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No. 44336-8-II  
COURT OF APPEALS  
DIVISION II  
OF THE STATE OF WASHINGTON

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Amas Canzoni, a natural person  
Tanana Canzoni, Estate of

Appellants

v.

COLUMBIA STATE BANK

Respondent

---

APPELLANTS' REPLY BRIEF

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Amas Canzoni  
Appellant, sui juris  
natural (political) person (live being)  
general post-office [box 1073]  
Rainier Washington [98576-9998]  
Without the United States  
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1	<b><u>TABLE OF CONTENTS</u></b>	Page
2		
3	<b><u>I ARGUMENT</u></b>	1
4	1. REPLY TO 'I INTRODUCTION'	1
5	2. REPLY TO 'II STATEMENT OF THE ISSUES'	1
6	3. REPLY TO 'III STATEMENT OF THE CASE'	2
7		
8	4. REPLY TO 'IV ARGUMENT'	8
9	4.1. TO 'A. STANDARD OF REVIEW'	8
10	4.2. TO 'B. RESPONSE TO ASSIGNMENT OF ERROR NO. 1': NO EVIDENCE WAS SUBMITTED IN SUPPORT OF CLAIM	9
11	4.3. TO 'C. RESPONSE TO ASSIGNMENT OF ERROR NO. 2': THE PHOTOCOPY OF THE PROMISSORY NOTE IS A FORGERY	10
12		
13	4.4. TO 'D. RESPONSE TO ASSIGNMENT OF ERROR NO. 3': APPELLANT'S EFT INSTRUMENT IS AN OFFER TO PAY	16
14		
15	4.5. TO 'E. RESPONSE TO ASSIGNMENT OF ERROR NO. 5': NO BANK EVER LOANED MONEY AS PER PROMISSORY NOTE (SECURITY INSTRUMENT)	16
16		
17	4.6. TO 'F. RESPONSE TO ASSIGNMENT OF ERROR NO. 6': THE TRIAL COURT POSSESSES NEITHER SUBJECT MATTER NOR PERSONAL JURISDICTION OVER APPELLANT AND THE LAND; HAS NO STANDING; NO PROPER VENUE IN THURSTON COUNTY	18
18		
19	4.7. TO 'G. RESPONSE TO ASSIGNMENT OF ERROR NO. 7': THERE IS A GENUINE CONFLICT OF INTEREST	21
20		
21		
22		
23	<b><u>II CONCLUSION</u></b>	23
24	1. REPLY TO 'V CONCLUSION'	23

1 **TABLE OF AUTHORITIES**

2 Page

3 **Table of Cases**

4 All cases listed in the appellant's opening brief are herewith included by reference.

5 **Bank of America NT & SA v. David W. Hubert, P.C.,**  
115 Wash.App. 368 (2003) (62 P.3d 904, 49 UCC Rep.Serv.2d 899) 16

6 **Caha v. United States**, 152 U.S. 211 (1894) 12

7 **Caldwell v. Hill**, 176 S.E. 383 (1934) 12

8 **Cohens v. Virginia**, 19 U.S. (6 Wheat) 264, 404, 5L. Ed. 257 (1821) 12

9 **Connally v. General Construction Co.**, 269 U.S. 385 (1926) 5

10 **Fina Supply, Inc. v. Abilene Nat. Bank**, 726 S.W.2d 537, 1987 11

11 **Hafer v. Melo**, 90 681 U.S. (1991) 20

12 **Hooper et. Al. v. Scheimer**, 64 US (23 how.) 235 (1859) 19

13 **Huges v. Miller's Mutual Fire Insurance Co.**, 246, s.w. 23 (1923) 20

14 **In re Kennedy Mortgage Co.** 17 B.R.957 (Bankr,D.N.J. 1982) 12

15 **In re Staff Mortg. & Inv. Corp.**, 625 F.2d 281 (9th Cir. 1980) 12

16 **Jenkins v. McKeithen**, 395 U.S. 411, 421 (1959) 13

17 **Leading Fighter v. County of Gregory**, 230 n.w. 2d114, 116 (1975). 19

18 **Powe v. United States**, 109 F.2d 147 (1940) 13

19 **Raestle v. Whitson**, 582p. 2d 170, 172 (1978). 19

20 **Sabo v. Horvath**, 559 p. 2d 1038, 1040 (aka. 1976) 19

21 **Squire v. Capoeman**, 351 U.S. 1, 6 (1956) 19

22 **State v. Crawford**, 441 p2d 586, 590 (Ariz. app. 1968) 19

23 **United States v. Cherokee Nation**, 474 f. 2d 628, 634 (1973). 19

1	<b>United States v. Creek Nation</b> , 295 U.S. 103, 111 (1935)	19
2	<b>United States v. Sullivan</b> , 274 U.S. 259 (1927)	12
3	<b>Walton v. United States</b> , 415 f2d 121, 123 (10th Cir. 1969)	19

4

5

6 **Constitutional Provisions**

All Constitutional provisions listed in the appellant's opening brief are herewith included by reference.

7	<i>Amendments to the Constitution</i> of the united States of America,	1
8	<i>Amendments 1,4,5,6,7,10,13,14.</i>	1
9	14 <sup>th</sup> Amendment, Section 1	5
	5 <sup>th</sup> Amendment	7

10

11 **Statutes**

All statutes listed in the appellant's opening brief are herewith included by reference.

12	<i>RCW 62A.2-302</i>	2,6
13	<i>RCW 62A.2-609</i>	2
	<i>RCW 62A.3-501</i>	2,3
14	<i>RCW 62A.3-601</i>	3
	<i>RCW 62A.3-311</i>	4
15	<i>U.S.C. §1101(a)(21)</i>	5
	<i>8 U.S.C. §1452</i>	5
16	<i>8 U.S.C. §1401</i>	5
	<i>26 CFR §1.1-1( c)</i>	5
17	<i>26 CFR §31.3121-1(e)</i>	5
	<i>RCW 62A.3 Negotiable Instruments</i>	10
18	<i>RCW 62A.3-104</i>	10
	<i>Wash. Rev. Code Ann. § 62A.3-102</i>	11
19	<i>Title 18 U.S.C. §472</i>	11
	<i>Title 18 U.S.C. §473</i>	11
20	<i>Title 18 U.S.C. §474</i>	11,14
	<i>RCW 62A.3-114</i>	14
21	<i>RCW 62A.3-311</i>	14
	<i>RCW 62A.5-501</i>	14
22	<i>RCW 62A.3-102( c)</i>	14
	<i>Wash. Rev. Code Ann. § 62A.2-302 (West)</i>	14
23	<i>RCW 62A.4-104. Definitions and index of definitions</i>	16
	<i>RCWA 62A.4-104(a)(10)</i>	16
24	<i>RCWA 62A.4-302(a)(1)</i>	16
	<i>RCWA 62A.4-302(a)(1)(b)</i>	16
25	<i>RCWA 62A.4-215(d)</i>	16

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**Regulation and Rules**

All regulations and rules listed in the appellant’s opening brief  
are herewith included by reference.

<i>Federal Reserve Act of 1913</i>	6
<i>HJR 192</i>	6,11
<i>Counterfeit Detection Act of 1992</i> , Public Law 102-550	11
<i>Title 18 USC, sec. 241</i>	20
<i>Revised code of Washington 4217.250</i>	20

**Other Authorities**

All other authorities listed in the appellant’s opening brief  
are herewith included by reference.

Wikipedia, <i>online encyclopedia</i> re: Bill of Rights	1
farlex, free online dictionary: allonge	3
<i>Dictionary to Word Perfect (Corel): ‘forever’</i>	18

1 I ARGUMENT

2 [The Opening Brief is herewith restated and included into the Reply Brief]

3 1. REPLY TO 'I INTRODUCTION'

4 "Who is the real party in interest?" This appeal concerns whether the trial  
5 court has subject matter jurisdiction and/or personal jurisdiction over the  
6 Appellant and his land, in order to grant Summary Judgment in a  
7 Complaint for Specific Performance; to find that the Respondent is not the  
8 holder in due course of the note in question;  
9 to find that the Complaint, based on a non-judicial foreclosure procedure  
10 is without merit, and not supported by any admissible evidence;  
11 to find that the Appellant has been tricked into statutory compliance by the  
12 presumed violation of his Amendment Rights [see below];  
13 to find that the promissory note is void ab initio;  
14 to find that the copy submitted as evidence is a forgery;  
15 to find that the alleged lender has violated RCW 62A, contract law;  
16 to find that an offer to discharge debt in kind has been ignored by  
17 Respondent and as per RCW 62A refusal is discharge.

18 [Refer to Amendments to the Constitution of the united States of  
19 America, particularly Amendments 1,4,5,6,7,10,13,14.]

20 ["The Bill of Rights enumerates freedoms not explicitly indicated in the  
21 main body of the Constitution, such as freedom of religion, freedom of  
22 speech, a free press, and free assembly; (..) freedom from unreasonable  
23 search and seizure, security in personal effects, (..) guarantee of a speedy,  
24 public trial with an impartial jury; and prohibition of double jeopardy. In  
25 addition, the Bill of Rights reserves for the people any rights not  
specifically mentioned in the Constitution and reserves all powers not  
specifically granted to the federal government to the people or the States."  
United States Bill of rights; *Wikipedia, online encyclopedia* (emphasis  
added)].

1           2. REPLY TO **‘II STATEMENT OF THE ISSUES’**

2 1. "Who is the real party in interest?"

3 2. "Who is the real party in interest?"

4 3. "Who is the real party in interest?"

5 4. "Who is the real party in interest?"

6 5. "Who is the real party in interest?"

7 6. "Who is the real party in interest?"

8 The real party in interest is who actually ‘funded’ the account that is used  
9 to allegedly disburse the bank’s (Respondent’s predecessor) money. It has  
10 been amply shown in the Appellant’s Opening Brief [**OB**], that the alleged  
11 loan does not exist in a contractual sense (no consideration, fraudulent  
12 conversion, non-disclosure of material facts as per RCW 62A and banking  
13 regulations) [see **OB p.27f**] [**RCW 62A.2-302**]; and the Promissory Note  
14 claims disbursement of ‘a loan’ in exchange for the note (security  
15 instrument given value through EQUAL CONSIDERATIONS BY TWO  
16 PARTIES). [**RCW 62A.2-609**]

17 Fact is, that according to RCW 62A the Note is null and void.

18 Fact is, offer to pay has been made and refused by Respondent bank.

19 Fact is, debt has been discharged in kind; refusal is acceptance. [**RCW**  
20 **62A**, negotiable instruments] [**62A.3-501, 62A.3-601**].

21

22           3. REPLY TO **‘III STATEMENT OF THE CASE’**

23 "Who is the real party in interest?" Based on the Appellant’s arguments in  
24 his Opening Brief, Columbia State Bank (Respondent) does not have any

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1 rights to Appellants land and property. The documents offered by the  
2 Respondent as so-called evidence are based on deception and breach of  
3 contract as well as fraudulent conversion of currency, all within the  
4 confines of adhesion contracts and Note and Deed ought to thus to be  
5 classified as void ab initio. [**OB p.7,10,16, 31, 35**]  
6 "Who is the real party in interest?" Respondent has not offered evidence to  
7 support any lawful or legal interest in said land and property.  
8 "Who is the real party in interest?" The 'pseudo legalese' could in short be  
9 defined as offer to pay an alleged debt, pleading for recognition of the very  
10 statutes that regulate the performance of any chartered bank (UCC, resp.  
11 RCW 62A) [**RCW 62A.3-501**]and encourage the Respondent to come  
12 forward with actual documents rather than smoke screens to divert from -  
13 yes, you guessed it - answering the crucial question "Who is the real party  
14 in interest?" .  
15 Last but not least, the Appellant has admitted into trial court sufficient  
16 evidence to cast genuine doubt to the legitimacy of the Respondent and  
17 legality of the case at hand: No injury to the Respondent or its  
18 predecessors, no proof offered to support its claims, not being the holder in  
19 due course of the Promissory Note. [See **OB**, also see Exhibits admitted  
20 into Trial Court, particularly those with 'Bill in Equity, **CP p.46-236**]  
21 "Who is the real party in interest?" The Deed of Trust granting a security  
22 interest is allegedly based on a loan claimed to actually have been given to  
23 the Appellants prior to autographing any note or deed - all based on a false  
24 and misleading statement within said Promissory Note not only covering

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1 up a fraudulent conversion of 'currency'. The answer to the question above  
2 is being given by consulting original bookkeeping requirements per  
3 GAAP, [*OB, p.17,25,35,38,39*]. Light is shed on new money creation  
4 through official publications by the several Federal Reserve Banks [*OB*  
5 *p.7,27-29,36*].

6 An Allonge was recorded separately, indicating that both reverse pages of  
7 the original note were no longer available to host the allonge, thus  
8 indicating an alteration of the original note without the owners  
9 (Appellants') consent, thus (again) rendering the note void.

10 ["An allonge is necessary when there is insufficient space on the document  
11 itself for the endorsements." as per *farlex, free online dictionary*.]

12 "Who is the real party in interest?" The true and correct copy of the  
13 note is akin the forgery of a security instrument in the value of  
14 \$200,000.00 [see page 10-16 of this brief] - and if it is not a true copy it is  
15 not a forgery anymore; however, inadmissible as evidence in trial court!  
16 (Humpty Dumpty indeed had a great fall.) [*RCW 62A.3-311*]

17 "Who is the real party in interest?" Since Columbia is now  
18 claiming to have issued 'construction draw payments', it should be easy to  
19 confirm the issuance of the funds with the original bookkeeping entries -  
20 showing where the 'draw payments' actually came from. [See *p.7* of the  
21 Respondent's reply brief; word smithing at its best. However, the question  
22 "**Who is the real party in interest?**" has never once been answered (let  
23 alone substantiating the presumption that Respondent is that elusive party  
24 in interest) - neither clearly stated, nor supported with any admissible

1 evidence. After all, this IS THE QUESTION, is it not? Anything but  
2 answering it with admissible proof under penalty of perjury for the  
3 corporate officers is just another attempt to obfuscate the real issues.  
4 Because, lets face it, the Respondent has nothing to support its claims with  
5 that would have standing in any unbiased court of law.

6 The trial court supports ridiculing the Declaration of Independence  
7 and the Constitution with its Amendments. Every public employee has  
8 sworn an oath to uphold the Constitution and its Amendments in order to  
9 occupy his/her office in the first place, to serve and protect the People of  
10 the united States of America. All the courts nowadays do, is, to help  
11 tricking the Defendants into mere statutory compliance in any kind of  
12 action aimed to deprive the people of land and property. The term  
13 adequately used is that of ‘non-judicial foreclosure’.

14 For example, definitions offered within the statutes referring to  
15 either constitutional or statutory citizen: compare *14<sup>th</sup> Amendment,*  
16 *Section 1; 8 U.S.C. §1101(a)(21); 8 U.S.C. §1452 with 8 U.S.C. §1401;*  
17 *26 CFR §1.1-1( c); 26 CFR §31.3121-1(e).* In regards to terminology,  
18 compare ‘U.S. citizen’ ‘citizen of the United States’, ‘national and citizen  
19 of the United States’ **with** ‘national’ but not a ‘citizen’, ‘non-citizen  
20 national’ [*8 U.S.C. §1452*], ‘American citizen’, ‘citizen of the United  
21 States of America, citizen of the United States’.  
22 ‘Void for vagueness’ applies to the contradictory terms ‘defining’ citizen:  
23 [“A statute which either forbids or requires the doing of an act in terms so  
24 vague that men and women of common intelligence must necessarily  
25 guess at its meaning and differ as to its application, violates the first  
essential of due process of law.” **Connally v. General Construction Co.,**  
269 U.S. 385 (1926)]

21 Are the People being tricked time and again into statutory compliance with  
22 words of art and plain deception by attorneys and the Trial Courts to  
23 deprive the people of their unalienable rights by ‘making’ them statutory

1 citizens of federal territory, (compelling them through adhesion contracts,  
2 nota bene) forcing them to commit perjury against themselves?

3         This ruse remains undetected due to the obfuscating of terms  
4 permitted to take place on so many levels within the laws and regulations,  
5 statutes, thereby aiding to trick the Appellant into 'making the case' for the  
6 Respondent. The statement of the case as offered by Respondent denies  
7 proper identification of the Appellant's status in the trial court - thus there  
8 is no subject matter jurisdiction given to the trial court. Promissory Note is  
9 void ab initio due to contract violations according to ***RCW 62A. [RCW***  
10 ***62A.2-302.***]

11 Furthermore, based on the Appellant's arguments - [also see ***OB***]  
12 supported with case law, statutes and Federal Reserve Publications - it has  
13 become abundantly clear that by making all living people mere statutory  
14 citizens by coercing them into adhesion contracts aided by trickery and  
15 deception starting with the ***Federal Reserve Act, HJR 192*** and many other  
16 regulations, creating the permanent bankruptcy of the United States.  
17 Manipulated and controlled to give up their (the People's, living beings'  
18 unalienable rights [see definitions of citizenship on page 5] - how can one  
19 give up rights? Only voluntarily, yet voluntary compliance cannot be  
20 achieved through or by deception, trickery, bullying, threatening,  
21 disguising, criminalizing in a civil action, completely ignoring courts and  
22 counsel's duty to the oath enabling them to actually hold the public office.

23         The Appellant has not given up his unalienable rights, but any  
24 documents in support of the Appellant's arguments are simply ignored by

25

1 counsel and unimportant issues made appearing as allegedly supporting a  
2 case that never was. "Who is the real party in interest?"

3           And why in the world is the fact that Appellants made payments on  
4 the Note and deed in good faith for eight and a half years used against  
5 them? Yes, it took the Appellants that long to recognize the fraud, the  
6 fraudulent conversion of currency, and that no loan was ever given to  
7 Appellants by Columbia or any other banking establishment: No injury, no  
8 consideration, no rights, title or interest.

9 "Who is the real party in interest?" The Note is factually void ab initio,  
10 therefore anything said by counsel in court is idle gossip, cannot make the  
11 breach of contract disappear, cannot make the forgery [see p.10-16 of this  
12 brief] of the note represent the original as it is of today.

13           As much as the Respondent depends on having the Appellant  
14 'prove the Respondent's case', by a) being tricked into statutory  
15 compliance against his will (equal to giving up unalienable rights, an  
16 oxymoron), b) using his words against him and thus force him to  
17 incriminate himself, therefore ignoring Amendment 5 (amongst others),  
18 inasmuch the Respondent is completely dependent on NOT showing and  
19 not being forced to show (through the methods in the discovery process  
20 and by jury trial) original documents of any kind that could lead to  
21 answering the question: "Who is the real party in interest?"

22 Inasmuch the Appellant cannot make the original bookkeeping entries or  
23 promissory note miraculously appear and prove the Appellant right, once  
24 and for all: "Who is the real party in interest?" is the one question the Trial

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1 Court ought to have asked and endeavored to answer by allowing due  
2 process and a trial by jury to take place.

3

4 4. REPLY TO 'IV ARGUMENT'  
5 4.1. TO 'A. STANDARD OF REVIEW'

6 "Who is the real party in interest?" Whoever issued funds related to the  
7 Loan Application and the Promissory Note would be called the real party  
8 in interest. It is definitely not the Respondent or its predecessors. After all,  
9 the argument by Respondent's counsel based on statements and/or  
10 arguments made by the Appellant on record that are being turned against  
11 the Appellant [thus instigating infringement upon the unalienable right  
12 against self-incrimination] without unduly showing the Respondent's  
13 spiked cards and the hidden stack of documented proof in favor of the  
14 Appellant. As much as the Respondent uses anything of the Appellant's  
15 that supports it's false claims, inasmuch the court should perhaps pay  
16 attention to what the Respondent does NOT cite or call attention upon - be  
17 it the Appellants admitted Exhibits or Affidavits, or be it the original  
18 bookkeeping documents the Respondent is to keep (through the FDIC) but  
19 will under no circumstances allow to be seen by courts or Appellants.

20 "Who is the real party in interest?" The genuine issue as to any  
21 material fact is, that the real party in interest has never been revealed - it is  
22 definitely not the Respondent, thus Respondent is not entitled to a  
23 judgment as a matter of law.

24

25

1 4.2. TO 'B. RESPONSE TO ASSIGNMENT OF ERROR NO. 1':  
2 NO EVIDENCE WAS SUBMITTED IN SUPPORT OF CLAIM

3 "Who is the real party in interest?"

4 This is the question at the heart of the issue at hand. Because although the  
5 Respondent is filing the Complaint based on non-judicial foreclosure on a  
6 deed and note, the question that has not been answered - is simply, "Who  
7 is the real party in interest?" No evidence indicating as to WHO DID  
8 FUND a loan with WHAT kind of money under what circumstances has  
9 been introduced in court. Not that there wasn't any.

10 Only by forcing the Appellant to be a statutory citizen by status (which he  
11 is not) through deception and trickery can the trial court gain personal  
12 jurisdiction. This particularly shows by Respondent's counsel's strategy to  
13 merely 'help' the Appellant to 'testify against himself', un-voluntarily  
14 against constitutional Amendments and Appellants admitted affidavits and  
15 clear declaration not to accept any benefits and privileges by and through  
16 the trial court. [See *Hooven v. Ewatt* quote in *OB, p.45* re. 'United States']

17 Respondent is relying on documents that deceive rather than  
18 disclose "who is the real party in interest." [See *OB p.18* case law quotes.]  
19 Between 2005 and 2008, many residential and commercial mortgages were  
20 originated by one lender, then assigned to a trust and pooled with hundreds  
21 or thousands of other mortgages. Investments in the trusts or securities  
22 were sold to investors, certificate holders, based on the income stream  
23 realized upon repayment of mortgages in the pool. The trusts, designed as  
24 real estate mortgage investment conduits (REMICs) under the Internal

1 Revenue Code, are governed by lengthy pooling and servicing agreements.  
2 Despite these complexities, the courts' expectations persist: The  
3 foreclosing plaintiff must present admissible evidence that it holds the  
4 note or has the rights of a holder under Art. 3 of the Uniform Commercial  
5 Code (UCC), [**RCW 62A.3 Negotiable Instruments**].

6

7 4.3. TO 'C. RESPONSE TO ASSIGNMENT OF ERROR NO. 2':  
8 THE PHOTOCOPY OF THE PROMISSORY NOTE  
9 IS A FORGERY

9 According to particular statutes the promissory note is a security  
10 instrument, defined as 'negotiable instrument' as per RCW 62A,  
11 negotiable instruments [**RCW 62A.3-104**].

12 The signature on a "Note" makes that "Note" valuable in the amount that  
13 is stated on that "Note"! Was this disclosed to Appellants at "closing" in  
14 either verbal or written form? No, it was definitely not disclosed! Once a  
15 Note is autographed (by one of the people, a statutory citizen is an  
16 artificial 'person') it becomes valuable because it is backed by the full  
17 faith and credit of the United States [see ***OB***, see ***HJR 192***]. Was this fact  
18 disclosed at the closing table? No, the Appellants were not told "thank you  
19 for paying for your house, we will now loan you back what you gave us,  
20 with interest over thirty years. Is the rate of 6.5 percent amenable to you?"  
21 However, under the contractual term of full disclosure, this is what  
22 Appellants should have been told. This, if you will, the '*purposeful non-*  
23 *disclosure*', a clear violation of contract law, led the Appellant to pay in  
24 good faith for the alleged credit (loan), with principal and interest, for 8.5

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1 years. Literally payment of principal and interest for ‘*NOTHING*’. And we  
2 thought that slavery was abolished so many years ago!?

3 See ***Fina Supply, Inc. v. Abilene Nat. Bank***, 726 S.W.2d 537, 1987 [ it  
4 says “Party having superior knowledge who takes advantage of another’s  
5 ignorance of the law to deceive him by studied concealment or  
6 misrepresentation can be held responsible for that conduct.” [*See OB p.35*]

7 What is happening with the “Deed of Trust” or similar “Security  
8 Instrument” that says the Appellants have to pay all this money back and if  
9 they don’t, the bank, the alleged lender (Respondent) can foreclose and  
10 take the Appellants’ home? Why do the Appellants have to have this kind  
11 of agreement when they have already paid for their home through the  
12 “Promissory Note” which was converted to ‘money BY THE BANK’, not  
13 to ‘money OF THE BANK’? Could this possibly be another example of  
14 “studied concealment or misrepresentation” where those involved should  
15 be held accountable for their conduct?

16 We have already established that the “Mortgage Note” and the “Deed  
17 of Trust” or other similar “Security Instruments” are “Securities” by  
18 definition under the law.

19 [“..negotiable instruments under Article 3 will be separate and distinct  
20 instruments..” ***Wash. Rev. Code Ann. § 62A.3-102*** (West)]  
21 Securities are regulated by the Securities and Exchange Commission which  
22 is an agency of the Federal Government. There are very strict regulations  
23 about what can and cannot be done with “Securities”. There are very strict  
24 regulations that apply to the reproduction or “copying” of “Securities”:  
25 [See ***Counterfeit Detection Act of 1992***, Public Law 102-550, in Section  
411 of Title 31 of the Code of Federal Regulations. See ***Title 18 U.S.C.  
§472*** Uttering counterfeit obligations or securities. See ***Title 18 USC §473***  
Dealing in counterfeit obligations or securities. See Title ***18 USC §474*** ..  
analog, digital or electronic images for counterfeiting obligations or  
securities.]

While it appears that statutes allow the admission of mere copies of

1 instruments in lieu of the original, other statutes clearly define the scope of  
2 forgery of negotiable instruments [see above].

3 Besides, the statutes allowing photocopies in lieu of the original have been  
4 sufficiently questioned in view of recent case law - and the recent banking  
5 history of defrauding the people and simultaneously getting baled out by  
6 the people to continue business as usual.

7 [See case law quotes **OB p.13, In re Staff Mortg. & Inv. Corp.**, 625 F.2d  
8 281 (9th Cir. 1980)][OB, p.17, **In re Kennedy Mortgage Co.** 17 B.R.957  
(Bankr,D.N.J. 1982)]

9 In addition, it appears that particular to this case the copy of the note is  
10 deemed admissible only by statements of the Appellant used to incriminate  
11 him (contrary to the 5<sup>th</sup> Amendment), him not having been aware that  
12 confirming of rendering a signature on an original document is equal to  
13 ‘making a breach of contract legal’, making ‘false statements within a  
14 contract and a security instrument right’, and blindly accepting ‘alterations  
15 post fact within a signed note’ as legal, thus aiding the Respondent to keep  
16 its ill rotten gains - what could it be called, ‘involuntary deprivation of  
17 rights’? [**OB, p.18**]

18 [“The Fifth Amendment provision that the individual cannot be compelled  
19 to be a witness against himself cannot be abridged.” **United States v.**  
**Sullivan**, 274 U.S. 259 (1927)]

20 [“The laws of Congress in respect to those matters [outside of  
21 Constitutionally delegated powers] do not extend into the territorial limits  
of the states, but have force ONLY in the District of Columbia, and other  
places that are within the exclusive jurisdiction of the national  
government.” **Caha v. United States**, 152 U.S. 211 (1894)]

22 [“The United States adopted the Common Laws of England with the  
Constitution.” **Caldwell v. Hill**, 176 S.E. 383 (1934)]

23 [**Cohens v. Virginia**, 19 U.S. (6 Wheat) 264, 404, 5L. Ed. 257 (1821):

24 “The government of the state and its officers are constitutionally required,  
25 affirmed by oaths taken, to uphold the Constitutions and to serve the  
Citizens, who are the Sovereign, and not to defraud those Citizens.”

1 “There is no valid, Constitutionally compliant state law, statute, rule or  
2 duress, threat, and against his will: (a) obtain permission from the State to  
engage in Rights guaranteed in the Constitution.” **Ibid.**]  
3 [“...is called a ‘political citizen’ or a ‘citizen of the United States in a  
political sense’ by the courts to distinguish it from a STATUTORY  
4 citizen.” **Powe v. United States**, 109 F.2d 147 (1940)]  
5 [“Allegations such as those asserted by petitioner, however inartfully  
pleaded, are sufficient”...”which we hold to less stringent standards than  
6 formal pleadings drafted by lawyers.” **Jenkins v. McKeithen**, 395 U.S.  
411, 421 (1959)]

7 The practice of hiding the (altered) original note and from being compared  
8 with the (unaltered) admitted copy - is so widespread meanwhile, that even  
9 the courts are getting suspicious. [“Do HAVE, cannot find original Note”]

10 We are also learning that the ‘loan application’ (a misnomer in the  
11 highest degree) is releasing funds from the Treasury (full faith and credit)  
12 into the banks coffers - to also create new money that can be ‘loaned out’  
13 at zero cost to the bank.

14 In other words, by blocking any evidence in support of the bank’s free  
15 money (new money) ride, by allowing the bank NOT to produce its  
16 original bookkeeping entries but rather to pull the wool over everybody’s  
17 eyes by some mumbo jumbo like declaring checkbook money legal tender,  
18 draws from an dubious account (created without client approval), the  
19 ‘proof of distribution’ of an invisible loan originated by an invisible  
20 source, admitting questionable exhibits with deceptive presumption  
21 clothed as supportable ‘evidence’) - grandma wolf says hello to everyone.

22 There is enough reasonable doubt regarding this misleading, nonsensical  
23 ‘evidence of a loan’ filed into court. Doubt remains king unless the  
24 obvious question: "Who is the real party in interest?" can be reasonably

1 answered, and the proof submitted into evidence (original bookkeeping  
2 entries according to GAAP).

3           How can a game be won when the cards are stacked unfairly, even  
4 illegally against someone? By playing the game hundreds of times and  
5 hoping against all odds that it can be won? No. By exposing the foul play,  
6 hoping that the rules of the games have not been deviously altered with  
7 words of art nobody can actually cut through lawfully and legally? NOPE.  
8 As court track records show, it can only be won by becoming the one  
9 stacking the cards unfairly, even illegally. [I beg the court to prove me  
10 wrong here!]

11           The EFT instrument does not ‘pay’ a note in full, it, however does  
12 discharge the debt associated with the note, particularly according to RCW  
13 62A, negotiable instruments [*RCW 62A.3-114, 3-311, 5-501, 3-102( c)*],  
14 as it has been issued in a country’s state of perpetual bankruptcy (HJR  
15 192). It is not a contradiction, it is a consequence of a contractual  
16 agreement with equal rights and obligations as has been sufficiently  
17 illustrated in the opening brief. [also see *Wash. Rev. Code Ann. § 62A.2-*  
18 *302* (West)] [See *BoA NT & SA v. David W. Hubert, P.C.*, quote on p.16]

19           When the foreclosure action is filed in the court, the attorney for  
20 the purported ‘party of interest’, usually the alleged ‘lender’ who is  
21 foreclosing, files a ‘copy’ of the ‘Promissory Note’ or similar ‘Investment  
22 Security’ with the Complaint to begin foreclosure proceedings. Is that  
23 ‘copy’ of the ‘Security Instrument’ within the ‘regulations’ of Federal Law  
24 under *18 U.S.C. § 474*? Is it usually the same size or very nearly the same

25

1 size as the original document? Yes it is and without question it is a  
2 **counterfeit security!** Who was it that produced that counterfeit security?  
3 Who was involved in taking that counterfeit security to the Court to file  
4 the foreclosure action? Who is it that is now legally in possession of that  
5 counterfeit security? What about the Trustees who are involved in the  
6 process of selling foreclosed properties in non-judicial states? What about  
7 the fact that there is no judicial proceeding in those states where the  
8 documentation purported to be legal and proper to bring a foreclosure  
9 action can't be verified without expensive litigation by the alleged  
10 'borrower'? All the trustee has to do is send a letter to the alleged  
11 'borrower' stating they are in default and can sell their property at public  
12 auction. It is just presumed that they have the '**original**' documents in  
13 their possession as required by law. In reality, in almost every situation,  
14 they do **not!!!** They are using a counterfeit security as the basis to  
15 foreclose on a property that was paid for by the person who signed the  
16 'Promissory Note' at the closing table. When it is demanded that they  
17 produce the actual 'original signed documents' they almost always refuse  
18 to do so and ask the Court to 'take their word for it' that they have BOTH  
19 of the original documents which are absolutely required to be in their  
20 possession to begin 'non judicial foreclosure actions'. They have, instead,  
21 submitted a counterfeit security to the Court as their 'proof of claim' in an  
22 attempt to unjustly enrich themselves through a blatantly fraudulent  
23 foreclosure action. **They don't have the 'original' Promissory Note.**  
24 **Under the doctrine of "Respondeat Superior" the people at the top of**

25

1 **these organizations are responsible for the actions of those in their**  
2 **employ.**

3 [Respondent Superior quoted in OB p.34 (D, assignment of Error 4)]  
4

5 4.4. TO 'D. RESPONSE TO ASSIGNMENT OF ERROR NO. 3':  
6 APPELLANT'S EFT INSTRUMENT IS AN  
OFFER TO PAY

7 As has been shown in the opening brief, banking regulations are very  
8 particular when it comes to negotiable instruments. An offer to pay has  
9 been issued twice to the Respondent bank, and has been refused twice.  
10 RCW 62A is quite clear when it comes to negotiable instruments,  
11 particularly on how the banks are supposed to handle them (accept or  
12 request correction of an instrument according to explicit rules.

13 [RCW 62A.4-104. Definitions and index of definitions.] [Also see case  
14 Bank of America NT & SA v. David W. Hubert, P.C., 115 Wash.App.  
368 (2003) (62 P.3d 904, 49 UCC Rep.Serv.2d 899) with particular focus  
15 one West law head notes 1 to 11 [West Law Next website] [see RCWA  
62A.4-104(a)(10), 62A.4-302(a)(1), 62A.4-302(a)(1)(b) 62A.4-215(d)]

16 4.5. TO 'E. RESPONSE TO ASSIGNMENT OF ERROR NO. 5':  
17 NO BANK EVER LOANED MONEY AS PER  
18 PROMISSORY NOTE (SECURITY INSTRUMENT)

19 The term 'loan' indicates that legal tender [see OB, p. 26-31] from  
20 someone not being the receiver of the alleged loan must be originally  
21 issued. This way the 'lender' is 'loaning' some of its own legal tender  
22 under equal terms against the note, with lawful consideration to the other  
23 party. In exchange, the other party will then sign the promissory note, thus  
24 promising to return the funds with or without interest. In order to

1 substantiate the deal (against the other party's consideration already given  
2 to seal the deal), a security is also being given, hence the deed of trust.  
3 However, looking squarely at the paperwork (Note and Deed in question  
4 in this case), we see that none of this has actually occurred.  
5 The alleged 'evidence' submitted by Respondent points at (even if the  
6 transaction occurring actually was 'a loan'), the bank by itself did not issue  
7 the loan - in modern terms it could be said, the bank was 'brokering it'  
8 instead, for a fee akin to closing costs at escrow. Only, the person being  
9 brokered a 'loan' for is one and the same WITHOUT KNOWING IT at  
10 that time. I was not disclosed, rather a priori a purposefully hidden fact.

11           Additionally, according to publications by the several Federal  
12 Reserve Banks [*OB p.27,28,36*] and the Affidavit of Walker Todd [*OB*  
13 *p.38f*], banks accept the promissory note as an asset, offset by a liability.  
14 Due to the hidden nature of banking, backed with the full faith and credit  
15 by the People (in a bankrupt country) the Treasury is now honoring the  
16 note at face value. The bank itself does neither occur expenses, nor any  
17 loss of capital, rather the contrary , it immediately (at closing) receives  
18 through the very Promissory Note an influx of 'funds' that can be loaned  
19 out at interest [see referenced OB as above]. Thus, rather than giving out  
20 'loans', the banks create new money [documented by perpetual inflation  
21 and expansion of the debt ceiling to secure continuous 'funding' of the  
22 banks - here, with real estate backed alleged loans].

23           While it is easy to prove these alleged facts, it does require the  
24 cooperation of the banks - which, as a matter of fact, does not happen as

25

1 the many trial court decisions do confirm. Thus neither originals of  
2 promissory notes nor original bookkeeping entries will ever see the light of  
3 court, for as long as the banking institutions continue the charade under  
4 protection of laws and statutes set up in their favor, by using words of art,  
5 multiple meanings for the same thing, and sheer coercion in court by  
6 making (in this case) the Appellant a slave to the system (or, in other  
7 words, subjugated to the courts by trickery, words of art (confusing and  
8 deceiving). Per numerous adhesion contracts a natural person is coerced  
9 into becoming a statutory person, alienated to the unalienable rights. The  
10 'master' (the People) has become the modern slave to the servant (public  
11 employee). [Refer to quotes cited prior in this Brief.]

12

13 4.6. TO 'F. RESPONSE TO ASSIGNMENT OF ERROR NO. 6':  
14 THE TRIAL COURT POSSESSES NEITHER SUBJECT  
15 MATTER NOR PERSONAL JURISDICTION OVER  
APPELLANT AND THE LAND; HAS NO STANDING;  
NO PROPER VENUE IN THURSTON COUNTY

16 According to the original Land Patent [see copy of certified copy in *CP, p.*  
17 *120*], [see *CP p.48-49, 118-122*] it includes the very land in this dispute.

18 This land patent had been issued by the President of the united States of  
19 America, Chester A. Arthur, quote: "***TO HAVE AND TO HOLD the said***  
20 ***tract of land with the appurtenance thereof with the said BENJAMIN***  
21 ***BENSON and to his heirs and assigns forever.***"

22 ["forever: adverb 1 (also for ever) for all future time. 2 a very long time. 3  
23 continually. *Dictionary to Word Perfect (Corel)*"]

24 The Trial Court has no subject matter jurisdiction over a land patent issued

25

1 to Benjamin Benson, his heirs and assigns *forever*.

2 See:

3 [“Patents are issued (and theoretically passed) between sovereigns and  
4 deeds are executed by persons and private corporations without those  
5 sovereign powers.” **Leading Fighter v. County of Gregory**, 230 n.w.  
6 2d114, 116 (1975).]

7 [“The land patent is the highest evidence of title and is immune from  
8 collateral attack” **Raestle v. Whitson**, 582p. 2d 170, 172 (1978).]

9 [“I affirm that a patent is unimpeachable at law, except, perhaps, when it  
10 appears on its own face to be void; and the authorities on this point are so  
11 uniform and unbroken in the courts, federal and state, that little else will  
12 be necessary beyond a reference to them.” **Hooper et. Al. v. Scheimer**, 64  
13 US (23 how.) 235 (1859).]

14 [“A patent when attacked incidentally, cannot be declared void, unless it  
15 be produced by fraud, or is void on its face, or has been declared void by  
16 law. A patent cannot be avoided at law in a collateral proceeding unless it  
17 is declared void by statute, or its nullity indicated by some equally explicit  
18 statutory denunciations. Once perfect on its face it is not to be avoided, in  
19 a trial at law, by anything save an elder patent. It is not to be affected by  
20 evidence or circumstances which might show that the impeaching party  
21 might prevail in a court of equity. *A patent is evidence, in a court of law,  
22 of the regularity of all previous steps to it, and no facts behind it can be  
23 investigated.* A patent cannot be collaterally avoided at law, even for  
24 fraud. A patent, being superior title, must of course, prevail over colors of  
25 title; nor is it proper for any dray state legislation to give such titles, which  
are only equitable in nature with a recognized legal status in equity courts,  
precedence over the legal title in a court of law.” **ID**, at 242, 243, 245,  
246.

[“Legal title to property is contingent upon the patent issuing from the  
government.” **Sabo v. Horvath**, 559 p. 2d 1038, 1040 (aka. 1976).]

[“Issuance of a government patent granting title to the land is ‘the most  
accredited type of conveyance known to our law’.” **United States v.  
Creek Nation**, 295 U.S. 103, 111 (1935); **United States v. Cherokee  
Nation**, 474 f. 2d 628, 634 (1973).]

[“A patent, once issued, is the highest evidence of title, and is final  
determination of the existence of all facts,” **Walton v. United States**, 415  
f2d 121, 123 (10th Cir. 1969).]

“A patent to land is the highest evidence of title and may not be  
collaterally attacked.” **State v. Crawford**, 441 p2d 586, 590 (Ariz. app.  
1968).

“The land patent is the highest evidence of title and is immune from  
collateral attack.” **Raestle v. Whitson**, 582 p.2d 170, 172 (1978).

“The patent is the fee simple,” **Squire v. Capoeman**, 351 U.S. 1, 6  
(1956).

1 “It is the largest estate in land that the law will recognize, a fee simple  
estate still exists even though the property is mortgaged or encumbered”  
2 **Huges v. Miller’s Mutual Fire Insurance Co.**, 246, s.w. 23 (1923).

3 **Hafer v. Melo, 90 681 U.S. (1991)** held that under title 42 United States  
Code, sec. 1983 suits “every person who, under color of any statute,  
4 ordinance, regulation, custom, or usage, of any state subjects, or causes to  
be subjected, any citizen of the United States or other person within the  
5 jurisdiction thereof to the deprivation of any rights, privileges, or  
immunities secured by the constitution and laws, shall be liable to the  
6 party injured.”

7 [Also see *Title 18 USC, sec. 241*]

8 *Revised code of Washington 4217.250* delineates [Appellants’] status as  
‘sovereigns’ and principles’ and the official’s as ‘servant’ and ‘agent’.]

9 Technically speaking, if there would be any lawful and legal claim to the  
10 property with a lawfully executed note and deed (as a debt having actually  
11 occurred between two parties and thus owed) - it is the ‘property’ and not  
12 the land that can be claimed. And given the accrued secured interest [CP  
13 p.55,56; [CP p. 332-359][also see *OB p.10*] an attempt to reach  
14 agreement between the parties would have been the first step of  
15 negotiations, followed by jury trial should none have been reached.

16 However, with the exceedingly greedy and successful abuse of a distorted  
17 legal system (no banker has been sent to prison yet), there is no need to  
18 worry about justice being served.

19 Sad to say that the struggles of the Appellant to not only  
20 comprehend what has already been established to destroy the ‘land of the  
21 free’ but to also apply this initial knowingness in a biased court system  
22 ruled by attorneys (privately organized and being exceedingly present in  
23 all three branches of the government) do not have much chances of  
24 success.

1 However, whichever way we may look at the legal system in the united  
2 States of America - and court records such as this one locked away from  
3 the public in fear of revealing too much to the plebs - the Appellant  
4 believes that only by standing up to ones unalienable rights (also hopes  
5 and beliefs into 'justice', however unpopular that may be), it will help to  
6 protect 'a free society habitat' from destruction, and the 'human' living in  
7 it from extinction; against all odds. May the dreams of the forefathers  
8 finally come true in a land of the free. The Declaration of Independence,  
9 the Constitution and its Amendments will have to be recognized and (re)-  
10 established similarly to the 'Endangered Species Act' and implemented  
11 accordingly. Thus the land (granted forever) will have to be recognized as  
12 the natural habitat for the endangered species, the 'citizen of the united  
13 States of America'.

14 As we all have seen again and again, recognition of the cause ('the root of  
15 evil') is the first step to finding a resolution in the end. In the context of  
16 the stealing of the lands a Herculean task indeed. How good to know that  
17 in Hercules' time it was achieved by one single 'god-man'! One  
18 'sovereign' being, in other words. There is still hope.

19

20 4.7. TO 'G. RESPONSE TO ASSIGNMENT OF ERROR NO. 7':  
21 THERE IS A GENUINE CONFLICT OF INTEREST

22 As has been shown, counsel for Respondent at no time intervned as being  
23 the allegedly assigned trustee, to endeavor just assessment of the real  
24 estate it was allegedly authorized to auction off in a non-judicial

25

1 foreclosure procedure. Since the original land - as part of a land patent  
2 issued forever, as shown above (p.18-20) - had also been divided different-  
3 ly into two property parcels according to Thurston County records, the  
4 non-judicial foreclosure included more land than was necessary to satisfy  
5 the alleged obligation with an auction price of 162,001.00. It would have  
6 been adequate (for auction purposes and for the sake of 'justice' or  
7 argument), for the alleged non-judicial foreclosure (if being lawful and  
8 legal) to be backed with five acres rather than 20. A trustee having the  
9 interest of both parties in mind would have intervened in the name of  
10 orderly distribution of assets as claimed..

11 To spell it out again, ..if the procedures were lawful or legal in the first  
12 place by securing a loan actually issued by the Respondent and its  
13 predecessors. Thus there was irreparable harm being instigated by the very  
14 trustee, ignoring first and foremost that the satisfaction of a note cannot be  
15 in its original value, but only in the alleged value still owed as collateral  
16 for the holder in due course.

17         Since the note by itself was redeemed for legal tender then being  
18 used to create new money at no cost to the bank(s), this discussion is of  
19 course moot and the trustee does nothing else than assist in stealing  
20 someone's land under the ruse of legal action.

21 No wonder then that the details do not matter at all - stealing is stealing,  
22 after all. And legal theft is still theft.

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**II CONCLUSION**

**1. REPLY TO ‘V CONCLUSION’**

Based on Appellants opening brief and his Reply brief the conclusion in Appellants opening brief stands.

- There is genuine doubt, at minimum,
- regarding motivation to filing and execution of the Complaint with its
- Summary Judgment based on a non-judicial foreclosure;
- regarding personal jurisdiction;
- regarding subject matter jurisdiction;
- regarding Respondent’s standing;
- regarding the holder in due course of a fraudulent promissory note;
- regarding the assessment of value of the property;
- regarding the bias of the trustee as prosecutor - and for any other reasons
- the Appellate Court may deem just and enforceable,

The Appellant respectfully requests this Court to reverse the Trial Courts Summary Judgment, with prejudice;

- to hold Appellant harmless of the non-judicial foreclosure proceedings;
- to have the Respondent carry all costs for all its actions including third party services, lawyer fees;
- to hold the Appellant harmless of further claims on behalf of Respondent, its affiliates and assigns, and have the court assess just and adequate reimbursement for time and money invested by Appellant in this matter;
- and any other relief the Court sees just and fit to resolve this matter.

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Dated this 6th day of September, 2013

Without Prejudice, UCC 1-308  
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...By:   
Amas Canzoni, sui juris, natural person

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IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON  
DIVISION II

COLUMBIA STATE BANK,  
  
Plaintiff / Respondent  
  
vs.  
  
Tanana Canzoni, Estate of;  
Amas Canzoni,  
  
Defendant(s) / Appellant(s)

No. 44336-8-II  
No. 12-2-00474-6  
BY *[Signature]*  
REPUTY

CERTIFICATE OF SERVICE

APPELLANT'S  
REPLY BRIEF

Certificate of Service

APPELLANT'S REPLY BRIEF  
Certificate of Service

I hereby certify under penalty of perjury that I have this day

- mailed the original and one true copy of the foregoing documents upon the Court of Appeals, Division II, by USPS mail, postage prepaid, to the following address:  
Court of Appeals of Washington State, Division II  
950 Broadway Ste 300  
Tacoma, WA 98402-3694
- mailed a true copy of the foregoing documents, upon the party of record in this proceeding, by USPS mail, postage prepaid, to alleged Counsel for Respondent/Plaintiff COLUMBIA STATE BANK:  
EISENHOWER & CARLSON, PLLC, attn. Darren R. Krattli  
1200 Wells Fargo Plaza, 1201 Pacific Avenue  
Tacoma, WA 98402

Dated this 9th day of September, 2013

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..By: *[Signature]*  
Amas Canzoni, Appellant/Defendant  
Natural person, living being

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Phone # 360-888-4730 (leave message)