



U.S. COMMODITY FUTURES TRADING COMMISSION
 ENSURING THE INTEGRITY OF THE FUTURES & OPTIONS MARKETS

COMMENT FOR PUBLIC INFORMATION COLLECTION 81 FR 42667

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Organization(s):

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Comment Text:

Clearing exemption should be allowed and in the title of the original contract holder/ lender. The contracts were bought in already questionable circumstances and have been trying to get resolved for years. The original contracts were actively pursued, and the introducing broker has denied all alternative resolution schemes and ignored the lender multiple times, and the actions of the original broker has been nothing more than fraudulent. The original holder of the contracts (the lender/ purchaser) has held back from fully pursuing his rightful dues all because of reasons of security so to deny him of this because he couldn't clear the contracts (as since the original experience the purchaser/ lender of the contracts has been out of the financial service industry due to exactly what the Dodd Fank Act was designed to protect for reasons the Dodd Frank act was originally put in place to prevent) the purchaser lender had tried his best to clear the contracts but firstly two of his computers had been not working correctly, (unknown reasons) then financial limitations had effected participation plus the stress physically had cause illness that required hospitalisation three times in two moths and all diagnosed as stress related that is all, and the stress also broke the marriage and forced he family to be living with individual parents which is hard on the five children. The purchaser/ lender has no option but to pursue this matter as he has put his life works into this, and really has rights morally contractually, in all jurisdictions concerned but is preventing the easy path to resolving this in order to respect confidentiality and has pathos faith in the Dodd Framk act to seek justice . The reunite meets nf responsibility was dumped onto the purchaser lender with no warning and when trying to seek advice recieved none. The purchaser/ lender has complied or tried his best to comply with all requirements but the introducing broker has done nothing but commit multiple acts of fraud. If the introducing broker should have to file bankruptcy it shouldn't be on the purchaser lender to weigh the penalty for the wrongfulness acts of the introducing broker, and then the introducing broker reaps the reward or violating the Dodd frank acts. The contracts should be cleared or exempt from clearing and then be allowed to be terminated or rights transferred with proceeds going back to the lender/ purchaser as the introducing broker has always used the excuse that it has no responsibility or liability to the purchaser/lender, and after 8 years of suffering by not only him but his family it would be a mockery of the whole Dodd frank act if clearing exemption was not allowed and contracts could not be liquidated. It would be sad that the whole project would have proven nothing and penalised the innocent for trying to do what was right. By he introducing broker had made the rules and the contracts and the fact it has turned upon them because of the illegal actions is no fault of the purchaser/ lender.

Attachment

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