

Parking Tickets

The Scam Revealed!



Never Pay Another!
Never Go to Court!

Simple steps you can take which will ensure you never pay another parking ticket. Consists of actual correspondence between one man issued a ticket, and the people who tried in vain to get him to pay.

Robert Arthur Menard

The Elizabeth Anne Elaine Society

Justice is Truth in Action

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Disclaimer

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Knowledge is power, and this book definitely holds a lot of it. What you do with it is entirely up to you.

This work is solely for entertainment, education, and discussion purposes. Oh, and to create a better society.

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Introduction

We live in a world where it seems on a daily basis government authority and power over our lives increases. Demands for payments increase, while services and their quality decreases. We all know the feeling we get when in this stressed out and demanding world, we come back to find that little ticket on our windshield. They are so irritating because they don't usually demand enough to make fighting it worthwhile, but at the same time it is enough that it can affect your monthly budget. Often times the manner in which they were issued is obviously wrong, yet it might cost you more to dispute the ticket in time off work than if you merely paid. So we pay. And we pay. In little ways every day, we pay. It gets to be a burden and can harm our health and our personal relationships.

There is another way.

These tickets do not have to be a reason to fight and be angry. They can be a chance to learn about the Law and thus empower yourself. It is also a great way to have a little fun and even some laughs. It can be like a family fun night where you all gather and compose a fun yet effect response to their demands upon you. When you go through the steps, you will learn so much more than merely how to deal with parking tickets. The process is essentially the same with any demands: you accept and administrate. This means you have to verify, which means they have to prove. A lawful demand for payment requires a lawful bill and they need a signature. Bills also require a contract and without one of those, the bill is a fraud and the presentation is a crime. You just keep asking them for a bill and if they ever show you one, then you ask to see the contract supporting that bill. The contract will have two signatures on it, and one will be yours. If not, the contract has nothing to do with you and therefore neither does the bill or the ticket.

When push comes to shove, they will not send you a 'bill' or an 'invoice'. They will send you what is called a 'remittance' and when you know what that is, you will realize you have no need to send them a check.

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Letter Writing Tips

First of all and most importantly: BE NICE! The people you are dealing with are not your enemy, they are your fellow human beings and they deserve your respect. Plus, being nice won't hurt you later if for some reason you do end up in court. They likely have no idea about the information I am presenting and you have an advantage on them. There is no need to beat them up or try to use anger or frustration with them. Do not take their actions personally. Just act in the impersonal and professional manner of an administrator.

Secondly, remember what you are trying to do and HAVE FUN. You are trying to give them what they want. Have fun with that. You just have to figure out what it is they do want, and that means they have to present you with a bill otherwise you can't know what that is. Have fun with that. Keep careful records and notes of your phone conversations. Its also fun to record your discussions and listen to them later. They become frustrated very easily and then resigned when they realize you are not paying unless and until you see a bill. Have fun with that.

Thirdly realize they do not think you have the information you do. You are no longer at a disadvantage and there is no need for anything but love. That little ticket is not going to cost you anything but a little time and a few stamps. Hopefully you learn from that and stop engaging in the action which caused the ticket to be issued in the first place.

Letter #1.

The Ball is back in their court.

TWIMC:

Tuesday, December 07, 2004

Re: Parking Ticket #APXXXXXX

Said Ticket is a Notice and was apparently placed upon my property by one of your Agents. I hereby give you Notice that I notice your Notice and I hope you notice by my Notice that I do respond in honour.

In the interest of peace, good will and to avoid judicial intervention, the ticket is hereby accepted and honoured, however in order to pay I must first act as administrator and exercise due diligence in this matter.

Therefore I direct you to send to me a proper and lawful bill with the words 'bill' and 'value' upon the face of it, as well as the lawful two-party contract which necessarily must precede the issuance of lawful bills.

As I am a Very Important and Busy Administrator, I would greatly appreciate your help in verifying the lawful existence of this obligation, prior to you extending further offers for me to pay. I am sure you are aware there has been a spate of people sending out bogus Invoices and Notices which purport to be bills, yet are not. I am sure you would not want me to pay you unless the bill is first properly verified, as failure to do so may cost me my position as Very Important and Busy Administrator to which I have grown fond.

Please send to me a proper bill and a copy of the lawful contract which supports that bill. Failure to do so within fourteen days (14) will be taken to mean that there was nothing more than a bookkeeping error on the part of your Very Important and Busy Administrator.

Sincerely, and without malice aforethought, ill will, vexation or frivolity,

Name,

Very Important and Busy Administrator

Agent For Accused Vehicle 123XXX

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Their Likely Reply:

They will very likely send you a copy of the ticket which was placed upon your vehicle. You don't want that, as it is merely another Notice. You have accepted the first Notice, now they should send you a copy of a signed bill. That's what the Notice was for, to draw your attention to their claim that they have a lawful bill to present you with. You notice and accept and now we move on to the next step.

This is where they mess up, as they are not used to people accepting and then administrating. They are used to people rejecting, ignoring, disputing and yelling. They are not conditioned or trained to deal with acceptance and administration. Proper administration requires verification. If there is no dispute, then there is no more need for Notices, 'cause I see ya and hear ya, now show me the bill. They like it when people just send in payment and never ask to see the bill. If I was collecting money, I would like that too. However, since we will accept the role of administrator, we have a certain duty and that duty is to see a bill. After all, we can't just pay everyone who claims we owe them without verifying the claim can we? No we can't. As an administrator you're breaching trust and that breaching trust is unlawful.

One of the keys here is that with this little judo financial flip, if they do not show you the bill, they become the delinquent creditor.

-Hey you owe me money!

-I do? Really? OK if you say so. I don't want to fight with you. Just show me a bill.

-Um... I can't. I don't seem to have one.

-Then how do you know I owe you money? I mean, friend, where's your proof?

-Um... I don't have any.

Well then, I don't see any need for me to pay you, or arrange a dispute in court. But if you feel the need to take me to court, you feel free. But let the record reflect, I offered to pay if you presented a proper bill and you refused to, OK?

Letter #2

Notice

DATE

Re: Ticket # _____

TWIMC:

Dear Sir or Madam,

Recently I sent you a letter in response to yours. Although in the interest of peace I accepted your seemingly ludicrous statement that an inanimate object did 'commit' an infraction I also asked that you send to me a proper bill and a copy of the supporting contract. It pains me to inform you that in this matter you have failed. Just so you know I forgive you and promise it will not interfere with our developing relationship. We have both invested too much time in it to let it fall apart over such a simple misunderstanding. Let us instead remember what it was that brought us lonely souls together in the first place.

As stated in previous correspondence, I am a *Very Important and Busy Administrator* and it is my duty to verify accounts payable. I simply cannot pay until it is verified, as doing so is a breach of my *VIBA Oath* and may cause anger in my boss, the *Administrative Significant Supervisor*. As you seem to be the creditor in this matter and I am trying to settle this account, your failure to present a true bill and a copy of our contract is troubling, as it puts you at risk of being the delinquent creditor. As we are developing a friendship, one I personally hope will be lasting and mutually spiritually fulfilling, I would like to assure you I do not wish to see you acting delinquently.

Also since your actions have put my position and climb to the top at risk, (I'm sure inadvertently) would you mind at least signing the enclosed letter of commendation, indicating that I did request you submit a bill and copy of our contract and that you failed to do so? This will appease my A.S.S. and cover my anterior demi-orbs and should cause you no problem, as it is merely the truth, and I am sure you serve the truth as I do. As your very good friend I promise I would do the same for you. If you don't sign the letter and send it back to me it may cost me my position and have a negative impact on my ability to support my family and myself.

Sincerely,

NAME

Very Important and Busy Administrator

Letter of Commendation

DATE

To Whom It May Concern:

Re Ticket # _____

Please be advised that _____ while acting as a Very Important and Busy Administrator did honour our Notice # _____ and did request we send to him a true properly signed bill, and a copy of the contract which supports that true bill. He agreed to meet our demands provided we prove they were lawfully made within fourteen days. We thought that was awfully nice and very professional of him.

Unfortunately due to a situation beyond our control, we are incapable of providing him with the lawful proof he needs in order to verify the existence of any lawful obligation to us. It would seem we cannot find a copy of any contract obliging you to us and thus no one here wishes to sign an actual bill. [We have been looking for our Maintenance Man to see if he will do it.] We would like to express that we hold him personally free of all liability in this matter, as he certainly did his best, and no one here expects anyone to pay a bill never properly created, let alone presented.

In short, the due diligence displayed by _____ in this matter is a shining example of professionalism of a true Very Important and Busy Administrator. We appreciate his immediate acceptance to administrate this matter, thus negating the need for judicial intervention, and thank him for bringing the lack of contract in this matter to our attention. We assure you we will balance our account forthwith to reflect the honour displayed by your VIBA.

We thank you for your time in this matter and apologize for the confusion.

Sincerely,

But, they should be happy...

Now at this point they will likely not be too amused. That is not your problem. You have accepted their claims and they have a duty to now send you something. Since they do not wish to be left holding the bag, they will send you a Final Notice. This is what you really wanted all along. See, the Notice they were sending you is evidencing a bill which is due. They are making a claim that you owe them money. All that is fine and great. They are free to do that. If however, they never present a bill which is signed, they are not really asking YOU for the money are they?

What they will send you is a remittance and what they want you to do, is send them that back, with a cheque for the amount on a remittance. They even call it a remittance and they tell you of the requirement to send it back with your payment. Here's where they are getting a little tricky, and you have to pay attention. Ask yourself this: "What is a remittance"? If you look it up in a legal dictionary, you will find it is defined as :

REMITTANCE, *comm. law.* Money sent by one merchant to another, either in specie, bill of exchange, draft or otherwise.

See that? They sent you money! The very piece of paper they sent you, which you thought was only a 'ticket' or a 'Notice' is in fact a specie of money. It's not a bill of exchange, as it is not signed, and since it is not signed, they cannot be demanding payment from you, so what are they doing? Plus see how they seem to be operating on the assumption that you are a merchant? That's because they are operating in the commercial arena and with commercial instruments and can only interact with others who are the same. Why did they send you money? What if they didn't quite send you money, but instead sent you something which if you act upon it becomes money?

Imagine if you will, you call up an agency to send someone over to provide a service, say cut your lawn. Let us suppose you also own stock in the company you phoned and as a stock holder one of the perks is this discount service. However, in order to receive this service, you have to sign the bill the grass cutter presents to you so he can get paid. Your signature on that bill is worth money to him as he can redeem it. It is proof of the service he provided. Now what if you refuse to sign it? Suppose you did not wish to devalue your stock, so instead of signing you paid directly? The guy who cut your grass has no complaint then does he? He received payment for services rendered.

However, what if this grass cutter is a sharp little operator, and has you in a contract in which the cheque you give him is not used to cover the cost of cutting the grass, but is in fact payment for signing your invoice or bill for you. He now has your cheque and the original remittance which you never realized had value to begin with. In a case like that the grass cutter effectively gets paid twice. Once because you were too lazy to cut your own grass, the second time because you were too lazy to sign the bill he presented. Of course, when you wake up and realize your ability to sign the bill itself, that grass cutters little lucrative side venture will dry up rather quickly won't it?

Now how can you claim the right to merely sign their remittance and give it value? Look on the back of your Birth Certificate. You will find a number. For some reason, they do not identify its function. It is in fact a Bond Tracking Number and helps the government track the revenue it generates every year. Did you know that when ever a child is registered with the government, at that time a 'person' is created and signed over to the government. Yeap, your offspring's very 'person' is nothing more than chattel property for the government. They use this chattel as collateral to float bonds. That number on your Birth Certificate is your Bond number and you can use it to pay off any demands for payments made by government agents and entities. For some reason the government does not want you to know about this simple fact.

When you get the Final Notice, you will see they call it a 'remittance' and they use the word 'AMOUNT' next to the place where there is a dollar figure. What you will do is change the word 'AMOUNT' to the word 'VALUE', initial it and then write the words I give you later in this book on the face of it indicating acceptance, valuation and direction to redeem the now valuable item. Your ticket is now paid, and it cost you nothing but a stamp. Cool system, eh?

The Kicker

NOTICE

Re: Ticket # ANXXXXXX

Friday, December 17, 2004

To: Carol Gxxxx

Hello and good day!

Receipt of your correspondence is acknowledged.

In your correspondence you state **“Please be advised that as we are unable to interpret the letter you have sent, it is suggested that you appear at the Bylaw Dispute Office #281 – 800 Hornby, between 9-3:30, Monday to Friday, and arrange a court date. At that time of your court hearing you can make your arguments before a Justice who would have a greater understanding of the Law.”**

Your words raise a number of points. You do realize that ignorance of the Law is no excuse for breaking the Law, correct? Since you are unable to interpret my words, you lack understanding. Therefore accepting suggestions from you would seem to be folly, especially concerning going to Court. Court is a place for people with conflict, and what kind of a human being would I be if I created conflict with one admittedly lacking in understanding of the issues? You are my sister and the Season of Peace is upon us. We have both stated that we are receiving each other's correspondence and therefore we must be in discussion. Since we are still in discussion, seeking adjudication is contraindicated at this point, as it would cost me my Claim of acting honourably. I don't kick puppies and I don't seek conflict with those who lack understanding.

You seem to be extending two separate offers. One is implicit and the other explicit. The explicit one is an invitation to seek court intervention, the implicit one is to educate you so we share understanding and can thus avoid court. You do want to avoid conflict, do you not? If

you do desire conflict, please inform me immediately, as you are likely insane and thus unpredictable and dangerous.

However, I feel we have grown close, and I have no desire to be in conflict and therefore I will endeavour to educate you my Sister, and thus you will be able to better serve the public and the Law. This information is not too difficult to understand. As it has been presented to people from all walks of life and children in High School can easily grasp it, I have little doubt of your ability to comprehend it as well.

First of all let's look at what happened.

1. Someone placed an unsigned piece of paper with the words Notice upon my property.
2. I accepted the presentment of the Notice and as account administrator asked for a bill.
3. You presented another Notice and called it a remittance.
4. I accepted again and endorsed your remittance thus giving it value and instructed you to present that now valuable specie to the Minister of Finance for closure and settling of the account.
5. I did so in the interest of peace and to avoid conflict even though you have never presented a proper bill.
6. You keep sending Notices indicating that there is a bill which is due, when I ask to see it you repeat yourself and never present the actual signed bill.

Now here comes the part to give you understanding of how and why I can endorse the remittance.

Know that Court is a place for people with conflict and conflict is avoidable, unnecessary and undesirable and when it raises its head we are to deal with it using discussion, negotiation and then if necessary adjudication in a court of competent jurisdiction.

Know also that you cannot lawfully drag me into conflict if I am willing to merely accept everything you claim. There is no conflict with acceptance.

The fact is when you make a claim against me and I accept it, my duty then is to administrate the closing of this account. There can be no conflict and thus no court if I am in the process of administrating this account. In order to properly fulfil my duties, I must verify all claims made. This means I ask to see a proper bill, which will be signed. I will then need to see a copy of the Lawful contract which gave rise to the obligation expressed by the bill. Show me those two things and I can pay you. If you never show me those and refuse to do so, and I pay anyway, I have failed to faithfully perform my duties as an administrator.

Know also that there is NO MONEY in circulation with which to pay you. Honest. It's all promissory notes and I cannot pay the debt you claim with a mere promise to pay, can I? If I cannot pay a debt, then I am in perpetual debt and I am in fact an indentured servant, which is not much more than a slave. Since slavery is unlawful, the government had to provide us with a remedy.

That remedy can be found on the back of your Birth Certificate. Look and you will see a number. It is a Bond Tracking Number and when you were registered with the government as a baby, they created and floated a Bond. There is value in those bonds and it can be used to meet any demands for payment made by any government agency. The Minister of Finance is holding onto those Bonds in Trust. He is in effect holding on to my money for me and waiting patiently for me to instruct him as to what to do with the revenue generated by it.

The document you sent me which I endorsed is a *remittance*. It says so on the envelope and it even says that the remittance must be returned with payment. For clarification, the word remittance is defined thus:

REMITTANCE, *comm. law.* Money sent by one merchant to another, either in specie, bill of exchange, draft or otherwise.

See believe it or not, the document you sent me is a form of money and has value the moment I endorse it. I have two choices, I can send it back to you unendorsed and with a cheque to cover the cost of me failing to endorse it or, I can endorse it and IT BECOMES THE CHEQUE.

You then take that now valuable instrument to the Minister of Finance, my Fiduciary Agent in Trust and direct him to pay you from my Bond revenue. That's what it is there for. You receive closure and full payment, I am not burdened unfairly, and we can both exist in peace and harmony. Neat system, eh? Too bad so few people are aware of it.

There are a few other finer aspects of the Law you really should be aware of. I raise them in a sincere spirit of good will and in the hopes that my words may correct errant behaviour with as little harm as possible.

Let us examine Section 180 of the Criminal Code of Canada.

Common nuisance

180. (1) Every one who commits a common nuisance and thereby (a) endangers the lives, safety or health of the public, or (b) causes physical injury to any person, is guilty of an indictable offence and liable to imprisonment for a term not exceeding two years.

Definition (2) For the purposes of this section, every one commits a common nuisance who does an unlawful act or fails to discharge a legal duty and thereby (a) endangers the lives, safety, health, property or comfort of the public; or (b) obstructs the public in the exercise or enjoyment of any right that is common to all the subjects of Her Majesty in Canada.

It would seem to me, that having someone constantly claim I owe them, who then refuses to provide a bill or proof in the form of a contract, is in fact being a nuisance. Read section (2) carefully. When you fail to discharge your legal duty of accepting my endorsement of the remittance, you endanger my comfort and possibly my health, and you are obstructing me in the exercise and enjoyment of my rights. Since you have failed repeatedly to provide an actual signed bill, one can reasonably conclude there is no contract in existence justifying the demand to pay. Making demands like that is an offence resembling fraud and is an indictable offence.

Let us examine the term **‘any right that is common to all the subjects of Her Majesty in Canada.’**

Rights are not granted by one to another; they are gifts from God. All of Her *subjects* are human beings, and the only body of rights common to them all are those common to all human beings. The term ‘any right

that is common to all the subjects of Her Majesty in Canada' is synonymous with the term 'Human Rights'. I do not have to be one of 'Her subjects' to enjoy the rights common to all Her subjects.

I have the right to Peace and Justice and your actions if they continue will deny me both. Please take the remittance I accepted from you and do with it as directed. If upon doing so, the Minister of Finance fails or refuses to honour that specie, please mention Section 337 of the Criminal Code and if that does not work, feel free to contact me then and I will take steps to see they are held fully accountable.

Sincerely and without malice aforethought, ill will, vexation or frivolity,

NAME

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Send the following Letter of Advice with the Remittance and your letter:

Letter of Advice Directions for Payment

Thursday, December 02, 2004

TWIMC:

Re: **TICKET NUMBER ANxxxxx**

ORDER:

The debt instrument you served upon me has been accepted with honour and value has been added. Submit said Instrument to the Holder in Trust of Bond # _____ and quote the name and Registration number placed upon the Instrument by me. Said holder is required by law and Trust to discharge your claim and accept the Instrument for the value I assigned to it. If said Holder fails to discharge as required, I authorize you to initiate whatever legal actions you feel needful against the Holder of that Bond in order to seize it upon my behalf, at which time you will present it to me within THREE (3) days for payment of this account.

When you send this letter out, make a few copies first and then send it registered mail. This way you have evidence that they received it. Also, notice what they had to say in their correspondence. They have no desire to start the court process, they want and need you to do it. If they start it, all you have to show is your initial acceptance and offer to them, to show you a bill. Their failure to do that means you basically owe nothing right there. The fact that you paid anyway with your Bond is merely evidence of your desire for a peaceful and harmonious existence with your fellow human beings. They can't do much more after this step except take the remittance to the Minister and try to redeem it, or write off that particular ticket, or try taking you to court. The latter they cannot do, as with your acceptance you seized honour and with their failure to present a properly signed bill, they are the delinquent creditor.

How to Accept for Value

Do this:

Cross out the word '**AMOUNT**' and replace with '**VALUE**'.

Write diagonally across the Notice in *red* ink the following words:

**“Value applied by owner of Bond # _____ (# on
Back) _____, registration #
_____. Accepted for Value.**

**Return to Holder of Bond in exchange for
discharge, closure and settlement of the
accounting as per the Law.”**

You are now paid up! All they have to do is take that ticket to the people holding your bond and ask them to settle the account. You have properly administered the account to closing and there is now no need for court!

The man who sent this out has yet to receive a reply and no one seems anxious to try taking him to court. As far as he is concerned, as the Administrator, that account is settled and closed.

And he had fun.

The Final Notice After

BY-LAW VIOLATION FINAL NOTICE



BY-LAW FINES
CITY OF VANCOUVER
453 WEST 12TH AVE.
VANCOUVER, B.C. V5Y 1V4

0000000000AN 20000025000172

BEING THE OWNER OF A MOTOR VEHICLE BEARING B.C. LICENCE NO. 1J55CEG UNLAWFULLY DID PERMIT OR ALLOW SAID VEHICLE TO REMAIN PARKED IN A METERED SPACE WHERE THE METER HEAD AT SAID SPACE DISPLAYS FOUR FLASHING ZEROS IN A WINDOW IN S/S 2100 4TH AVE W.

TICKET NUMBER

AN:

QC POL 225

DATE OF VIOLATION

AMOUNT

AUGUST 15, 2004 ~~25.00~~ **25.00**

TIME OF VIOLATION

PAY BY

13 12 SEPTEMBER 17, 2004

SEND THIS PORTION WITH PAYMENT

REGISTRATION #

Value Applied By Holder of Bond #

Under Authority of Law & Claim

X-ACCEPTED FOR VALUE AS TRUE AND KNOWN BY BOND IN EXCHANGE FOR DISCHARGE, CLOSURE, AND SETTLEMENT OF THE ALLOTTING NUMBER BOND XXXXXXXXXXXXXXXXXXXXXXXX

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www.angelfire.com/folk/burstbubbles

www.angelfire.com/folk/freeminds

www.shepherdshaven.com

Did you know that the Parking Ticket they place upon your windshield is actually a Notice that a bill exists?

Did you know you can ask to see that bill before you pay it?

Did you know if they fail to present a bill, they are considered to be a 'delinquent creditor'?

Did you know you can accept their claims and begin the administration process which forces them to present you with a remittance?

Did you know you can value that remittance with a signature?

Buy this book and learn how to defeat the deception they rely on and keep your money where it belongs:

In your pockets!