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No. 43609-4-II
COURT OF APPEALS
DIVISION II
OF THE STATE OF WASHINGTON

Amas Canzoni, a natural person
Tanana Canzoni, Estate of

Appellants

v.

TWIN STAR CREDIT UNION

Respondent

APPELLANTS' AMENDED OPENING BRIEF

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1 **I. INTRODUCTION**

2 This is an appeal from a complaint for Replevin/Monies due with an Order
3 of Judgment and Replevin. Defendants in Error /Appellants, Estate of
4 Tanana Canzoni, Amas Canzoni, hereinafter 'Canzoni(s)'; Plaintiff /
5 Respondent TWIN STAR CREDIT UNION, hereinafter 'Twin Star' with
6 alleged counsel N. Joseph Lynch II, hereinafter 'Counsel'.

7 The Trial Court has acknowledged the documents filed by the Canzonis
8 (*RP 2 May 25, p.3, lines 17, 18*). Counsel for Twin Star has acknowledged
9 the documents filed by the Canzonis (*RP 2, page 7, lines 18-20*).

10 The Appellant presumes that the Complaint to the Trial Court was stating
11 the cause of action of 'breach of contract' with its three essential elements
12 being the existence of an enforceable contract, alleged acts of the Canzonis
13 that constitute a breach of said contract, and alleged damages owed to
14 Twin Star resulting from the alleged breach. Based on one of the two
15 contracts there is the alleged additional cause of action of Replevin with its
16 elements.

17 This appeal is based on the following questions:

18 1) was there ever a contractual agreement between Twin Star and the
19 Canzonis (do the agreements fulfil all requirements of being a valid
20 contract)?

21 2) Is Twin Star entitled to any recovery of an alleged 'loan' - did it occur
22 any losses at all, as indicated by the alleged 'loan' application and
23 subsequent loan papers and the alleged credit card 'loan' application?

24 3) Has the alleged debt owed been actually discharged with the EFT
25 instruments submitted by the Canzonis?

1 The Order of Judgment and Replevin was based on the alleged facts that
2 there a) was an obligation by the Canzonis to 'repay' an alleged debt, b)
3 that alleged debt is equal to a loss occurred by Twin Star, and that c) the
4 documents filed by Counsel for Twin Star sufficiently prove these facts.
5 It is averred by the Appellant that genuine issues of material fact remain,
6 and this Court should reverse the order issued by the Trial Court, have
7 Twin Star return the property (car) and remand the case to the Trial Court
8 for Discovery and Jury Trial.

9

10 **II ASSIGNMENTS OF ERROR**

11 1 The Trial Court accepted Counsel for Twin Star to act as witness
12 for Twin Star.

13 Issues Pertaining to Assignment of Error

- 14 a. Did allowing Counsel for Twin Star to act as a witness
15 deprive the Canzonis of due process?
16 b. Statements of Counsel as witness are considered hearsay.

17 2 The trial court accepted hearsay as evidence in regards to the
18 alleged 'loans' issued to Canzonis (Twin Star's Ex A and Ex B).

19 Issues Pertaining to Assignment of Error

- 20 a. Do Exhibits A and B submitted by Twin Star (Complaint
21 for Replevin/monies due) support the claim that an alleged
22 loan has been issued by Twin Star to Canzonis?
23 b. Is the Statement of Diane Sokolik sufficient to support the
24 Complaint and its Exhibits, is she qualified to issue such
25 statement?

1 3 The Trial Court disregarded the possibility of the EFT instruments
2 being a lawful and legal means to discharge debt.

3 Issues Pertaining to Assignment of Error

- 4 a. Did the Trial Court err in not considering the possibility
5 that the EFT instruments as submitted are legitimate means
6 of discharging debt?
7 b. Given that an EFT instrument will discharge debt, did the
8 Trial Court err to order judgment in favor of Twin Star
9 rather than allowing Discovery to take place?
10 c. Does this indicate a bias of the Trial Court?
11 d. Is Tami Clark qualified to issue a statement, obviously not
12 knowing what an EFT instrument to discharge debt is all
13 about?

14 4. The Trial Court may have disregarded lacking compliance by Twin
15 Star with the essential elements of a contractual agreement, which
16 are competent parties, subject matter, a legal consideration,
17 mutuality of agreement, and mutuality of obligation
18 (cited from Black's Law Dictionary, see p. 22).

19 Issues Pertaining to Assignment of Error

- 20 a. Does the lack of a signature in the agreements representing
21 Twin Star as an equal party establish that there either is no
22 obligation to Twin Star to recognize the mutuality of
23 agreement and obligation, or, that the Note becomes an
24 valuable asset to Twin Star, or, that the parties to the
25 contract are not equal in rights and obligations?

1 b. A lack of consideration does void a contract. Why was the
2 nature or lack of consideration not an issue for the Trial
3 Court in regards to either agreement?

4 5. Twin Star requires lawful currency, respective legal tender as ‘re-
5 payment’ of the alleged loan, but did itself not render lawful
6 consideration as a requirement for a valid contract.

7 Issues Pertaining to Assignment of Error

8 a. Did Twin Star actually ‘loan’ any of its money, assets and
9 thus occur a loss that is replaced over time by the monthly
10 installments?

11 b. Did Twin Star knowingly or inadvertently disregard the
12 obligation of issuing its money, and not credit, to fund the
13 accounts that allegedly were/are disbursing the loans issued
14 by Twin Star?

15 c. Did Twin Star eschew issuing its own funds (money)
16 contrary to the agreements and thereby did not only default
17 on the agreements signed by the Canzonis, but also
18 received monthly payments under false pretenses?

19 6. Although genuine issues of facts were remaining unanswered,
20 the Trial Court proceeded to issue Twin Star’s Order of Judgment.

21 Issues Pertaining to Assignment of Error

22 a. Did the Trial Court deny due process to the Canzonis?

23 b. Did the Trial Court show bias against the Canzonis?

24 c. Should the judgment order issued be reversed and a day in
25 court be given to the Canzonis?

1 d. Does Twin Star's Complaint fulfil all requirements to stand
2 in Trial Court?
3

4 **III STATEMENT OF THE CASE**

5 **A. Factual Background**

6 Credit Card Agreement

7 In December of 2006 the Canzonis autographed a VISA Credit/check card
8 agreement issued and formulated through Twin Star Credit Union
9 allegedly as per Exhibit A in Twin Star's Complaint. (*Ex A; CP 13-20*)

10 The agreement lists both, credit cards and check cards under the same
11 agreement. It establishes on page 1, in the first paragraph, that Twin Star
12 Credit Union is the 'lender' and the Canzonis are the 'borrower'. It also
13 talks about Electronic Funds Transfers as 'electronically initiated transfers
14 of *money* through automated teller machines (ATMs)' (..) and check
15 purchases involving your (Canzonis) deposit accounts at the Credit
16 Union.' (Twin Star) (*Ex A; CP 13-20*)

17 Definitions:

18 The terms "**Money**" and "**Tender**" had their origins in Article 1, Sec. 8 and
19 Article 1, Sec. 10 of the *Constitution of the United States.*

20 12 U.S.C. §152 refers to "gold and silver coin as lawful money of the United
21 States" (repealed).

22 The term "**legal tender**" was originally cited in 31 U.S.C.A. §392 and is now
23 re-codified in 31 U.S.C.A. §5103 which states: "United States coins and
24 currency .. are legal tender for all debts, public charges, taxes, and dues."

25 The common denominator in both "lawful money" and "legal tender money"
is that the United States Government issues both.

26 The term "**checkbook money**" is described in the book "*I Bet You Thought*",
27 published by Federal Reserve Bank of New York, as follows: "**Commercial**
28 **banks** create checkbook money whenever they grant a loan, simply by
29 adding deposit dollars to accounts on their books to exchange for the
30 borrowers IOU..". And on page 5: "**Money** is any generally accepted
31 medium of exchange, not simply coin and currency. Money *doesn't* have to
32 be intrinsically valuable, *be issued by a government* or be in any special
33 form." (Emphasis added)

1 As per *Modern Money Mechanics*, published by Federal Reserve Bank of
2 Chicago, p.3: “**Transaction deposits** are the modern counterpart of bank
3 notes. It was a small step from printing notes to making book entries
4 crediting deposits of borrowers, which the borrowers in turn could “spend”
5 by writing checks, thereby “printing” their own money.” And: “What
6 Makes Money Valuable? In the United States neither paper currency nor
7 deposits have value as commodities. *Intrinsically, a dollar bill is just a
8 piece of paper, deposits merely book entries.*” (Emphasis added)
9 **Money**, as per *Black’s Law Dictionary*, 9th edition: “The medium of
10 exchange authorized or adopted by a government as part of its currency;
11 esp. domestic currency ‘coins and currency are money’”.
12 UCC§1-201: “(24) ‘**Money**’ means a medium of exchange authorized or
13 adopted by a domestic or foreign government and includes a monetary unit
14 of account established by an intergovernmental organization or by
15 agreement between two or more nations.
16 Black’s Law Dictionary, 5th edition: “**Lender**. He from whom a thing or
17 money is borrowed.’ ‘Lending or loaning money or credit. Transactions
18 creating customary relation of borrower and lender, in which money is
19 borrowed for fixed time on borrower’s promise to repay amount borrowed
20 at stated time in future with interest at fixed rate.” “**Borrower**. He to
21 whom a thing or money is lent at his request.” “**Loan**. A lending. Delivery
22 by one party to and receipt by another party of sum of money upon
23 agreement, express or implied, to repay it with or without interest.”

24 Disclosure statement and agreement

25 In November 2008 the Canzonis autographed a ‘Disclosure Statement and
26 Agreement’, issued by Twin Star Credit Union (*Ex B, CP 20-21*). On page
27 two of said document under A, it states “‘I’ (Canzonis) pay to ‘you’ (Twin
28 Star), ‘all monies **loaned** to me’ *under this note..*”

29 This document does not reflect the original agreement as autographed with
30 the ‘Creditor-Seller’ BRUCE TITUS AUTOMOTIVE GROUP as listed in
31 the Affidavit of Secured Financial Interest in Tangible Property. (*Ex2, CP
32 54-57*).

33 Stop payment action

34 At some point in the year 2011, after learning how banks function and that
35 they are not to lend any credit, but only money or assets, the Canzonis
36 stopped payments to Twin Star.

1 “A bank may not lend its credit to another even though such a transaction
2 turns out to have been of benefit to the bank, and in support of this a list of
3 cases might be cited, which-would *look like a catalog of ships*.” (Emphasis
4 added) Norton Grocery Co. v. Peoples Nat. Bank, 144 SE 505. 151 Va 195
5 (1928).

6 “It has been settled beyond controversy that a national bank, under federal
7 Law being limited in its powers and capacity, cannot lend its credit by
8 guaranteeing the debts of another. All such contracts entered into by its
9 officers are ultra vires..” Howard & Foster Co. v. Citizens Nat’l Bank of
10 Union, 133 SC 202, 130 SE 759 (1926).

11 “Neither, as included in its powers not incidental to them, is it a part of a
12 bank's business to lend its credit. If a bank could lend its credit as well as
13 its money, it might, if it received compensation and was careful to put its
14 name only to solid paper, make a great deal more than any lawful interest
15 on its money would amount to. If not careful, the power would be the
16 mother of panics, .. Indeed, lending credit is the exact opposite of lending
17 money, which is the real business of a bank, for while the latter creates a
18 liability in favor of the bank, the former gives rise to a liability of the bank
19 to another. *I Morse. Banks and Banking* 5th Ed. Sec 65; *Magee, Banks and
20 Banking*, 3rd Ed. Sec 248.” American Express Co. v. Citizens State Bank,
21 194 NW 429 (1923).

22 “A bank can lend its money, but not its credit.” First Nat’l Bank of
23 Tallapoosa v. Monroe . 135 Ga 614, 69 SE 1124, 32 LRA (NS) 550 (1911)

24 “A bank is not the holder in due course upon merely crediting the deposi-
25 tors account.” Bankers Trust v. Nagler, 229 NYS 2d 142, 143 (1965).

“A check is merely an order on a bank to pay money.” Young v. Hembree,
73 P2d 393 (1937).

15 B. Procedural Background

16 [also see Bill in Equity CP 79-204]

17 Before and after stopping payments on both, alleged credit card and
18 alleged car loan, the Canzonis attempted to regain title to the vehicle Twin
19 Star alleges owning legal title to (*Bill in Equity, Ex c, CP p.93-115; Ex d,*
20 *CP p. 116-121; Ex e, CP,p. 121*,). The Canzonis also attempted to notify
21 the Treasury of the United States and Federal Reserve Bank of their status
22 of ‘majority’ indicating independence from administrative limitations of
23 artificial persons, by also claiming their birth certificates into the private
24 (*Bill in Equity, Ex g1/ g2 CP p. 123-144/145-164*).

25 Note: Birth certificates are security instruments, Notes, creating assets and
liabilities similarly to the Notes here in dispute. What was submitted to the

1 Treasury of the united States of America has not been returned nor
2 dishonored, which indicates acceptance, similar to the EFT instruments
(see below).

3 Other recorded documents filed May 9, 2012, as attachments: Ex. 1,
4 affidavit of status (*CP p.51-53*); Ex. 2, affidavit of secured interest in
5 tangible property (*CP p.54-57*); Ex. 3, EFT instrument affidavit, with
6 additional documents (*CP p.58-73*); Ex 5, Certificate of acknowledgment
7 of vehicle title app/registration (*CP p. 74-78*)

8 Amendment 4 to the Constitution of the united States of America: “The
9 right of the people to be secure in their persons, houses, papers, and
effects, against unreasonable searches and seizures, shall not be violated,”
10 Amendment 5 to the Constitution of the united States of America: “No
person shall .. be deprived of life, liberty, or property, without due process
of law”.

11 Amendment 7 to the Constitution of the united States of America: “In suits
12 at common law, where the value in controversy shall exceed twenty
dollars, the right of trial by jury shall be preserved, and no fact tried by a
13 jury shall be otherwise reexamined in any Court of the United States, than
according to the rules of the common law.”

14 Amendment 14 to the Constitution of the united States of America,
Section 1: “All persons born or naturalized in the United States and
15 subject to the jurisdiction thereof, are citizens of the United States and of
the State wherein they reside. No State shall make or enforce any law
16 which shall abridge the privileges or immunities of citizens of the United
States; nor shall any State deprive any person of life, liberty, or property,
17 without due process of law; nor deny to any person within its jurisdiction
the equal protection of the laws.”

18 The later attempt of discharging the debt via Electronic Funds Transfer
19 Instruments (EFT) failed due to Twin Star’s refusal to accept the
20 instruments, albeit according to statutes ‘refusal is discharge’.

21 UCC 3-603(b): “If tender of payment of an obligation to pay an instrument
22 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
23 obligation of an indorser or accommodation party having a right of
recourse with respect to the obligation to which the tender relates.”

24 In the process of moving assets into the private, Twin Star Credit Union
25 was made Trustee with specific limited tasks to perform in their fiduciary

1 duties, an assignment by the Canzonis, of the People, to which there was
2 no response. (See **CP p. 97,99,105, 111**)

3 In March of 2012 the Court Case at issue was filed by Counsel for Twin
4 Star with the Superior Court of Washington State for Thurston County.
5 Amas Canzoni appeared in the Hearings of April 13 and May 25, 2012, by
6 special appearance, sui juris, reserving all his rights and neither accepting
7 benefits nor privileges. The choice of not appearing in court does factually
8 not exist (default judgment). (*RP2, May 15, 2012*)

9
10 **IV SUMMARY OF ARGUMENT**

11 The appellant has endeavored to structure the argument according to the
12 Assignments of Error, but overlapping of arguments within subsections
13 was not avoidable due to the complexity of the issues and Appellant's
14 inexperience in formulating briefs.

15 1 The main topic in the argument is 'did Twin Star operate within
16 the contractual agreements as the alleged 'lender' of 'funds'?

17 2 As the Argument shows, there are multiple areas questioned,
18 foremost in regards to the contract: was there lawful consideration? if the
19 source of the loan is not disclosed, abuse of the agreement is encouraged,
20 particularly with the specific structure of Federal Reserve Banking, created
21 through the Federal Reserve Act, further cemented through HJR 192.

22 3 In general, legal tender is backed with the 'full faith and credit' of
23 the People (their work force, possessions) through and by the government.
24 The Federal Reserve Act through the Federal Reserve Banks and HJR 192
25 introduced fractional banking where the banks, while accruing people's

1 assets, as documented by bookkeeping according to GAAP and the
2 matching principle, can offset these assets with liabilities which then will
3 be ‘funding loans’, but will also allow the banks to create money out of
4 nothing (the true meaning of fractional banking according to publications
5 by the Federal Reserve Banks).

6 4 According to GAAP (Generally Accepted Accounting Principles)
7 and its ‘matching principle’ banks are offsetting assets with liabilities.
8 Then liabilities, created by and backed by the assets are funding
9 checkbook money loans to (other) bank customers and in return create
10 monthly payments of legal tender to the bank.

11 5 Did Twin Star Credit Union issue its own funds (money)? No.
12 Was there injury to Twin Star when the Canzonis stopped payments? No.
13 Was there actually a loan *by Twin Star, of its money*? No. Was there a
14 ‘loan’ funded *by assets and through liabilities* (matching principle) created
15 by these assets? Yes. Is it contractually ‘legal’ to issue credit (checkbook
16 money) and in return demand money (legal tender), but not allow the other
17 party do the same? No. Was Twin Star originating ‘loans’ as per the
18 agreements in the Notes? No. Will bookkeeping records (according to
19 GAAP and the matching principle) show beyond any doubt whether or not
20 the above questions were answered correctly? Yes.

21 **V ARGUMENT**

22 **A. Counsel is acting as witness for Twin Star**

23 According to Trinsey v. Pagliaro D.C.Pa. 1964, 229 F. Supp. 647 “An
24 attorney for the plaintiff cannot admit evidence into the court. He is either
25 an attorney or a witness,” and, “statements of counsel in brief or in
argument are not facts before the court.” And “Statements of counsel in
brief are not sufficient for motion to dismiss or for summary judgment,”

1 The sworn statement entered into the Trial Court by Diane Sokulik (see
2 *CP, p.11*) does not mention any facts, and she is merely claiming to be the
3 Account Solutions Manager for Twin Star in the ‘above-entitled action’
4 authorized to verify the Complaint. The Statement of Tami Clark, claiming
5 to be an Account Solution Officer with Twin Star is entirely in regards to
6 the EFT instrument issued by Canzoni (see *CP, p255-259*). This statement
7 has been rebutted by Canzoni (*CP p.230-243*).
8 Counsel claims to ‘understand what Mr. Canzoni’s position is’ (*RP 2, p. 7,*
9 *20-21*). (See further *CP 2, p. 7-9*).

10 **B. Exhibit A and B as submitted by Twin Star constitute**
11 **hearsay and cannot be accepted as fact or confirmation**
12 **for loans issued by Twin Star**

13 (*Ex A; CP p.13-19*) (*Ex B, CP p.20-21*)

14 Could it be that there was not full disclosure of the “true nature” of the
15 transaction as it actually occurred? A contractual agreement is based on
16 full disclosure: “competent parties, subject matter, a legal consideration,
17 mutuality of agreement, and mutuality of obligation (Black’s Law
18 Dictionary).

19 Black’s Law Dictionary, 5th edition: Agreement. (..) “The consent of two
20 or more persons concurring respecting the transmission of some property,
right, or benefits, with the view of contracting an obligation, a *mutual*
obligation.”

21 **Consideration:** The inducement to a contract. The cause, motive, price, or
impelling influence which induces a contracting party to enter into a
22 contract. *The reason or material cause of a contract.*”

23 **Concealment:** “To conceal. A withholding of something which one knows
and which one, in duty, is bound to reveal.”

24 **Promissory note:** “A signed paper promising to pay another a certain sum
of money.” (Emphases added)

1 Based on above definitions it can be concluded that the documents in
2 question were a) (mutual) agreements or contracts, and the signatures
3 made the autographed page into a *promissory note from one party to the*
4 *other*. In order for a contract to be legally enforceable, there must be a
5 consideration by the other party to illustrate willingness to enforce the
6 agreement/contract. Since the cause of action in the Trial Court is that of a
7 breach of contract, henceforth the term contract is used.

8 Definition of '**consideration**' is per online dictionary www.duhaime.org:
9 "It is a fundamental principle of contract law that in order to create a
10 binding contract which the law will recognize and enforce, there must be
11 an exchange of consideration between the parties." "Consideration is
12 simply something of value received by a promisor from a promisee." "It
13 can take the form of a right, interest or benefit accruing to one party, or
14 some forbearance, detriment, loss, or responsibility, given, suffered or
15 undertaken by the other." "*If there is no consideration there is no*
16 *contract; and if there is no contract, there is nothing upon or from which*
17 *to found or create liability..*" "The act or promise of one party is, as it
18 were, 'bought' or 'bargained for' by the act or promise of the other; *each*
19 *party exchanges something of value. To create an enforceable contract*
20 *there must be ... 'reciprocal undertakings'. So, if one party is neither*
21 *giving anything, nor is promising to do or give anything, there is no*
22 *consideration for the other party's act or promise."*

23 UCC § 2-609. RIGHT TO ADEQUATE ASSURANCE OF PERFOR-
24 MANCE. (1) A contract for sale imposes an obligation on each party that
25 the other's expectation of receiving due performance will not be impaired.
When reasonable grounds for insecurity arise with respect to the perfor-
mance of either party the other may in writing demand adequate assurance
of due performance and until he receives such assurance may if commer-
cially reasonable suspend any performance for which he has not already
received the agreed return.

UCC § 3-305. DEFENSES AND CLAIMS IN RECOUPMENT. (a)
Except as stated in subsection (b), the right to enforce the obligation of a
party to pay an instrument is subject to the following: (1) a defense of the
obligor based on (i) infancy of the obligor to the extent it is a defense to a
simple contract, (ii) duress, lack of legal capacity, or illegality of the
transaction which, under other law, nullifies the obligation of the obligor,
(iii) fraud that induced the obligor to sign the instrument with neither
knowledge nor reasonable opportunity to learn of its character or its
essential terms, or (iv) discharge of the obligor in insolvency proceedings;

1 Twin Star claims that it 'loaned' money to the Canzonis, but were is the
2 consideration, and, who did the 'loaning'?

3 See American Express Co. v. Citizens State Bank, 194 NW 429 (1923)
4 (quoted on page 7). "A bank can lend its money, but not its credit." First
5 Nat'l Bank of Tallapoosa v. Monroe . 135 Ga 614, 69 SE 1124, 32 LRA
6 (NS) 550 (1911). "A bank is not the holder in due course upon merely
7 crediting the depositors account." Bankers Trust v. Nagler, 229 NYS 2d
8 142, 143 (1965).
9 "A check is merely an order on a bank to pay money." Young v. Hembree,
10 73 P2d 393 (1937).
11 "... the bank is allowed to hold money upon personal security; but it must
12 be money that it loans, not its credit." Seligman v. Charlottesville Nat.
13 Bank, 3 Hughes 647, Fed Case No.12, 642, 1039 (1879).
14 "A loan may be defined as the delivery by one party to, and the receipt by
15 another party of, a sum of money upon an agreement, express or implied,
16 to repay the sum with or without interest." Parsons v. Fox 179 Ga 605, 176
17 SE 644. Also see Kirkland v. Bailey, 155 SE 2d 701(1967) and United
18 States v. Neifert White Co., 247 Fed Supp 878, 879 (1968).

11 Twin Star has not disclosed any bookkeeping entries to support its claims.

12 The Supreme Court of Hawaii; Pacific Concrete Federal Credit Union v.
13 Andrew J. S. Kauanoe, 62 Haw. 334 July 1980 says that the bank must
14 give the bookkeeping entries with an affidavit, or the bank's evidence is
15 hearsay evidence. One cannot enter hearsay evidence into the court.

15 According to Matter of Staff Mort. & Inv. Corp., 550 F.2d 1228 (9th Cir.
16 1977): "Under the Uniform Commercial Code the only notice sufficient to
17 inform all interested parties that a security interest in instruments has been
18 perfected is actual possession by the secured party, his agent or bailee."
19 "Any false representation of material facts made with knowledge of falsity
20 and with intent that it shall be acted on by another in entering into
21 contract, and which is so acted upon, constitutes 'fraud,' and entitles party
22 deceived to avoid contract or recover damages." Barnsdall Refining Corn.
23 v. Bimam Wood Oil Co. 92 F 26 817 (1937).

20 In order to understand the banking process related to the alleged loans by

21 Twin Star, again the Federal Reserve Bank Chicago is quoted with its

22 Publication Modern Money Mechanics:

23 (page 3, second paragraph second column:) "The actual process of money
24 creation takes place primarily in banks. As noted earlier, checkable
25 liabilities of banks are money. *These liabilities are customers' accounts.*

25

1 They increase when customers deposit currency and checks and when the
2 proceeds of loans made by the banks are credited to borrowers' accounts."
3 (Page 3, last paragraph:) *Transaction deposits are the modern counterpart*
4 *of bank notes.* It was a small step from printing notes to making book
5 entries crediting deposits of borrowers, which the borrowers in turn could
6 'spend' by writing checks, thereby 'printing' their own money." (And the
7 footnote on the same page:) "In order to describe the money-creation
8 process as simply as possible, *the term 'Bank' used in this booklet should*
9 *be understood to encompass all depository institutions.* Since the
10 Depository Institutions Deregulation and Monetary Control Act of 1980,
11 all depository institutions have been permitted to offer interest-bearing
12 transaction accounts to certain customers. .. *Thus all such institutions, not*
13 *just commercial banks, have the potential for creating money.*" (Emphasis
14 added)

15 As per Generally Accepted Accounting Principles (GAAP), which all
16 banking institutions are obliged to uphold, the matching principle applies.

17 **GAAP Matching Principle:** Definition by eHow .com "In order to
18 comply with the generally accepted accounting principles (GAAP),
19 *companies must determine the exact time when revenue and expenses*
20 *occur.* This is the basis of the GAAP Matching Principle, which
21 recognizes exactly when the revenue and expenses are incurred and allows
22 companies to gain an accurate analysis of current accounts at any point
23 during the accounting period. *The principle is part of the accrual basis of*
24 *accounting.*"

25 Affidavit of Walker F. Todd Case No. 03-047448-CZ State of Michigan,
Circuit Court for the County of Oakland (2003) **about GAAP:** "Banks are
required to adhere to Generally Accepted Accounting Principles (GAAP).
GAAP follows an accounting convention that lies at the heart of the
double-entry bookkeeping system called the Matching Principle. This
principle works as follows: When a bank accepts bullion, coin, currency,
checks, drafts, *promissory notes*, or any other similar instruments *from*
customers and deposits or records the instruments as assets, it must record
offsetting liabilities that match the assets that it accepted from customers.
In a fractional reserve banking system like the United States banking
system, most of the funds advanced to borrowers (assets of the banks) are
created by the banks themselves and are not merely transferred from one
set of depositors to another set of borrowers. (..) ..there are two types of
money: *money of exchange and money of account.* (..) ..in a fractional
reserve banking system, a comparatively small amount of money of
exchange (e.g., gold, silver, and official currency notes) may support a
vastly larger quantity of business transactions denominated in money of
account. *The sum of these transactions is the sum of credit extensions in*
the economy. With the exception of customary stores of value like gold
and silver, the monetary base of the economy largely consists of *credit*
instruments." (Emphasis added)

1 And “The most common form of legal tender today is Federal Reserve
2 notes, which by law cannot be redeemed for gold since 1934, or, since
3 1964, for silver.”
4 31 USC §5103: “United States coins and currency (including Federal
5 reserve notes and circulating notes of Federal reserve banks and national
6 banks) are legal tender for all debts, public charges, taxes, and dues.
7 Foreign gold or silver coins are not legal tender for debts.”
8
9 The question to be answered is, where did the alleged loan really come
10 from: Was it Twin Star’s asset, or was it the deposit of the ‘Note’, a
11 security instrument, an asset loaned to Twin Star by the Canzonis, then
12 offset by a liability according to GAAP matching principle in the exact
13 amount of the notes, thus creating an account from which the funds have
14 been distributed. In the case of the credit card, to an account funded with
15 the initial amount as stated on the card agreement (Ex A; *CP 13-20*); then
16 adjusted as by usage of the card (check money issued in the transactions
17 and repaid in legal tender again creating assets to the bank, that can be
18 offset with liabilities, using for loans to other bank customers).
19 In the case of the alleged car loan, which was initially issued a year prior
20 to documents submitted then and not as (Ex B, *CP p20-21*): The submitted
21 Exhibit B thus must be considered a Promissory Note creating the asset
22 loaned to the bank, then creating a liability - **what liability?** The asset
23 (car), plus the asset (agreement and Note) was already issued to Twin Star
24 a year earlier, whereby creating two identical liabilities for both assets, the
25 (Note-) liability issued as check money to Bruce Titus Automotive Group.
The (car-) liability, - did the Canzonis receive the value of the original
Note (Installment sale contract of \$??)? No, but - they did receive the car
instead. Net zero transaction for Twin Star Credit Union. While

1 having the car, the Canzonis were made to believe that the car was actually
2 received by the loan 'by' and not 'through' Twin Star, and now they were
3 paying back said alleged loan via monthly payments plus interest in legal
4 tender. In reality, each monthly payment (money) was 100% capital gains
5 to the bank, principal and interest combined. [Did Twin Star pay the
6 capital gains tax to the IRS during that time?]

7 "Fraud in the inducement" consists of inducing one by some fraudulent
8 representation or pretense to execute very contract intended to be
9 executed, and agreement based on that inducement is voidable if
10 misrepresentation is either fraudulent or material, misrepresentation
11 induced recipient to make that agreement, and recipient was justified in
12 relying on that misrepresentation. / If elements of defense of fraud in the
13 execution are met, contract in question is void ab initio rather than merely
14 voidable. Colorado Plasterers' Pension Fund v. Plasterers' Unlimited, Inc.,
15 655 F. Supp. 1184 (D. Colo. 1987)

16 "There is no lawful consideration for these Federal Reserve Notes to
17 circulate as money. The banks actually obtained these notes for the cost of
18 printing. A lawful consideration must exist for a Note. As a matter of fact,
19 the 'Notes' are not Notes at all, as they contain no 'promise to pay'" (See
20 17 American Jurist, Section 85, 215).

21 The Appellant is aware that the original contract/agreement for the infiniti
22 G35 has not been submitted into Trial court by Twin Star or the Canzonis.
23 It is mentioned (see Bill in Equity, **CP p.80**) here as example to illustrate
24 the matching principle of GAAP and to support the facts the Canzonis
25 uncovered prior to stopping the monthly payments.

26 Ex B (**CP, p. 20-21**) is a refinance document based on the above
27 mentioned assets, whereby creating a new asset, offset by a liability. As we
28 have seen, prior assets and liabilities were offset in the first instance, thus
29 this second Note produced a new asset (money) offset by a new liability
30 (account money that can be 'loaned').

31 Note: According to Modern Money Mechanics, the asset's offsetting

1 liability could get issued as a 'loan' to somebody else, funding another
2 account with check-money and creating monthly payments in return..
3 Must this be considered as Twin Star lending its credit? The account is
4 backed by the asset (Note) which is actually loaned to Twin Star albeit
5 without the knowledge of the 'lender in truth', thus backing the liability.
6 It is *not the bank's money* to be loaned as the Canzonis were made to
7 believe per the contracts. Therefore there is also no consideration for the
8 second contract/Note given, since the money loaned does not belong to the
9 bank, ab initio.

(See Ex.B, **CP p. 20**): On said second Note it says, in capital letters, just
above the autographs, here quoted in higher/lower case with emphasis
added: "*It is important that you [Canzonis] thoroughly read this **contract***
11 *before **you sign** it. By signing below, **I [Canzonis] agree to **make** and be***
12 *bound by the terms of **this Note and Security Agreement** as they appear*
13 *(on page 2)"*

9 Since the newly created note only created an asset to the bank, but no new
10 liability to the Canzonis, it must be presumed until proven otherwise by
11 bookkeeping records of Twin Star according to GAAP, that the new
12 liability was used to fund other alleged 'loans'.

13 Note: Accounting principle **representational faithfulness** means, GAAP
14 (Generally Accepted Accounting Principles) requires that the economic
15 substance proves what event occurred regardless of what the legal forms
16 said. See the book, 1997 Miller GAAS Guide by Larry P. Bailey (p. 3.05).
17 This book is used for CPA continuing education requirements of license
18 renewal. The accountant recorded the economic event as a loan from the
19 alleged borrower to the bank and the value returned as a loan back to the
20 same alleged borrower. This was an exchange or deposit and a fee was
21 charged as if there was a loan. The legal form only discussed the loan from
22 the bank to the alleged borrower. GAAP (Generally Accepted Accounting
23 Principles) requires the written agreement show the authorization,
24 permission and knowledge to record the bookkeeping entries of a loan
25 from the borrower to the bank. There was no knowledge so there is no
authorization or permission. Without written permission or knowledge the
auditor and banker failed in the accounting principle of representational
faithfulness.

21 The bank not only is to return the car to the Canzonis as its rightful legal
22 and lawful owners, Twin Star is also to return the second Note's nominal
23 asset and - if not all revenue created with it, then at least - all the new
24

1 monthly payments to pay off an alleged principal with interest. And, of
2 course these newly adjusted monthly payments the Canzonis paid, were
3 again 100% capital gains to Twin Star.

4 Modern Money Mechanics, page 3: "Changes in the quantity of money
5 may originate with actions of the Federal Reserve System (the central
6 bank), depository institutions (principally commercial banks), or the
7 public. The major control, however, rests with the central bank."

8 "If any part of the consideration for a promise be illegal, or if there are
9 several considerations for an unseverable promise one of which is illegal,
10 the promise, whether written or oral, is wholly void, as it is impossible to
11 say what part or which one of the considerations induced the promise."
12 Menominee River Co. v. Augustus Spies L & C Co., 147 Wis 559-572;
13 132 NW 1122 (1911).

14 "It is not necessary for rescission of a contract that the party making the
15 misrepresentation should have known that it was false, but recovery is
16 allowed even though misrepresentation is innocently made, because it
17 would be unjust to allow one who made false representations, even
18 innocently, to retain the fruits of a bargain induced by such
19 representations." Whipp v. Iverson, 43 Wis 2d 166 (1969).

20 "... the bank is allowed to hold money upon personal security; but it must
21 be money that it loans, not its credit." Seligman v. Charlottesville Nat.
22 Bank, 3 Hughes 647, Fed Case No.12, 642, 1039 (1879).

23 Black's Law Dictionary, 5th edition: **Credit**. The ability of a business or
24 person to borrow money, or obtain goods on time, in consequence of the
25 favorable opinion held by the particular lender as to solvency and
reliability. .. In accounting, as a noun, an entry on the right-hand side of an
account. As a verb, to make an entry on the right-hand side of an account.
Records increases in liabilities, owner's equity, and revenues; and
decreases in assets and expenses.

While Twin Star may claim not to be a commercial bank (Credit Union
Status), it nevertheless is bound to GAAP, matching principle, and all the
general rules and bylaws for banking organizations, and thus it and its
employees and/or management and affiliates are liable for its actions.

UCC § 2-302. Unconscionable contract or Clause.

(1) If the court as a matter of law finds the contract or any clause of the
contract to have been unconscionable at the time it was made the court

1 may refuse to enforce the contract, or it may enforce the remainder of the
2 contract without the unconscionable clause, or it may so limit the
3 application of any unconscionable clause as to avoid any unconscionable
4 result.

5 (2) When it is claimed or appears to the court that the contract or any
6 clause thereof may be unconscionable the parties shall be afforded a
7 reasonable opportunity to present evidence as to its commercial setting,
8 purpose and effect to aid the court in making the determination.

9 “. . . cheques, drafts, money orders, and bank notes are not lawful money
10 of the United States ...” State v. Neilon, 73 Pac 324, 43 Ore 168 (1903).

11 It now appears that the Canzonis were the true lenders, and Twin Star was
12 the true borrower, only it was never disclosed as such.

13 "A loan may be defined as the *delivery by one party* to, and the *receipt by*
14 *another party* of, a *sum of money upon an agreement*, express or implied,
15 to repay the sum with or without interest." Parsons v. Fox 179 Ga 605, 176
16 SE 644 (1934). Also see Kirkland v. Bailey, 155 SE 2d 701 (1967) and
17 United States v. Neifert White Co., 247 Fed Supp 878, 879 (1968).

18 A lawful consideration must exist and be tendered to support the note.
19 Anheuser Busch Brewing Co. v. Emma Mason, 44 Minn. 318. 46 NW 558
20 (1890).

21 In Fina Supply, Inc. v. Abilene Nat. Bank, 726 S.W.2d 537, 1987 it says
22 "Party having superior knowledge who takes advantage of another's
23 ignorance of the law to deceive him by studied concealment or
24 misrepresentation can be held responsible for that conduct."

25

**C The Trial Court disregarded the possibility of the EFT
instruments being lawful and legal means to discharge
debt.**

With the installment of the Federal Reserve Act 1913, and granting it the
legal authority to issue Federal Reserve Notes, HJR192, House Joint
Resolution Act in 1933 abrogated the gold standard thereby creating a
continuous bankruptcy of the American Government, backing the currency

1 with the 'good faith and credit' of the People.

2 HJR 192, June 5, 1933: "(a) every provision contained in or made with
3 respect to any obligation which purports to give the obligee a right to
4 require payments in gold or a particular kind of coin or currency, or in an
5 amount in money of the United States measured thereby, is declared to be
6 *against public policy*; and no such provision shall be contained in or made
7 with respect to any obligation hereafter incurred. Every obligation,
8 heretofore or hereafter incurred, whether or not any such provision is
9 contained therein or made with respect thereto, *shall be discharged upon
10 payment, dollar for dollar, in any coin or currency which at time of
11 payment is legal tender for public and private debts*. Any such provision
12 contained in any law authorizing obligations to be issued by or under
13 authority of the United States, is hereby repealed, but the repeal of any
14 such provision shall not invalidate any other provision or authority
15 contained in such law." (Emphasis added)

16 Congressman Louis T. McFadden, Chairman of the House Banking and
17 Currency Committee, addressed the House on June 10, 1932: "We have in
18 this country one of the most corrupt institutions the world has ever known.
19 I refer to the Federal Reserve Board and the Federal Reserve Banks. Some
20 people think the Federal Reserve Banks are U.S. government institutions.
21 They are not. They are private credit monopolies; domestic swindlers, rich
22 and predatory money lenders which prey upon the people of the United
23 States for the benefit of themselves and their foreign customers. The
24 Federal Reserve Banks are the agents of the foreign central banks. The
25 truth is the Federal Reserve Board had usurped the Government of the
United States by the arrogant credit monopoly which operates the Federal
Reserve Board. (75 Congressional Record 12595-12603)"

16 The act of frequently rising the debt ceiling, which we have witnessed a
17 year ago and which we will witness again shortly, if it tells us anything, it
18 is that the United States indeed has declared bankruptcy, still is in
19 bankruptcy, and that debts cannot be paid off, only discharged. It is
20 through these events and through certain statutes, particularly in reference
21 to the definition of 'person', 'banker' and 'private banker' that will shed
22 light to the fact that the Canzonis are entitled to discharge debt regardless
23 of what Twin Star, respectively its employees may think or do.

24 Definitions: Black's Law Dictionary, 5th edition; "**Banker**. In general

1 sense, person that engages in business of banking. In narrower meaning, a
2 private person who keeps a bank; one who is engaged in the business of
3 banking without being incorporated. ..Under some statutes, an individual
4 banker, as distinguished from a 'private banker' is a person, who, having
5 complied with the statutory requirements, has received authority from the
6 state to engage in the business of banking, while a private banker is a
7 person engaged in banking without having any special privileges or
8 authority from the state." "Person. In general usage, a human being (i.e.
9 natural person), though by statute term may include a firm, .. corporations,
10 legal representatives, trustees.." "Bank. A bank is an institution, usually
11 incorporated, whose business is to receive money on deposit, cash checks
12 or drafts, (..) make loans, and issue promissory notes payable to bearer,
13 known as bank notes."

8 UCC § 3-114. Contradictory Terms of Instrument.

9 If an instrument contains contradictory terms, typewritten terms prevail
10 over printed terms, handwritten terms prevail over both, and words prevail
11 over numbers.

12 Having said this, Twin Star's allegedly legal claim to accept legal tender
13 (money) as the only means of issuing 'payment' in order to discharge a
14 debt incurred akin the two contracts at issue here (hence the monthly
15 payments are accepted, an EFT instrument is not) is moot.

16 Given that Twin Star did not occur any injury or 'expense', this
17 requirement is not only against the five elements of a lawful and legal
18 contract (see page 22); it is void ab initio. *The real question rather is*, does
19 a note that has been issued in good faith by the Canzonis still require
20 discharge by the Canzonis after it has been established that the bank
21 accepting the note as part of a contractual agreement never gave
22 consideration for such note, and reciprocal liability never occurred?
23
24
25

1 and no other person validated the asset that created the liability (matching
2 principle) in a bookkeeping entry showing the account that was funded by
3 Twin Star's 'loan' (credit card account). Come to think of it, it appears
4 that the credit card account balance, according to (*CP, p.51*) compared
5 with the savings account statement (*CP, p.55*), both show the same kind of
6 balance, a positive one, or a debit rather than credit. Since the bank cannot
7 loan credit, it would make sense. When, per matching principle, the asset
8 (Note) produced a liability (credit card account), would it show a positive
9 balance, against which, according to the agreement, purchases would be
10 drawn? However, while the purchases are strictly checkbook monies, the
11 return payments according to the agreement are to be legal tender, thereby
12 creating a conflict: legal tender is used as an asset against which a liability
13 is created, which then again can fund accounts for alleged loans to bank
14 customers, while the Canzonis' account does not reflect that part of the
15 transaction.

16 The term "checkbook money" is described in the book "*I Bet You*
17 *Thought*", published by the Federal Reserve Bank of New York, as
18 follows: "*Commercial banks create checkbook money whenever they grant*
19 *a loan, simply by adding deposit dollars to accounts on their books to*
20 *exchange for the borrowers IOU...*" On page 7 it states: Checks aren't
21 money in themselves. They are simply order forms instructing commercial
22 banks and *other depository institutions, such as savings banks and credit*
23 *unions*, to move transactions balances, which are money, from one
24 account to another. Those checkbook deposits are bookkeeping entries on
25 the ledgers and in the computers of depository institutions. Banks don't
keep cash in checking accounts and don't transfer currency or coin when
acting on a check's instructions. *Checkbook balances may be transferred*
between accounts as bookkeeping entries." (Emphasis added)

A similar situation existed with the car loan, only that the assets and
liabilities do not balance according to the matching principle: Original

1 note is an asset. The car is an asset. To offset each asset a liability was
2 created. Liability one was a checkbook deposit to the car dealer in
3 exchange for the asset (car). Liability two was a funding entry into 'a'
4 account, but not the Canzonis, since they allegedly received the car for a
5 loan issued by Twin Star. Where did that liability go? Only the original
6 bookkeeping entries will show. The same question arises with the
7 refinancing of the original note, (see Ex B, *CP 20-21*). The Note created
8 an asset (signed by the Canzonis, full faith and credit, additionally backed
9 by the car). Was the asset posted to Twin Star, and according to GAAP's
10 matching principle a liability was created, backed by the asset and as such
11 allowing the bank to issue loans (according to Modern Money Mechanics).
12 Where in this equation do the Canzonis come in? They are still held
13 hostage to the alleged loan issued to them; their car is still tied up with
14 legal title to Twin Star although there was no expense to the bank ever
15 regarding the alleged loan. That same car the bank paid no money for is
16 now held again as asset in order to generate further legal tender (the bank,
17 now physically holding the car as an asset, can offset it as liability
18 (matching principle), (then) sell it on the used car market (thereby again
19 generating an asset that will be offset by a liability) - when does it end?
20 When did it start? It all started with the application for a car loan, done out
21 of necessity by the Canzonis, with deception either intentionally or by
22 default by Twin Star.

23

24

25

1 **E Legal Tender is contractually demanded from the**
2 **alleged ‘borrower’ to repay the alleged loans, while the**
3 **bank, the alleged ‘lender’ can issue checkbook money**
4 **in exchange**

5 In the Blacks Law Dictionary, 6th edition, under the term “Credit” the
6 term “**Bank credit**” is described as: “Money bank owes or will lend an
individual or person”.

7 The word "deposit" and "demand deposit" both mean the same thing in
8 bank terminology and refer to the bank's liabilities. For example, the
9 Chicago Federal Reserves publication, “Modern Money Mechanics”
10 states:
11 “Deposits are merely book entries ... Banks can build up deposits by
12 increasing loans ... Demand deposits are the modern counterpart of bank
13 notes. It was a small step from printing notes to making book entries to the
14 credit of borrowers which the borrowers, in turn, could ‘spend’ by
15 writing checks.”

16 Also see quotes above from “I Bet You Thought”, published by the Federal
17 Reserve Bank of New York (p. 5, 23).

18 A dollar of bank “credit money” (checkbook money) is the exact opposite
19 of a dollar of “legal money” (legal tender). The former is a liability while
20 the latter is an asset. Thus, it can be seen from the earlier statement quoted
21 from ‘I Bet You Thought’, that money can be privately issued, “Money
22 doesn't have to ... be issued by a government or be in any special form.”

23 By what authority do Banks and Credit Unions (hereinafter ‘Banks’) create
24 money by lending their credit? Where is the law that gives Banks the
25 authority to create money by lending their liabilities? If Banks are issuing
checking money and lending their credit, why is it not disclosed?

“A bank can lend its money, but not its credit.” First Nat'l Bank of
Tallapoosa v. Monroe. 135 Ga 614, 69 SE 1124, 32 LRA (NS) 550(1911).

1 "A bank is not the holder in due course upon merely crediting the
depositors account." Bankers Trust v. Nagler, 229 NYS 2d 142, 143.
2 "A check is merely an order on a bank to pay money." Young v. Hembree,
73 P2d 393 (1937).
3 "... the bank is allowed to hold money upon personal security; but it must
be money that it loans, not its credit." Seligman v. Charlottesville Nat.
4 Bank, 3 Hughes 647, Fed Case No.12, 642, 1039 (1879).

5 Why should banks be allowed to withhold 'full disclosure' from all bank
6 customers? It appears to be evident that money creation by private banks is
7 not the result of powers conferred upon them by government, but rather
8 the artful use of long held 'trade secrets'. Under that light, unlawful money
9 creation is not being done by banks as corporations, but by bankers.

10 Black's Law Dictionary, 5th edition; "**Credit union**. Cooperative
association that uses money deposited by a closed group of persons (e.g.
11 fellow employees) and lends it out again to persons in the same group at
favorable interest notes. Credit unions are commonly regulated by state
12 banking boards or commissions." "**Federal Reserve Act**. Law which
created Federal Reserve banks which act as agents in maintaining money
13 reserves, issuing money in the form of bank notes, lending money to
banks, and supervising banks. Administered by Federal Reserve Board."

14 **F Although genuine issues of fact remain, the Trial Court**
15 **was asserted Twin Stars Judgment and Order**
16 **for Replevin**

17 While admittedly Canzoni wasn't very clear in addressing the issues
18 during the hearings, not showing up to the second hearing on May 25,
19 2012 was not an option, contrary to the indication by the Trial Court,
20 should a default judgment be avoided.

21 W.R. Huff Asset Mgmt. Co v. Deloitte & Touche LLP, 549 F.3d 100, at
22 107 (2d Cir. 2008). Initially, the Plaintiff may meet its burden of
23 establishing standing by alleging in its complaint the nature of its injury
resulting from the defendant's conduct. Lujan v. Defenders of Wildlife,
24 504 U.S. 555, 560-61 (1992). However, whether on motion for summary
judgment or at trial, the plaintiff ultimately will have to set forth specific
facts necessary to support the claim. Id.

1 Canzoni also stated in different ways through hearings and documents
2 filed that Canzoni was appearing by special appearance, as natural person
3 and not as artificial person, the bank being an artificial person
4 notwithstanding.

5 The Trial Court, being of general jurisdiction never conformed to a
6 jurisdiction, be it maritime, admiralty, equity, common law,
7 administrative, or else.

8 Alleged Counsel for Twin Star never disclosed his affiliation with the
9 bank, or with the Court for that matter. As stated above he also acted as
10 witness for Twin Star, to which the Trial Court did not object, neither did
11 the Court support Canzoni's objections or arguments (*RP2, p.8; 10-12*).

12 The documents submitted by Twin Star, the declarations rendered do not
13 support the claim that an injury actually occurred to Twin Star.

14 "Any conduct capable of being turned into a statement of fact is
15 representation. There is no distinction between misrepresentations effected
16 by words and misrepresentations effected by other acts." Leonard v.
Springer 197 Ill 532. 64 NE 301 (1902).

17 The causes of action most likely were those of Breach of Contract and
18 Replevin, whereas a breach of contract cause of action implies the
19 existence of a contract with mutual responsibilities and the mutual
20 obligations that come with a contractual agreement, both parties being
21 equal partners to the contract. As has been shown that is not the case.

22 Also referring to sections A to E of the Argument.

23 Did the Trial Court err in issuing an order in favor of Twin Star despite the
24
25

1 fact that there appears to have been no due process of law, although it may
2 be argued that the Canzonis did not respond in a professional manner?
3 How could they? Nobody teaches law at school; the rules of civil
4 procedure are not supplied with the summons and complaint, a very short
5 time is given to respond, and the Plaintiffs in most cases are not held to
6 professional standards since there is in 90% of the cases no answer, and in
7 the other 10% of cases the Defendant is struggling to grasp the nature of
8 the case. Judges do not disclose the nature of jurisdiction, while the rules
9 only indicate that there is a civil procedure, as in opposition to criminal,
10 and commons sense would dictate, also in opposition to an administrative
11 procedure. The person appearing in defense is usually a living being,
12 natural person, but is treated as a corporation, since the Plaintiff is one,
13 thereby completely ignoring that only a living being can sign any papers,
14 like promissory notes, and only a living person, one of the people of these
15 united States of America can give the Note the value that makes it a
16 security instrument (backed by the 'full faith and credit' by the People)
17 and equal to 'money', becoming an asset to the bank, undisclosed to the
18 issuer of the Note.

19 The judge has sworn an oath upholding the constitution and the people's
20 rights and is expected to act accordingly. At least that is what a common
21 sense natural person would presume.

22 Is the Trial Court biased? Is due process denied the natural person? Is the
23 discovery process avoided? Is the sole purpose of the Trial Court to
24 deprive the people of their constitutional rights?

1 Should the Canzonis be given a day in Court? Should Twin Star be given
2 the opportunity to actually prove its unsubstantiated allegations?

3

4 VI CONCLUSION

5 Based on the foregoing the Canzoni(s) respectfully request that the court
6 reverse the Trial Court's May 25, 2012 Order for Judgment and Replevin
7 in its entirety, have Twin Star return the infiniti G35 automobile and all
8 personal possessions that were inside, and remand the case to the Trial
9 Court for Discovery and Jury Trial.

10

11 Dated this 6th day of January 2013

12

13

...By:  
Amas Canzoni, sui juris, natural person

14

15

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CERTIFICATE OF SERVICE

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COURT OF APPEALS
DIVISION II
OF THE STATE OF WASHINGTON

I certify that on January 9, 2013, I caused a true and correct copy of this amended Brief of Appellant to be served on N. Joseph Lynch II, attorney for Respondent, by hand-delivering said copy to Lynch Law Offices, attorneys at law, attention N. Joseph Lynch, 1800 Cooper Point Road SW, building 3, Olympia, Washington 98502.

I certify that on January 9, 2013 I caused the autographed original and one copy of this amended Brief of Appellant, together with original and one copy of this Certificate of service to be mailed by USPS, postage prepaid, certified, to the Clerk's office, Court of Appeals, Division II, of the state of Washington, 950 Broadway, Suite 300, Tacoma WA 98402.

I declare under penalty of perjury under the laws of the united States of America that the foregoing is true and correct.

Executed on January 9, 2013

...By: 
Amas Canzoni, auth. Rep. ARR