## BANKS OR CORPORATIONS REFUSING CHEQUES

- 1.IF THEY SAY THEY ARE ONLY WILLING TO ACCEPT CHEQUES FROM A BANK WITH A UK CLEARING SORT CODE THEN THIS AMMOUNTS TO FINANCIAL APARTHEID.
- 2. UNDER COMMON LAW OF THE LAND EVERY MAN HAS THE RIGHT TO CONDUCT HIS FINANCIAL AFFAIRS IN HONOUR DOES HE NOT?
- 3. YOU ARE MAKING AN ATTEMPT TO PAY IN LEGAL TENDER ARE YOU NOT?
- 4. THEY ARE REFUSING TO ACCEPT BUT WITHOUT GIVING REASONED ARGUMENT AS THEY ARE BASING THEIR REFUSAL UPON "being a member of a private club "UK CCCC Ltd". SINCE WHEN IN THE GREAT CAPITALIST ECONOMY HAS ONE PRIVATE CORPORATION BEEN ABLE TO INSIST THAT ANOTHER JOIN WITH ITS PHALANX IN ORDER TO CONDUCT BUSINESS? [SEE TREATY OF ROME ARTICLE 101]
- 5. WHAT ARE THEY ABOUT? DO THEY WANT MONETARY PAYMENT OR DO THEY WANT TO DEAL WITHIN A SPECIFIED CLOSED CRIMINAL CLUB?
- 6. IF IT IS THE LATTER THEN YOU DO NOT WISH TO BE A PART OF SUCH CRIMINAL BANKING CONNIVANCE AND UNDER THE UDHRIGHTS ACT AS WELL AS EUROPEAN CONVENTION ON HUMAN RIGHT INVOKE YOU RIGHT NOT TO DEAL WITH HIGH STREET BANKS
- 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
- 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.

## **Collusion**

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]<sup>[9]</sup> 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.