

## 2102016 Part 2

As found in Black's Law Dictionary (8th ed. 2004) , on Page 3502 is the definition of owner and beneficial owner and is stated as:

*“owner. One who has the right to possess, use, and convey something; a person in whom one or more interests are vested. • An owner may have complete property in the thing or may have parted with some interests in it (as by granting an easement or making a lease).”*

“Beneficial owner” is defined as:

*“beneficial owner. 1. One recognized in equity as the owner of something because use and title belong to that person, even though legal title may belong to someone else; esp., one for whom property is held in trust.”*

Also found in the definitions of Black's Law Dictionary (8th ed. 2004), on Page 2104 is found the definition of “holder” being:

*“holder. 1. A person who has legal possession of a negotiable instrument and is entitled to receive payment on it. [Cases: Bills and Notes 427(1).] 2. A person with legal possession of a document of title or an investment security. 3. A person who possesses or uses property.”*

Furthermore in the subcategory definition of holder is found “holder in due course” defined as:

*“holder in due course. A person who in good faith has given value for a negotiable instrument that is complete and regular on its face, is not overdue, and, to the possessor's knowledge, has not been dishonored. • Under UCC § 3-302, a holder in due course takes the instrument free of all claims and personal defenses, but subject to real defenses. — Abbr. HDC; HIDC. Also termed due-course holder. [Cases: Bills and Notes 327–384. C.J.S. Bills and Notes; Letters of Credit §§ 4, 24, 28, 30, 33, 65, 142–147, 149–153, 157, 159, 169–201.]”*

Alarming on the same page is also a definition for “holder for value” defined as:

*“holder for value. A person who has given value in exchange for a negotiable instrument. •Under the UCC, examples of “giving value” include acquiring a security interest in the instrument and accepting the instrument in payment of an antecedent claim. UCC § 3-303(a). — Also termed bona fide holder for value. [Cases: Bills and Notes 352. C.J.S. Bills and Notes; Letters of Credit § 185.]”*

In specific we must look at what is defined by the term “holder in due course:”

*“A person who in good faith has given value for a negotiable instrument” [clearly the purchase of the payment stream (payment intangible) is not the negotiable instrument] [emphasis added by the writer] and further review the definition of holder to being allowable by law to make a claim as being a *person who has legal possession of a negotiable instrument and is entitled to receive payment on it*”*

Herewith we find confusion that a created security interest in the negotiable instrument as a payment intangible sold for value does not equal the right of holder in due course to collect payment upon the negotiable instrument.

The maker of the payment intangible is under obligation to the payment purchaser as being the intangible obligee for whatever action the maker (account debtor, intangible obligor) promised the intangible obligee. Hence for an intangible obligee to bypass the intangible obligor and hold a third party (tangible obligor) liable for the intangible obligor is stretching beyond the limits of law.

Elevator version:

The maker of the tangible obligation is not the same maker who made the intangible obligation.

The purchaser (intangible obligee-account debtor) of the payment stream only bought rights to the payment stream but in misapplying written statutory law there is made the argument that the intangible purchaser bought the rights to the tangible negotiable instrument.

Incorrect, False, a lie. However, when is comma used in place of the and or coordinating conjunction?

**Believe in what you wish,**

**Shall the future become the past in the  
“distant” future?**