Date: ……/……/20 …….

Dear Manager/CEO, ……..

Your business is mandating payment with card only. I do not have a card and I only shop with cash.

According to the laws of the Commonwealth of Australia:

CURRENCY ACT 1965 – PART III
Currency
8 Monetary unit and denominations of money

(1) The monetary unit, or unit of currency, of Australia is the dollar
(2) The denominations of money in the currency of Australia are the dollar and the cent.

CURRENCY ACT 1965 – PART IV
16 Legal tender

(1) A tender of payment of money is a legal tender if it is made in coins that are made and issued under this Act and are of correct weight

RESERVE BANK ACT 1958 – SECT 36
Notes to be legal tender – This is an invalid act as it contradicts S. 115 of the Constitution

(1) Australian notes are a legal tender throughout Australia

Maxim of Law:
"Money refused releases the person paying"

(a) Verbatim: "Money rejected is money accepted."
(b) Uniform Commercial Code – U.C.C. 3-603(b) "…and the tender is refused, there is discharge…"

Contract:

- You have goods and/or services for sale
- I have legal tender to pay for them
- This legal tender is available to make immediate payment
- It can only be refused if
  - It is not legally endorsed by Australia (U.C.C. 3-501 (b)(3)(1)
  - OR
  - If I am breaking some applicable law or rule (U.C.C 3-501 (b)(c)(ii)
  - If so, you must identify that situation
  - I shall pay you with Legal Tender (notes and coins) of Australia and ***offer you payment three (3) times.***
  - Should you or any of your staff refuse my three (3) attempts to pay with cash, I shall accept that any debt claim is discharged and you have waived any and all payment on the product.

- Black's Law Dictionary, 4th Ed. 1968, Page 1467
  - Reprobata pecunia liberat solventem. Money refused [the refusal of money tendered] releases him who pays, [or tenders it] 9 Coke, 79a
- Black's Law Dictionary, 9th Ed. 2009, Page 1869
  - Reprobata pecunia liberat solventem. Money refused releases the person paying (or offering payment)
- U.C.C. 3-603
  (a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.
  (b) If tender of payment of an obligation to an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.
  (c) If presentment is required with respect of an instrument and the obligator is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.
- U.C.C. 3-501
  b. (3) Without dishonouring the instrument, the party to whom presentment is made may
    i. Return the instrument for lack of a necessary endorsement or
    ii. Refuse payment for failure of the presentment to comply with the terms of the instrument, an agreement of the parties, or other applicable law or rule.

Yours sincerely, ……
Receipt for goods received

……

By ……