement that led to the founding of the European Economic Community (EEC) on 1 January 1958. It was signed on 25 March 1957 by Belgium, France, Italy, Luxembourg, the Netherlands and West Germany. The word *Economic* was deleted from the treaty's name by the Maastricht Treaty in 1993, and the treaty was repackaged as the *Treaty on the functioning of the European Union* on the entry into force of the Treaty of Lisbon in 2009.

Article 101 of the Treaty on the Functioning of the European Union

1. The following shall be prohibited as incompatible with the internal market all agreements between undertakings, decisions by associations of undertakings and concerted practices which may affect trade between Member States and which have as their object or effect the prevention, restriction or distortion of competition within the internal market, and in particular those which:

(a) directly or indirectly fix purchase or selling prices or any other trading conditions;
(b) limit or control production, markets, technical development, or investment;
(c) share markets or sources of supply;
(d) apply dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage;
(e) make the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.

CONCLUSION

See also: Collusion

Undertakings must then have formed an agreement, developed a "concerted practice", or, within an association, taken a decision. Like US antitrust, this just means all the same thing. According to Advocate General Reischl in *Van Landewyck* [1980][9] there is no need to distinguish an agreement from a concerted practice, because they are merely convenient labels. Any kind of dealing or contact, or a "meeting of the minds" between parties could potentially be counted as illegal collusion.

This includes both horizontal (e.g. between retailers) and vertical (e.g. between retailers and suppliers) agreements, effectively outlawing the operation of cartels within the EU. Article 101 has been construed very widely to include both informal agreements (gentlemen agreements) and concerted practices where firms tend to raise or lower prices at the same time without having physically agreed to do so. However, a coincidental increase in prices will not in itself prove a concerted practice, there must also be evidence that the parties involved were aware that their behaviour may prejudice the normal operation of the competition within the common market. This latter subjective requirement of knowledge is not, in principle, necessary in respect of agreements. As far as agreements are concerned the mere anticompetitive effect is sufficient to make it illegal even if the parties were unaware of it or did not intend such effect to take place.