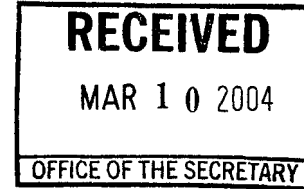


57-06-04

24942 Newton Place
Dearborn, MI 48124
March 3, 2004

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Mr. Jonathan G. Katz, Secretary
United States Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D.C. 20549



Dear Mr. Katz,

Thank you for your February 12th letter and invitation for my comments on the Mutual Fund Rule.

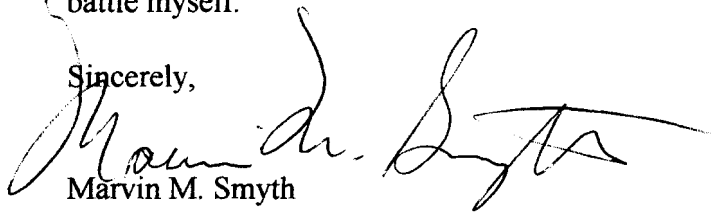
My comments are as follows:

1. You state that "These forms are designed to provide you with information at two points in time - either orally or in writing immediately before your broker places the order (which is also called the "point-of-sale") and in a written confirmation statement after the transaction occurs".
 - A. I think **all** information from the broker should be in writing. Oral information is not worth the paper it is written on and only leads to he said, she said disputes.
 - B. This written information should be given to the buyer **prior** to making the purchase decision otherwise what recourse is available to the buyer if the transaction is unsatisfactory to the buyer and it has already taken place?
2. Under section "C. Amount that your broker, AAA Introducing, Inc., will receive from the fund or its affiliates" add "or other sources". With the game playing that takes place you need to make sure any new scheme to make payoffs other than from the fund or its affiliates is required to be reported.
3. Under section C it states "Additional disclosures". I think this term is too vague. How about "other fees. commissions or forms of compensation received by the broker for the sale of these funds". Again, there are ways of game playing by paying a broker something other than what they call "revenue sharing", "sales fee" or "portfolio brokerage commissions"
4. Many brokers are not only commission type brokers but also charge their clients some sort of fee that is called financial planning fee or some similar term. Your form does not seem to show this type of fee system. I think that should also be included, so the client has total knowledge of all payments he/she are making and their identity.
5. I don't know if the SEC has jurisdiction, but my broker sold me a bill of goods in purchasing a limited partnership in ATEL and PLM, for which I am taking a beating. The worse thing about these is that they are almost impossible to sell and if you do, you get pennies on the dollars. If the SEC does have jurisdiction, I think they should be included in the brokers' declaration.
6. I think the broker should include a general statement of all his business activities, credentials, and organization.

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I hope you find my comments of some value. Unfortunately, my experiences and observations with most government agencies that are supposed to assist and/or protect the interests of the public is that they are of little or no assistance and usually respond by telling the individual to "hire a lawyer" and seek a remedy through the courts. That is what I was told with respect to my complaint. A lawyer is not interested in a contingency arrangement unless maybe it is big money, like six digits or more. Mine was not, so I could not take the chance with my limited funds to pay an attorney to fight the battle myself.

Sincerely,

A handwritten signature in black ink, appearing to read "Marvin M. Smyth". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Marvin M. Smyth