

**SUPERIOR COURT OF JUSTICE
CIVIL
393 University Ave – 10th Fl
Toronto ON M5G 1E6**

BETWEEN

Gana Kiritharan	Plaintiff
and	
TD Canada Trust	Defendant

**AFFIDAVIT OF DOCUMENT 7 CIVIL
(DEFINITION AND EXPLANATION FOR THE TERM “COLLECTION ITEM”)**

I, Gana Kiritharan, of the City of Toronto, of Province of Ontario, the Plaintiff in this action,
MAKE OATH AND SAYS AS FOLLOWS:

1. I collected following documents from respective sources which help to define the Accounting Term “**Collection Item**” which is an important term in evidences in this action.
 - A. CICA Handbook - Accounting (Vol I & Vol II) from Canadian Institute of Chartered Accountants, 277 Wellington Street West, Toronto, Ontario, M5V 3H2.
 - B. TD Canada Trust – Accounts – Accounts Related Information and Administrative Fees from TD Canada Trust official Web Site.
 - C. Encyclopaedia Definition for term “**Collection Item**” from Wikipedia, the free Encyclopaedia on Internet.

2. Accounting details of Plaintiff's Line of Credit received from Defendant (TD Canada Trust) shows transactions in September - October 2005 as follows.

Date	Trans Description	Trans Amount	Balance
09/30/2005	Interest	82.01 DR	11,561.83-
10/19/2005	Interest	49.89 DR	
10/19/2005	Collection Item	11,611.72 CR	
10/19/2005	Close Account	0.00 DR	0.00

3. Also Account details of Plaintiff's Checking account (Value Account) received from Defendant shows transactions in May - June 2005 as Follows:

Date	Trans Description	Trans Amount	Balance
05/31/2005	Value Account Fee	3.95 DR	101.77-
06/28/2005	Collection Item	107.30 CR	
06/28/2005	Overdraft Interest	1.58 DR	
06/28/2005	Value Account Fee	3.95 DR	
06/28/2005	Close Account	0.00 DR	0.00

4. Counterclaim filed by Defendant against Plaintiff in Paragraph 11 says as follows:

11. On October 15 (or 19) 2005 the total amount of \$ 11,611.72 that was due and owing was written off for accounting purposes.

5. This gives an impression that **Collection Item** means **Write Off**. This idea was several times retold to Plaintiff by defendant lawyer during this action.
6. During Document Discovery when Plaintiff demanded for several documents regarding write-off Defendant failed to produce any documents which may lead to the conclusion that "Collection Item" means "Write-Off".
7. Accounting Abbreviations produced by defendant as a part of Affidavit of Documents gives following two different abbreviations.

COLL	COLLECTIONS / COLLECTOR
W/O	WRITE OFF

These two indicate Collections is a different Financial Transaction from Write-Off.

8. Information obtained from TD Canada Trust web site regarding "Account Related information and Administrative Fees" explains Collection Items as Follows:

COLLECTION ITEMS

Canadian dollar or U.S dollar cheque sent for re-presentment within Canada.	\$ 30.00 (other Bank charges may apply)
Outgoing Cheque Collection[†] -Canadian dollar, U.S dollar or Foreign currency cheque payable outside of Canada	0.20% of cheque amount Min \$ 30.00 / Max \$ 150.00 (other Bank charges and out-of-pocket expenses may apply)

[†] Charged in the currency of account

9. Also information collected from Wikipedia (Internet free Encyclopaedia) defines Collection Item as "a banking term for an item presented for depositing, such as cheque that cannot be credited to a depositor's account until payment has been received from the payer Bank or from a Government Treasurer. (This is in contrast to a "cash item".)
10. When these information combined with the fact that Plaintiff was out of Canada for several months before and after October 19, 2005 and Plaintiff did not provided TD Canada Trust with any cheque for **re-presentment**, the better explanation for **Collection Item**: is a Financial Instrument prepared by Bank for the Liability of Plaintiff for the Over Draft amount Plaintiff owe for his Value account as of 28 June 2005 and Full amount Plaintiff owe for his line of Credit as of October 19, 2005, which successfully received payments from an concealed account belongs to Plaintiff (or offset with an assert belong to Plaintiff).

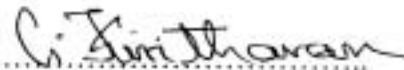
11. Also the fact failure of any additional charges with Collection Item leads to the conclusion the Concealed payer account also located TD Canada Trust.
12. I am enclosing copies of documents which helped to arrive above conclusions with this affidavit.

SWORN Before Me at the
City of Toronto, Province of Ontario
This Day 12th of May, 2008



A. Anissimova
Registrar

, S.C.J.



Signature of Plaintiff

**Canadian Institute of
Chartered Accountants
277 Wellington Street West
Toronto, ON
M5V 3H2**

CICA Handbook – Accounting

- Content Reprint -

(Up to and Including Release #45)

Volume I

Item: #01870960

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introduction to accounting standards

April 2005

AUTHORITY

The Accounting Standards Board* (the Board) is authorized to issue Accounting Handbook Sections from time to time. .01

The Board's membership and Terms of Reference are approved by the Accounting Standards Oversight Council. .02

APPLICATION

Accounting Handbook Sections emphasize principles rather than detailed rules and, therefore, cannot be phrased to suit all circumstances or combinations of circumstances that may arise. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES, Section 1100, establishes standards for financial reporting in accordance with generally accepted accounting principles. It describes what constitutes Canadian generally accepted accounting principles and its sources. .03

Accounting Handbook Sections are intended to apply to all types of profit-oriented enterprises and to not-for-profit organizations¹ as defined in FINANCIAL STATEMENT PRESENTATION BY NOT-FOR-PROFIT ORGANIZATIONS, paragraph 4400.02, unless a particular standard specifically provides otherwise. .04

Governments and other entities in the public sector refer to the CICA Public Sector Accounting Handbook to determine the basis of accounting for purposes of their financial reporting. .05

Standards should not be considered of retroactive effect, although retroactive adjustment may be appropriate or desirable. Standards need not be applied to immaterial items. While materiality is a matter of professional judgment in the particular circumstances, the Board believes that, as a general rule, materiality should be judged in relation to the significance of financial statement information to decision makers. An item of information, or an aggregate of items, is deemed to be material if it is probable that its omission or misstatement would influence or change a decision. .06

* The Accounting Research Committee was renamed the Accounting Standards Committee in 1982. In 1991, the Accounting Standards Committee was replaced by the Accounting Standards Board. In 1999, the Accounting Standards Board was restructured.

¹ The application of Handbook Sections to not-for-profit organizations is made in the context of terminology appropriate to such organizations. When the terminology in a standard is not appropriate for not-for-profit organizations, appropriate terminology is substituted.

introduction to accounting standards

- .07 **GENERALLY ACCEPTED ACCOUNTING PRINCIPLES**, paragraph 1100.13, describes the relationship between italicized and non-italicized paragraphs.

EFFECTIVE DATE

- .08 Unless otherwise indicated, standards are effective with respect to financial statements and financial reports relating to years commencing on or after the first of the month noted beside italicized paragraphs. When no date appears, the standards are effective for years commencing on or after January 1, 1968. An entity with a financial reporting period that does not coincide with the end of a month, as in the case of a 52-week/53-week fiscal year, should apply new standards in the fiscal period beginning at the date closest to the effective date specified in a standard.
- .09 Standards being amended remain in force until the effective date of the amendments. In many cases, however, entities will adopt new or amended standards before the effective date.

ADDITIONS AND REVISIONS

- .10 Accounting is not static. It has changed in the past and will continue to adapt to changes in economic and social conditions in the future. Thus, there will be periodic review and amendment of material previously issued.
- .11 The Board approves new standards and changes in existing standards only after following due process.
- .12 Standards on new areas will be issued periodically by the Board for insertion in the Handbook, and changes in existing standards will be reflected in periodic updates to the Handbook.
- .13 All standards on new areas and changes in existing standards will be identified in the **HANDBOOK REVISIONS RELEASES**.

CONTENTS AND INDEX

- .14 The topics covered by Accounting Standards are listed in the Table of Contents and the detailed **TOPICAL INDEX**.

In January 2006, the Board adopted a strategy of converging Canadian generally accepted accounting principles for publicly accountable enterprises with International Financial Reporting Standards (IFRSs). As a result, converged standards issued after June 2006 use the word "shall" whenever the corresponding IFRS does so. Consequential amendments to other standards also use the word "shall" when appropriate. In this context, the Board intends that "shall" be read as synonymous with the way "should" is used in standards issued before June 2006.

financial instruments — recognition and measurement

- (b) when the ability to settle net in cash or another financial instrument, or by exchanging financial instruments, is not explicit in the terms of the contract, but any of the following apply:
 - (i) the entity has a practice of settling similar contracts net in cash or another financial instrument, or by exchanging financial instruments (whether with the counterparty, by entering into offsetting contracts, or by selling the contract before its exercise or lapse);
 - (ii) for similar contracts, the entity has a practice of taking delivery of the underlying and selling it within a short period after delivery for the purpose of generating a profit from short-term fluctuations in price or dealer's margin; or
 - (iii) the non-financial item that is the subject of the contract is readily convertible to cash.

- .17 The following contracts are not entered into for the purpose of making or taking delivery of the non-financial item in accordance with the entity's expected purchase, sale or usage requirements and, accordingly, are accounted for in the same manner as derivative financial instruments that fall within the scope of this Section:
- (a) a contract to which paragraph 3855.16(b)(i) or (ii) applies; and
 - (b) a written option to buy or sell a non-financial item that can be settled net in cash or another financial instrument, or by exchanging financial instruments, in accordance with paragraph 3855.16(a) or (b)(iii).

Other contracts to which paragraph 3855.14 applies are evaluated to determine whether they were entered into and continue to be held for the purpose of making or taking delivery of the non-financial item in accordance with the entity's expected purchase, sale or usage requirements. When that is not the case, the contract is accounted for in the same manner as derivative financial instruments that fall within the scope of this Section.

- .18 An entity documents the basis for concluding that the purpose of a contract is for receipt or delivery of a non-financial item in accordance with its expected purchase, sale or usage requirements. The documentation may be applied either to groups of similar contracts or to each individual contract.

DEFINITIONS

- .19 The following terms are used in this Section with the meanings specified (paragraphs 3855.A1-A17 further elaborate on some of the definitions):
- (a) A **financial instrument** is any contract that gives rise to a financial asset of one party and a financial liability or equity instrument of another party.
 - (b) A **financial asset** is any asset that is:

- (i) cash;
- (ii) a contractual right to receive cash or another financial asset from another party;
- (iii) a contractual right to exchange financial instruments with another party under conditions that are potentially favourable to the entity; or
- (iv) an equity instrument of another entity.
- (c) A **financial liability** is any liability that is a contractual obligation:
 - (i) to deliver cash or another financial asset to another party; or
 - (ii) to exchange financial instruments with another party under conditions that are potentially unfavourable to the entity.
- (d) An **equity instrument** is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities.
- (e) A **derivative** is a financial instrument or other contract within the scope of this Section (see paragraphs 3855.14-17) with all three of the following characteristics:
 - (i) its value changes in response to the change in a specified interest rate, financial instrument price, commodity price, foreign exchange rate, index of prices or rates, a credit rating or credit index, or other variable (sometimes called the "underlying"), provided in the case of a non-financial variable that the variable is not specific to a party to the contract;
 - (ii) it requires no initial net investment or an initial net investment that is smaller than would be required for other types of contracts that would be expected to have a similar response to changes in market factors; and
 - (iii) it is settled at a future date.
- (f) A **financial asset or financial liability held for trading** is a financial asset or financial liability that meets either of the following conditions:
 - (i) it is not a loan or receivable, as defined in paragraph 3855.19(h), and is:
 - acquired or incurred principally for the purpose of selling or repurchasing it in the near term;
 - part of a portfolio of identified financial instruments that are managed together and for which there is evidence of a recent actual pattern of short-term profit taking; or
 - a derivative, except for a derivative that is a designated and effective hedging instrument (see HEDGES, Section 3865); or
 - (ii) it is designated by the entity upon initial recognition as held for trading. Any financial instrument within the scope of this Section may be designated when initially recognized as held for trading (see paragraph 3855.20), except for:

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- financial instruments whose fair value cannot be reliably measured (see paragraphs 3855.A62-.A63); and
- financial instruments transferred in a related party transaction that were not classified as held for trading before the transaction.

Paragraph 3855.80 precludes reclassification of a financial instrument into or out of the trading category while it is held or issued.

- (g) **Held-to-maturity investments** are non-derivative financial assets with fixed or determinable payments and fixed maturity that an entity has the positive intention and ability to hold to maturity (see paragraphs 3855.22-.32), other than:
- (i) those that the entity, upon initial recognition, designates as held for trading;
 - (ii) those that the entity designates as available for sale; and
 - (iii) those that meet the definition of loans and receivables.
- (h) **Loans and receivables** are non-derivative financial assets resulting from the delivery of cash or other assets by a lender to a borrower in return for a promise to repay on a specified date or dates, or on demand, usually with interest (see IMPAIRED LOANS, Section 3025, for examples of loans), other than:
- (i) debt securities (see paragraphs 3855.33-.34); and
 - (ii) loans and receivables that the entity, upon initial recognition, designates as held for trading or as available for sale.
- (i) **Available-for-sale financial assets** are those non-derivative financial assets that are designated as available for sale, or that are not classified as loans and receivables, held-to-maturity investments, or held for trading.
- (j) **Fair value** is the amount of the consideration that would be agreed upon in an arm's length transaction between knowledgeable, willing parties who are under no compulsion to act.
- (k) **Amortized cost of a financial asset or financial liability** is the amount at which the financial asset or financial liability is measured at initial recognition minus principal repayments, plus or minus the cumulative amortization using the effective interest method of any difference between that initial amount and the maturity amount, and minus any reduction (directly or through the use of an allowance account) for impairment or uncollectability.
- (l) The **effective interest method** is a method of calculating the amortized cost of a financial asset or financial liability (or group of financial assets or financial liabilities) and of allocating the interest income or interest expense over the relevant period. The **effective interest rate** is the rate that exactly discounts estimated future cash payments or receipts through the expected life of the financial instrument or, when appropriate, a shorter period, to the net carrying amount of the financial asset or financial liability (see paragraphs 3855.A23-.A26).

- (m) **Derecognition** is the removal of a previously recognized financial asset or financial liability from an entity's balance sheet.
- (n) A **regular-way purchase or sale** is a purchase or sale of a financial asset in accordance with a contract whose terms require delivery of the asset within the time frame established generally by regulation or convention in the marketplace concerned.
- (o) **Transaction costs** are incremental costs that are directly attributable to the acquisition, issue or disposal of a financial asset or financial liability (see paragraph 3855.A27). An incremental cost is one that would not have been incurred if the entity had not acquired, issued or disposed of the financial instrument.
- (p) Assets that are **readily convertible to cash** have:
 - (i) interchangeable (fungible) units; and
 - (ii) quoted prices in an active market that can rapidly absorb the quantity held by the entity without significantly affecting the price.

For contracts that involve multiple deliveries, an entity considers whether an active market can rapidly absorb the quantity held by the entity, separately for the expected quantity in each delivery. Paragraph 3855.A44 explains what constitutes an active market. For purposes of this definition only, the market must be not only active, but also capable of rapidly absorbing the quantity of assets held by the entity without significantly affecting the price.

Financial assets and financial liabilities held for trading

Trading generally reflects active and frequent buying and selling, and financial instruments held for trading generally are used with the objective of generating a profit from short-term fluctuations in price or dealer's margin. However, designation of a financial instrument as held for trading is not precluded simply because the entity does not intend to sell or repurchase it in the near term. This Section permits an entity to designate any financial instrument irrevocably on initial recognition as held for trading. 20

Financial liabilities held for trading include:

- (a) derivative liabilities that are not accounted for as hedging instruments; 21
- (b) obligations to deliver financial assets borrowed by a short seller (i.e., an entity that sells financial assets it has borrowed and does not yet own);
- (c) financial liabilities that are part of a portfolio of identified financial instruments that are managed together and for which there is evidence of a recent actual pattern of short-term profit-taking; and
- (d) other financial liabilities that are designated as held for trading.

Under the first approach described in paragraph 3861.22, the issuer of a bond convertible into common shares first determines the carrying amount of the financial liability by discounting the stream of future payments of interest and principal at the prevailing market rate for a similar liability that does not have an associated equity component. The carrying amount of the equity instrument represented by the option to convert the instrument into common shares may then be determined by deducting the carrying amount of the financial liability from the amount of the compound instrument as a whole. Under the second approach, the issuer determines the value of the option directly either by reference to the fair value of a similar option, if one exists, or by using an option pricing model. The value determined for each component is then adjusted on a pro rata basis to the extent necessary to ensure that the sum of the carrying amounts assigned to the components equals the amount of the consideration received for the convertible bond. .23

Interest, dividends, losses and gains

► *Interest, dividends, losses and gains relating to a financial instrument, or a component part, classified as a financial liability should be reported in the income statement as expense or income. Distributions to holders of a financial instrument classified as an equity instrument should be reported by the issuer directly in equity.* [JAN. 1996] .24

The classification of a financial instrument in the balance sheet determines whether interest, dividends, losses and gains relating to that instrument are classified as expenses or income and reported in the income statement. Thus, dividend payments on shares classified as liabilities are classified as expenses in the same way as interest on a bond and reported in the income statement. Similarly, gains and losses associated with redemptions or refinancings of instruments classified as liabilities are reported in the income statement, while redemptions or refinancings of instruments classified as equity are reported as changes in equity. .25

Dividends classified as an expense may be presented in the income statement either with interest on other liabilities or as a separate item. Disclosure of interest and dividends is subject to the requirements of INCOME STATEMENT, Section 1520. In some circumstances, because of significant differences between interest and dividends with respect to matters such as tax deductibility, it is desirable to disclose them separately within the income statement. Disclosures of the amounts of tax effects are made in accordance with INCOME TAXES, Section 3465. .26

Offsetting of a financial asset and a financial liability

► *A financial asset and a financial liability should be offset and the net amount reported in the balance sheet when an entity:* .27
(a) has a legally enforceable right to set off the recognized amounts; and

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(b) intends either to settle on a net basis, or to realize the asset and settle the liability simultaneously. [JAN. 1996]

- .28 Paragraph 3861.27 requires the presentation of financial assets and financial liabilities on a net basis when this reflects an entity's expected future cash flows from settling two or more separate financial instruments. When an entity has the right to receive or pay a single net amount and intends to do so, it has, in effect, only a single financial asset or financial liability. In other circumstances, financial assets and financial liabilities are presented separately from each other consistent with their characteristics as resources or obligations of the entity.
- .29 Offsetting a recognized financial asset and a recognized financial liability and presenting the net amount differs from ceasing to recognize a financial asset or a financial liability. While offsetting does not give rise to recognition of a gain or a loss, ceasing to recognize a financial instrument not only results in the removal of the previously recognized item from the balance sheet, but may also result in recognition of a gain or a loss.
- .30 A right of set-off is a debtor's legal right, by contract or otherwise, to settle or otherwise eliminate all or a portion of an amount due to a creditor by applying against that amount an amount due from the creditor. In unusual circumstances, a debtor may have a legal right to apply an amount due from a third party against the amount due to a creditor, provided that there is an agreement among the three parties that clearly establishes the debtor's right of set-off. Since the right of set-off is a legal right, the conditions supporting the right may vary from one legal jurisdiction to another, and care must be taken to establish which laws apply to the relationships between the parties.
- .31 The existence of an enforceable right to set off a financial asset and a financial liability affects the rights and obligations associated with a financial asset and a financial liability, and may affect significantly an entity's exposure to credit and liquidity risk. However, the existence of the right, by itself, is not a sufficient basis for offsetting. In the absence of an intention to exercise the right or to settle simultaneously, the amount and timing of an entity's future cash flows are not affected. When an entity does intend to exercise the right or to settle simultaneously, presentation of the asset and liability on a net basis reflects more appropriately the amounts and timing of the expected future cash flows as well as the risks to which those cash flows are exposed. An intention by one or both parties to settle on a net basis without the legal right to do so is not sufficient to justify offsetting since the rights and obligations associated with the individual financial asset and financial liability remain unaltered.
- .32 An entity's intentions with respect to settlement of particular assets and liabilities may be influenced by its normal business practices, the requirements of the financial markets and other circumstances that

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may limit the ability to settle net or to settle simultaneously. When an entity has a right of set-off but does not intend to settle net or to realize the asset and settle the liability simultaneously, the effect of the right on the entity's credit risk exposure is disclosed in accordance with paragraph 3861.58.

Simultaneous settlement of two financial instruments may occur through, for example, the operation of a clearinghouse in an organized financial market or a face-to-face exchange. In these circumstances, the cash flows are, in effect, equivalent to a single net amount and there is no exposure to credit or liquidity risk. In other circumstances, an entity may settle two instruments by receiving and paying separate amounts, becoming exposed to credit risk for the full amount of the asset or liquidity risk for the full amount of the liability. Such risk exposures may be significant even though relatively brief. Accordingly, realization of a financial asset and settlement of a financial liability are considered simultaneous only when the transactions occur at the same moment. .33

The conditions in paragraph 3861.27 are generally not satisfied and offsetting is usually inappropriate when, for example: .34

- (a) several different financial instruments are used to emulate the features of a single financial instrument (i.e., a "synthetic instrument");
- (b) financial assets and financial liabilities arise from financial instruments having the same primary risk exposure (for example, assets and liabilities within a portfolio of forward contracts or other derivative instruments) but involve different counterparties;
- (c) financial or other assets are pledged as collateral for non-recourse financial liabilities;
- (d) financial assets are set aside in trust by a debtor for the purpose of discharging an obligation without those assets having been accepted by the creditor in settlement of the obligation (for example, a sinking fund arrangement); or
- (e) obligations incurred as a result of events giving rise to losses are expected to be recovered from a third party by virtue of a claim made under an insurance policy.

An entity that undertakes a number of financial instrument transactions with a single counterparty may enter into a "master netting arrangement" with that counterparty. Such an agreement provides for a single net settlement of all financial instruments covered by the agreement in the event of default on, or termination of, any one contract. These arrangements are commonly used by financial institutions to provide protection against loss in the event of bankruptcy or other events that result in a counterparty being unable to meet its obligations. A master netting arrangement commonly creates a right of set-off that becomes enforceable and affects the realization or settlement of individual financial assets and financial liabilities only following a .35

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specified event of default or in other circumstances not expected to arise in the normal course of business. A master netting arrangement does not provide a basis for offsetting unless both of the criteria in paragraph 3861.27 are satisfied. When financial assets and financial liabilities subject to a master netting arrangement are not offset, the effect of the arrangement on an entity's exposure to credit risk is disclosed in accordance with paragraph 3861.58.

DISCLOSURE

- 36 The purpose of the disclosures required by this Section is to provide information to enhance understanding of the significance of financial instruments to an entity's financial position, performance and cash flows, and to assist in assessing the amounts, timing and certainty of future cash flows associated with those instruments.
- 37 Transactions in financial instruments may result in an entity assuming or transferring to another party one or more of the financial risks described below. The required disclosures provide information that assists users of financial statements in assessing the extent of risk related to both recognized and unrecognized financial instruments.
- (a) Price risk — There are three types of price risk: currency risk, interest rate risk and market risk. Currency risk is the risk that the value of a financial instrument will fluctuate due to changes in foreign exchange rates. Interest rate risk is the risk that the value of a financial instrument will fluctuate due to changes in market interest rates. Market risk is the risk that the value of a financial instrument will fluctuate as a result of changes in market prices, whether those changes are caused by factors specific to the individual instrument or its issuer or factors affecting all instruments traded in the market.
 - (b) Credit risk — The risk that one party to a financial instrument will fail to discharge an obligation and cause the other party to incur a financial loss.
 - (c) Liquidity risk — Also referred to as funding risk, liquidity risk is the risk that an entity will encounter difficulty in raising funds to meet commitments associated with financial instruments. Liquidity risk may result from an inability to sell a financial asset quickly at close to its fair value.
 - (d) Cash flow risk — The risk that future cash flows associated with a monetary financial instrument will fluctuate in amount. In the case of a floating rate debt instrument, for example, such fluctuations result in a change in the effective interest rate of the financial instrument, usually without a corresponding change in its fair value.



Account Related Information and Administration Fees



Effective February 2, 2007. All fees subject to change.

Cheque/Payment Services
 Travellers Cheques
 Account Maintenance
 Searches/Notices
 Overdraft Protection
 Currency
 Foreign/International Wire Transfers and Services
 Collection Items
 Drafts
 Safety Deposit Boxes
 Retirement Savings Plan (RSP)
 Interac Email Money Transfer
 Our Hold Funds Policy

CHEQUE/PAYMENT SERVICES

Cheque Certification[†]

- Account Holder \$10.00
- Non Account Holder \$15.00

NSF items[†]

(cheques, pre-authorized payments, bill payments, TD Canada Trust loan payments, etc.)

- If returned \$37.50
- If paid \$5.00 plus overdraft interest charges

EasyWeb View Cheque Service^{†,1,2} \$1.50 per image

Stop Payment[†]

(cheque or pre-authorized payment)

- With complete details \$12.50
- Without complete details \$17.50

Writing a cheque on a non-chequing account \$4.00

Writing a foreign currency cheque on a Canadian or U.S. account[†] \$10.00

Using a non MICR-encoded cheque \$4.00

[†] Charged in the currency of account

¹ Free for Paperless Record Keeping or Private Banking customers.

² Applies to all Canadian chequing, savings and line of credit accounts with cheque writing option. For Private Banking clients with Rapid Recognition Chequing, U.S. account cheque images may not be available.



Top

TRAVELLERS CHEQUES**Purchase Travellers Cheques**

- Regular 1% commission
- Dual signature 1.75% commission

Cashing Travellers Cheques for non customers:

- American Express travellers cheques Free
- Any other travellers cheques \$3.00

Top

ACCOUNT MAINTENANCE

Paperless Record Keeping Free

Interim Statements

- In branch \$1.00
- Electronic Free

Passbook update Free

Account enquiry Free

Transfer of funds (via phone call to branch or mail/fax) \$1.00

Duplicate Statement \$2.00

Certificate of Balance/Audit Confirmation \$10.00

Close account within 90 days[†] \$15.00
(no charge if transferred to another TD Canada Trust account)

Account Balance transferred to another Financial Institution \$15.00

[†] Charged in the currency of account

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SEARCHES/NOTICES[†]**Search and photocopy an item**

- Processed within past 90 days \$5.00 per item
- Processed more than 90 days ago \$15.00 per item

Detailed recap of account transactions \$15.00/hr

Dormant, inactive and unclaimed account notices

• 2-year notice	\$20.00
• 5-year notice	\$30.00 (no charge if acknowledged within 60 days)
• 9-year remittance	\$35.00
Detailed Bill Payment Investigation	\$15.00/hr

† Charged in the currency of account

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OVERDRAFT PROTECTION†

Note: Our standard rate of interest for overdrafts not covered by Overdraft Protection is 21% per annum, plus a \$5.00 Presentment Fee for each overdraft transaction.

Monthly Option:

Overdraft Protection is available on Chequing and U.S. Dollar Accounts, subject to credit approval, up to your approved overdraft limit.

\$2.00 per month
(for all or part of the month, plus overdraft interest charge)

Pay-As-You-Go Option:

Available on all chequing accounts with the exception of U.S. Dollar Accounts and Private Banking Accounts, subject to credit approval, up to your approved overdraft limit.

A flat fee of \$5.00 per transaction to a maximum of \$5.00 per day will be charged if the end-of-day account balance is negative and an eligible transaction occurs within the approved overdraft protection limit.

† Charged in the currency of account

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CURRENCY

Foreign currency sale/purchase

• Per transaction (U.S. \$ exempt)	\$5.00
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FOREIGN/INTERNATIONAL WIRE TRANSFERS AND SERVICES

Outgoing Money Wire Transfers

Canadian, U.S. (fee in same currency)

Foreign (fee in Canadian equivalent)

• \$10,000 CDN or less	\$30.00
• \$10,000.01 to \$50,000	\$50.00
• Greater than \$50,000 CDN	\$80.00

(Foreign Bank charges may apply)

- To TD Canada Trust branches \$16.00

Incoming Money Wire Transfers

- Canadian/Foreign \$10.00
- U.S. \$10.00 (U.S.)

Wire Investigation fee for non-Bank error \$40.00/hour
(\$25.00 minimum charge)

Redemption of coupons/ bonds

- Canadian \$7.50
- Foreign (will be sent on collection) \$15.00

Returned Foreign Deposit \$15.00

Top**COLLECTION ITEMS**

Canadian dollar or U.S. dollar cheque sent for re-presentment within Canada \$30.00
(other Bank charges may apply)

Outgoing Cheque Collection[†] 0.20% of cheque amount
- Canadian dollar, U.S. dollar or Foreign currency cheque payable outside of Canada
Min \$30.00/
Max \$150.00
(other Bank charges and out-of-pocket expenses may apply)

[†] Charged in the currency of account**Top****DRAFTS^{* @ *}**

Any Canadian, U.S., Foreign/International Draft \$6.50

Request for refund or replacement of lost or stolen draft \$10.00

* Additional charge of \$10 for EasyLine requests mailed within Canada and \$24 for drafts mailed to locations outside of Canada.

@ In addition, Foreign Bank and communication charges may apply.

* Fee is charged in the currency of the payment source.

Top**SAFETY DEPOSIT BOXES**

Size [*]	Price ^{**}
• Small (1.0 - 9.0 sq. inches)	\$42.50
• Medium (9.1 - 17.5 sq. inches)	\$60.00

• Large (17.6 – 27.0 sq. inches)	\$90.00
• X-Large/Super Large (27.1 sq. inches and greater)	\$3.00/sq inch
Annual Billing Fee notice	\$5.00
Late payment fee	\$5.00

* Some sizes not available at some branches

** Plus GST, HST, QST as required by Federal and Provincial legislation

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RETIREMENT SAVINGS PLAN (RSP)

There are no set-up fees or annual fees for TD Canada Trust RSPs

Transfer/Withdrawal Fee

• For Plans open 180 days or less	\$100.00 per transfer/withdrawal
• For Plans open more than 180 days	\$50.00 per transfer/withdrawal

Transfer/Withdrawal Fee does not apply to transfers between investment options within the Plan or to another TD Bank Financial Group Registered Plan.

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Interac EMAIL MONEY TRANSFER

Send an *Interac* Email Money Transfer \$1.50 per transfer

Receive an *Interac* Email Money Transfer Free

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OUR HOLD FUNDS POLICY

When you deposit a cheque to your personal deposit account, either at a branch or through the Green Machine, you may not be able to access the full amount of the funds from that deposit immediately, if that deposit is subject to a "hold". Your access to those funds, or a portion of them, will be restricted. You will not be able to withdraw money from those funds being held, and we will not pay any of your cheques or pre-authorized debits from those funds until the end of the hold period.

Hold funds decisions will be different for each customer. We will take into account factors such as the length of time you have dealt with TD Canada Trust and the amount of funds already in your account. The decision will also vary depending on the institution on which the cheque has been drawn, as well as the amount and the issuer of the cheque.

When you enroll in a direct deposit program, no hold is placed on the money deposited because it is credited directly to your account.

Deposits subject to a hold will be held for the following number of business days:

	Minimum	Maximum
Cheques drawn on TD Canada Trust	3	6
Cheques drawn on another Canadian financial institution	5	7
Unknown or unencoded cheques	7	14
Cheques drawn on a U.S. institution*	15	30
Cheques drawn on other foreign financial institutions*	22	40

* These hold periods are estimates and apply where we have credited the funds to your account. We may extend such hold periods if payment for the cheque has not been received by us from the U.S. or foreign financial institution within that initial maximum hold period. Some cheques may be sent on "collection" - this means that the funds will be credited to your account only if and when the cheque clears.

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Collection item

From Wikipedia, the free encyclopedia

Collection item is a banking term for an item presented for deposit, such as a check, that cannot be credited to a depositor's account until payment has been received from the payor bank or from a government treasurer. This is in contrast to a "cash item".

Examples include:

- bad checks that are returned to a depositing bank,
- government issued warrants that are presented to a government treasurer for payment,
- a draft issued in one country and drawn on a bank in another country,
- an item that cannot be credited to a customer's account until a guarantee of funds is received from another bank.

See also

- Warrants

References

- Glossary of banking terms

Retrieved from "http://en.wikipedia.org/wiki/Collection_item"

Categories: Banking terms and equipment | United States bank stubs

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(Short Title of Proceedings)

KIRITHARAN VS TD CANADA TRUST

Court File No:

07 - CV - 341987PD 2

SUPERIOR COURT OF JUSTICE
CIVIL
393 University Ave - 10th Fl
Toronto ON M5G 1E6 .

Proceeding commenced at Toronto

AFFIDAVIT OF DOCUMENT 7 CIVIL

(Name, Address & Telephone Number of Party)

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