NOT RECOMMENDED FOR PUBLICATION
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No. 21-6064

UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

FILED
Oct 06, 2022
DEBORAH S. HUNT, Clerk

UNITED STATES OF AMERICA, Plaintiff-Appellee, v. TERRY L. BENSON, Defendant-Appellant.	ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TENNESSEE OPINION

Before: SILER, NALBANDIAN, and READLER, Circuit Judges.

PER CURIAM. A jury convicted Terry L. Benson of mail fraud, theft of government funds, and passing a fictitious instrument, based on a scheme in which Benson sent the Internal Revenue Service fraudulent money orders that exceeded his tax debt enough that the IRS issued him corresponding refund checks. Now, Benson challenges the sufficiency of the evidence to support his convictions. Because the Government presented sufficient evidence to support Benson's convictions, we **AFFIRM**.

I.

A grand jury indicted Benson on three counts: theft of government funds in violation of 18 U.S.C. § 641, mail fraud in violation of 18 U.S.C. § 1341, and passing a fictitious instrument in violation of 18 U.S.C. § 514(a)(2). Benson waived his right to counsel and represented himself at trial.

At trial, the government presented evidence that the IRS received in the mail a document purporting to be a money order payable to the United States Department of the Treasury for just

over $393,000. The purported money order said "Tax Account Settlement Payment" in the memo line and listed the payer as "Terry Lawrence Benson Irrevocable Trust" with the address of 3943 Pippin Street, Memphis, Tennessee—where Benson's mother lived. After applying the purported payment to Benson's outstanding balance, the IRS mailed a refund check for $297,311.32 to Benson at the 3943 Pippin Street address.

An individual later presented that refund check to Morgan Stanley to open an individual brokerage account in Benson's name. Rosalind Odell, a business service manager with Morgan Stanley, testified that Morgan Stanley closed the account because of concerns about its suspicious nature and returned the funds to an individual, who picked up the check in person. Odell was "somewhat" able to identify Benson in court as the individual who picked up the check because "Mr. Benson appears to be wearing, I think, the same jewelry, same complexion, same demeanor [as the man who picked up the check]." (R. 203, PageID 1353).

The check from Morgan Stanley payable to Benson for about $297,000 was then used to open a checking account at Regions Bank in Benson's name and with the 3943 Pippin Street address. According to the testimony of Kimberly Townsley from Regions Bank and other evidence, an individual transferred funds from that account into another account at Regions Bank and used those accounts to make payments for various purchases, including the use of a cashier's check in the amount of about $72,000 to buy a mobile home located at 92 Hillview Road, Senatobia, Mississippi. Benson later submitted an affidavit to the IRS claiming to be a victim of identity theft. That affidavit listed his current mailing address as the 92 Hillview Road address.

The IRS later received another document purporting to be a money order payable to the "United States Treasury Internal Revenue Service" for $1.3 million. The purported money order

listed the payer as "Terry Lawrence Benson Bey Trust," included Benson's social security number, and was submitted along with documents using the 3943 Pippin Street address.

After the government presented its case, Benson moved for a judgment of acquittal under Federal Rule of Criminal Procedure 29, which the district court denied. Then, the jury convicted Benson on all three counts. Benson received a sentence of 46 months of imprisonment, two years of supervised release, and an order of restitution of about $240,000 to the IRS. Benson timely appealed.

II.

We review de novo the district court's denial of Benson's motion for judgment of acquittal. *See United States v. Howard*, 947 F.3d 936, 947 (6th Cir. 2020). In reviewing the district court's decision, we must view "the evidence in the light most favorable to the prosecution . . . ." *United States v. Cunningham*, 679 F.3d 355, 370 (6th Cir. 2012) (quoting *Jackson v. Virginia*, 443 U.S. 307, 319 (1979)). And, if "*any* rational trier of fact could have found the essential elements of the crime beyond a reasonable doubt," we must affirm the district court's decision. *Id.* (quoting *Jackson*, 443 U.S. at 319). We are not the jury and may not reweigh evidence or insert our judgment in place of the jury's. *United States v. Ward*, 957 F.3d 691, 695–96 (6th Cir. 2020). And in evaluating only the government's presentation, we note that "[c]ircumstantial evidence alone" can sustain a conviction. *Howard*, 947 F.3d at 947 (quoting *United States v. Lowe*, 795 F.3d 519, 522–23 (6th Cir. 2015)).

Benson's main contention is that the government did not present sufficient evidence on his identity. Benson is not contesting that the IRS was defrauded. He is only arguing that the government didn't present enough evidence that he was the one who did the defrauding. So, Benson's argument goes, because no rational juror could have found beyond a reasonable doubt

that Benson was the one who defrauded the IRS, the district court should have granted his motion for judgment of acquittal.

Of course, "the government must prove beyond a reasonable doubt" that the "defendant [is] the person who perpetrated the crime charged." *United States v. Shanklin*, 924 F.3d 905, 917 (6th Cir. 2019) (internal citation omitted). But it's also true that "circumstantial evidence may support the identification of the defendant," so "the government need not present direct, in-court identifications of the defendant." *Id.* at 917–18.

Viewing the evidence in the light most favorable to the government, we conclude that there was sufficient evidence for a rational trier of fact to find beyond a reasonable doubt that Benson committed these crimes. On top of Odell's in-court identification of Benson as the person who picked up the check from Morgan Stanley, the evidence showed that the individual who committed the crimes used the 3943 Pippin Street address—Benson's mother's residence—to submit the phony money orders and other documents to the IRS and to open accounts at Regions Bank. With the funds obtained from the IRS and placed into accounts at Regions Bank, the individual bought a mobile home located at 92 Hillview Road—the same address that Benson listed in the identity-theft affidavit that he submitted to the IRS. Benson has failed to show that the district court erred in denying his motion for a judgment of acquittal. This evidence, taken together, is sufficient to allow a rational trier of fact to find Benson guilty beyond a reasonable doubt. *See Cunningham*, 679 F.3d at 370.

Accordingly, we **AFFIRM** the district court's judgment.

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

No. 21-6064

UNITED STATES OF AMERICA,

Plaintiff - Appellee,

v.

TERRY L. BENSON,

Defendant - Appellant.

FILED
Oct 06, 2022
DEBORAH S. HUNT, Clerk

Before: SILER, NALBANDIAN, and READLER, Circuit Judges.

JUDGMENT

On Appeal from the United States District Court
for the Western District of Tennessee at Memphis.

THIS CAUSE was heard on the record from the district court and was submitted on the briefs without oral argument.

IN CONSIDERATION THEREOF, it is ORDERED that the judgment of the district court is AFFIRMED.

ENTERED BY ORDER OF THE COURT

Deborah S. Hunt, Clerk

No. _____

IN THE

SUPREME COURT OF THE UNITED STATES

Terry Benson-Bey
DBA, TERRY LAWRENCE BENSON, Estate

PETITIONER

VS.

UNITED STATES OF AMERICA
U.S. ATTORNEY OFFICE

RESPONDENT(S)

ADDENDEM TO PETITION FOR WRIT OF CERTIORARI IN FORM OF AN

REBUTTAL AFFIDAVIT OF TRUTH

PER CURIAM IN SUA SPONTE , The statements in this Affidavit are oncourt record and are meant to allow the Supreme court to know all the information as clear as possible.

at the end of this Affidavit will an Affidavit to show evidence of fraud by the respondent(s) have shown.

Rebuttal of Section I. Writ of Mandamus on record and Filed Mis-Trail on court clerk record.

Rebuttal section II. on record with the District court Tennessee of U.S.C. 28 Agrivated Identity theft.

Evidence by U.S. Attorney Office all hearsay evidence and not without a reasonable doubt.

The UNITED STATES COURT OF APPEALS COURT ISSUED AN OPINION which by definition means, to think, akin to optare, to select, desire belief not based on absolute certainty or positive knowledge but on what seems true, valid, or probable to one's own mind; judgment an evaluation, impression, or estimation of the quality or worth of a person or thing; the formal judgment of an expert on a matter in which advice is sought, while it remains open to dispute, seems true or probable to one' own mind.

Now in this Affidavit of Truth Rebuttal the 14 page from an expert lawyer Mr. Walker F. Todd

"AFFIDAVIT"

"Now comes the Affiant, Walker F. Todd, a citizen of the United States and the State of Ohio over the age 21 years, and declares as follows, under the penalty of perjury:

1. That I am familiar with the Promissory Not and Disbursment Request and Authorization, dated November 23, 1999, together sometimes referred to in other documents filed by Defendants in this case as the "alleged agreement" between Defendants and Plaintiff but called the "Note" in this Affidavit. If called as a witness, I would testify as stated herein. I make this Affidavit based on my own personal knowlege of the legal, economic, and historical priciples stated herein, except that I have relied entirely on documents provided to me, including the Note regarding certain facts at issue in this case of which I previously had no direct and personal knowledge. I am making this Affidavit based on my experience and expertise as an attorney, economist reseach writer, and teacher. I am competent to make the following statements.

PROFESSIONAL BACKGROUND QUALIFICATIONS

2. My qualifications as an expert witness in monetary and banking instruments are as follows. For 20 years, I worked as an Attorney and legal officer for the legal departments of the Federal Reserve Banks of New York and Clevland, among other things, I was assigneddresponsibilty for questions involving both novel and routine notes, bonds. bankers' acceptances, securities, and other financial instruments in connection with my work for the Reserve banks' discount windows and parts of the open market trading desk function in New York. In addition, for nine years, I worked as an economic reseach officer at the Federal Reserve **Bank of Clevland.** I became one of the Federal Reserve System's recognized experts on the legal history of central banking and the pledging of notes, bonds, and other financial instruments at the discount window to enable the Federal Reserve to make advances of credit that became or could become money. I also have read extensively treatises on the legal and financial history of money and banking and have published several articles covering all of the subjects just mentioned. I have served as an expert witness in several trials involving banking pratices and monetary instruments. A summary biographical sketch and resume including further details of my work experience, readings, publications, and education will be tendered to Defendants and may be made availiable to the Court and to Plaintiff's counsel upon request.

GENERALLY ACCEPTED PRINCIPLES

3. Banks are required to adhere to Generally Accepted Accounting Principles (GAAP). GAAP follows an accounting convention that lies at the heart of double-entry book-keeping system called the Matching Principle. This principle works as follows: When a bank accepts bullion, coin, currency, checks checks, drafts, promissory notes, or any other similar instruments (hereinafter "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. The liabilities represent the amounts that the bank owes the customers, funds accepted from customers. In a fractional reserve banking system like the United States banking system, most funds advance 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.

RELEVANCE OF SUBTLE DISTINCTIONS ABOUT TYPES OF MONEY

4. From my study of historical and economic writing on the subject, I conclude that a common misconception about the nature of money unfortunately has been perpetuated in the U.S. monetary and banking systems, especially since the 1930s.

In classical economic theory, once economic exchange has moved beyond the barter stage, there are two types of money: money of exchange and money of account.. For nearly 300 years in both Europe and the United States, confusion about the distinctivness of these two concepts has led to persistant attempts to treat in a fractional reserve banking system, a comparatively small amount of money of exchange (e.g., gold, silver, and offical currency notes) may support vastly larger quanity 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. Against this background, I conclude that the Note, despite some language about "lawful money" explained below, clearly contemplates both disbursment of funds and eventual repayment or settlement in money of account (that is, money of exchange would be welcome but is not required to repay or settle the Note). The factual basis of this conclusion is the reference in the Disbursment Request and Authorization to repayment $95,905.16 to Michigan National Bank from proceeds of the Note. That was an exchange of the credit of Bank One (Plaintiff) for credit and previously extended to Defendants by Michigan National Bank. Also, there is no reason to believe that Plaintiff would refuse a substitution of the credit of another bank or banker as complete payment of the defendants' repayment obligation under the Note. This is a case about exchanges of money of account (credit), not about exchanges of money of exchange (lawful money or even legal tender).

5. Ironically, the Note explicity refers to repayment in "lawful money of the United States of America" (see "Promise to Pay" clause). Traditionally and legally, Congress defines the phrase "lawful money" for the United States. Lawful money was the form of money of exchange that the federal government (or any state) could be required by statue to recieve in payment of taxes or other debts. Traditionally, as defined by Congress, lawful money only included gold, silver, and currency notes redeemable for gold or silver on demand. In a banking law context, lawful money was only those forms of money of exchange (the forms just mentioned, plus U.S. bonds and notes redeemable for gold) that constitutes the reserves of a national bank prior to 1913 (date of creation of the Federal Reserve Banks).

See, Lawful Money, Webster's New International Dictionary (2d ed. 1950).

In light of these facts, I conclude that Plaintiff and Defendants exchanged reciprical credits involving money of acoount and not money of exchange; no lawful money was or probably was or probably ever would be disbursed by either side in the covered transactions. This conclusion also is consistent with the book-keeping entries that underlie the loan account in dispute in the present case. Moreover, it is puzzling why Plaintiff would retain the archaic language, " "lawful money of the United States of America," in its otherwise modern-seeming Note. It is possible that this language is merely a legacy from the pre-1933 era. Modern credit agreements might include repayment language such as, "The repayment obligation under this agreement shall continue until payment is recieved in fully finally collected funds," which avoiods the entire question of "In what form of money or credit is the repayment obligation due?"

6. Legal tender, a related concept but one that is economically inferior to lawful money because it allows payment in instruments that cannot be redeemed for gold or silver on demand, has been the form of money of exchange commonly used in the United States since 1933, when domestic private gold transactions were suspended (until 1974). Basically, legal tender is whatever the government says that it is. The most common form of legal tender today is Federal Reserve notes, which by law cannot be redeemed for gold since 1934 or, since 1964, for silver, See,31 U.S.C. Sections 5103, 5118(b), and 5119(a). Note: I question the statement that fed reserved notes cannot be redeemed for silver since 1964.
It was Johnson who declared on 15 March 1967 that after 15 June 1967 that Fed Res Notes would not be exchanged for silver and the pratice did stop on 15 June 1967 not 1964. I believe this to be error in the text of the author's affidavit.

7. Legal tender under the Uniform Commercial Code (U.C.C.), Section 1-201(24) (Official Comment), is a concept that sometimes surfaces in cases of this nature. The referenced Official Comment notes that the definition of money is not limited to legal tender under the U.C.C. Money is defined in Section 1-201(24) as "a medium of exchange authorized or adopted by a domestic or foreign government and includes a monetary unit of account established by an intergovernment organization or by agreement between two or more nations." The relevant Official Comment states that "The test adopted is that of sanction of goverment, whether by authorization before issue or adoption afterward, which recognizes the circulating medium as a part of the official currency of that government. The narrow view that money is limited to legal tender is rejected." Thus, I conclude that the U.C.C. tends to validate the classical theoretical view of money.

HOW BANKS BEGAN TO LEND THEIR OWN CREDIT INSTEAD OF REAL MONEY

8. In my opinion, the best sources of information on the origins and use of credit as money are in Alfred Marshall, MONEY, CREDIT & COMMERCE 249-251(1929) and Charles P. Kindleberger, A FINANCIAL HISTORY OF WESTERN EUROPE 50-53(1984). A synthesis of these sources, as applied to the facts of the present case, is as follows: As commercial banks and discount houses (private bankers) became established in parts of Eurpoe (especially Great Britain) and north America, by the mid-nineteenth century they commonly made loans to borrowers by extending their own credit to the borrowers or, at the borrowers' discrection, to third parties. The typical form of such extensions of credit was drafts or bills of exchange drawn upon themselves (claims on the credit of drawees) instead of disbursements of bullion, coin, or other forms of money. In transactions with third parties, these drafts and bills came to serve most of the ordinary functions of money. The third parties had to determine for themselves whether such "credit money" had value and, if so how much.

The Federal Reserve Act of 1913 was drafted with this model of the commercial economy in minddand provided at least two mechanisms (the discount window and the open-market trading desk) by which certain types of bankers' credits could be exchanged for Federal Reserved credits, which turn could be withdrawn in lawful money. Credit at the Federal Reserve eventually became the principal form of monetary reserves of the commercial banking system, especially after the suspension of domestic transactions in gold in 1933. Thus, credit money is not alien to the current official monetary system; it is just rarely as a device for the creation of Federal Reserve credit that, in turn, in the form of either Federal Reserve notes or banks' deposits at Federal reserve Banks, functions as money in the current monetary system. In fact, a means by which the Federal Reserve expands the money supply, loosely defined, is to set banks' reservedrequirments (currently, usually ten percent of demand liabilities) at levels that would encourage banks to extend new credit to borrowers on their own books that third parties would have to present to the same banks for redemption, thus leading to an expansion of bank-created credit money. In the modern economy, many non-bank providers of credit also extend book credit to their customers without previously setting aside an equivalent amount of monetary reserves (credit card line of credit access checks issued by non-banks are a good example of this type of credit), which also causes expansion of the aggregate quantity of credit money. The discussion of money taken from Federal Reserve and other modern sources in paragraphs 11 et seq. is consistent with the account of the origins of the use of bank credit as money in this paragraph.

ADVANCES OF BANK CREDIT AS THE EQUIVALENT OF MONEY

9. Plaintiff apparently asserts that the Defendants signed a promise to pay, such as a note(s) or credit application (collectively, the "Note'). in exchange for the Plaintiff's advance of funds, credit, or some type of money to or on behalf of Defendant. However, the book-keeping entries required by application of GAAP and the Federal Reserve's own writings should trigger close scrutiny of Plaintiff's apparent assertions that it identifies funds, credit, or money to or on behalf of Defendants, thereby causing them to owe the Plaintiff $400,000. According to the book-keeping entries shown or otherwise described to me and application of GAAP, the Defendants allegedly were to tender some form of money ("lawful money of the United States of America" is the type of money explicity called for the Note), securities or other capital equivalent to money, funds, credit, or something else of value in exchange (money of exchange, loosely defined), collectively referred to herein as "money", to repay what the Plaintiff claims was the money lent to the Defendants. It is not an unreasonable arguement to state that Plaintiff apparently changed the economic substance of the transaction from contemplated in the credit application form, agreement, note(s), or other simular instrument(s) that the Defendants executed, thereby changing the costs and risks to the Defendants. At most, the Plaintiff extended its own credit (money of account), but the Defendants were required to repay in money (money of exchange, and lawful money at that), which creates at least the interference of inequality of obligations on the two sides of the transaction (money, including lawful money, is to be exchanged for bank credit).

MODERN AUTHORITIES ON MONEY

10. To understand what occurred between Plaintiff and Defendants concerning alleged loan of money or , more accurately, credit, it is helpful to review a modern Federal Reserve description of a bank's lending process. See, David H. Friedman, MONEY AND BANKING (4th ed. 1984)(apparently introduced into this case): "The commercial bank lending process is simular to that of a thrift in thatthe receipt of cash from depositors increases both its assets and its deposit liabilities, which enables it to make additional loans and investments...When a commercialbbank makes a business loan, it accepts as an asset the borrower's debt obligation (the promise to repay) and creates a liabilty on its books in the form of a demand deposit in the amount of the loan."(Consumer loans are funded similarly.) Therefore, the banks original book-keeping entry should show an increase in the amount of the asset credited on the asset side of its books and corresponding increase equal to the value of the asset on the liabilty side of its books. This would show that the bank received the customer's signed promise to repay as an asset, thus monetizing the customer's signature and creating on its books a liabilty in the form of a demand deposit or other demand liabilty of the bank. The bank then usually would hold this demand deposit in a transaction account on behalf of the customer. Instead of the bank lending its money or other assets to the customer, as the customerrreasonably might believe from the face of the Note, the bank created funds for the customer's transaction account without the customer's permission, authorization or knowledge and delivered the credit on its own books representing those funds to the customer, meanwhile alleging that the bank lent the customer money.

If Plaintiff's response to this line of argument is to the effect that it acknowledges that it lent credit or issued credit instead of money, one might refer to Thomas P. Fitch, BARRON"S BUSINESS GUIDE DICTIONARY OF BANKING TERMS, "Credit banking,"3"Book-keeping entry representing a deposit of funds into an account."

"But Paintiffs loan agreement apparently avoids claiming that the bank actually lent the Defendants money. They apparently state in the agreement that the Defendants are obligated to repay Plaintiff principal and interest for the "Valuable consideration (money) the bank gave the customer (borrower)." The loan agreement and Note apparently still delete any reference to the bank's receipt of actual cash value from the Defendants and exchange of that receipt for actual cash value that the Plaintiff banker returned.

12. According to the Federal Reserve Bank of New York, money is anything that has value that banks and people accept as money; money does not have to be issued by the government. For example, David H. Friedman, I BET YOU THOUGHT...9, Federal Reserve Bank of New York (4th ed. 1984)(apparently already introduced into this case), explains that banks create new money by depositing IOUs, promissorynotes, offset by bank liabilities called checking account balances. Page 5 says, "MOney doesn't have to be intrisically valuable, be issued by government, or be in any special form..."

13. The publication, Anne Marie L. Gonczy, MODERN MONEY MECHANICS 7-33, Federal Reserve Bank of Chicago (rev. ed. June 1992)(apparently already introduced into this case), contains standard book-keeping entries demostrating that money ordinarily is recorded as a bank asset, while a bank liabilty is evidence of money that a bank owes. The book-keeping entries tend to prove that banks accept cash, checks, drafts, and promissort notes/credit agreements (assets) as money deposited to create credit or checkbook money that are bank liabilities, which shows that, absent any right or setoff, banks owe money to persons who deposit money.

Cash (money of exchange) is money, and credit or promissory notes (money of account) become money when banks deposit promissory notes with the intent of treating them like deposits of cash. See, 12 U.S.C. Section 1813(I)(1) (definition of "depoosit" under Federal Deposit Insurance Act).

The Plaintiff acts in the capacity of a lending or banking institution, and the newly issued credit or money is similar or equivalent to a promissory note, which may be treated as a deposit of money when received by a lending bank.. Federal Reserve Bank of Dallas publications MONEY AND BANKING, page 11, explains that when banks grant loans, they create new money. The new money is created because a new "loan becomes a deposit, just like a paycheck does." MODERN MONEY MECHANICS, page 6, says, "What they [banks] do when they make loans is to accept promissory notes in exchange for credits to the borrowers' transactions accounts." The next sentence on the same page explains that the banks' assets and liabilities increase by the amount of the loans.

COMMENTARY AND SUMMARY OF ARGUMENT

14. Plaintiff apparently accepted the Defendants' Note and credit application (money of account) in exchange for its own credit (also money of account) in exchange for its own credit and deposited thatcredit into an account with De with the Defendants name on the accouont, as well as apparently issuing its own credit for $95,905.16 to Michigan National Bank for the account of the Defendants. One reasonably might argue that the Plaintiff recorded the Note or credit application as a loan (money of account) from the Defendants to the Plaintiff and that the pLaintiff then became the borrower of an equivalent amount of money of account from the Defendants.

15. The Plaintiff in fact never lent any of its own pre-existing money, credit, or assets as consideration to purchase the Note or credit agreement from the Defendants. (Robertson Notes: I add that when the bank does the forgoing, then in that event, there is an utter failure of consideration for the "loan contract"..) When the Plaintiff depostied the Defendants' $400,000 of newly issued credit into an account, the Plaintiff created from $360,000 to 400,000 of new money (the nominal principal amount less up to ten% or $40,000 of reserves that the Federal Reserve would require against a demand deposit of this size). The Plaintiff received $400,000 of credit of money of account from the Defendants as an asset. GAAP ordinarily would require that the PLaintiff record a liability accouont, crediting the Defendants' deposit account, showing that the Plaintiff owes $400,000 of money to the Defendants, just as if the Defendants were to depoosit cash or a payroll check into their account.

16. The following appears to be a disputed fact in this case about which I have insufficient information on which to form a conclusion I infer that it is alleged that Plaintiff refused to lend the Defendants Plaintiff's own money or assets and recorded a $400,000 laom from the Defendants to the Plaintiff, which arguably was a $400,000 deposit of money of account by the Defendants, and then when the Plaintiff repaid the Defendants by paying its own credit (money of account) in the amount of $400,000 to third-party sellers of goods and services for the account of defendats, the Defendants were repaid their loan to Plaintiff, and the transaction was complete.

17. I do not have sufficient knowledge of the facts in thisdcase to form a conclusion on the following disputed points: None of the material facts are disclosed in the credit application or Note or were advertised by Plaintiff to prove that the Defendants are the true lenders and the Plaintiff is the true borrower. The Plaintiff is trying to use the credit application form or the Note to persuade and deceive the Defendants into believing that the opposite occurred and that the Defendants were the borrower and not the lender. The following point is undisputed:
The Defendants' loan of their credit to plaintiff, when issued and paid from their deposit or credit account at PLaintiff, became money in the federal Reserve System (subject to a reduction of up to ten percent for reserve requirements) as the newly issued credit was paid pursuant to written orders, including checks and wire transfers, to sellers of goods and services for the account of Defendants.

CONCLUSION

18. Based on the foregoing, Plaintiff is using the Defendant's Note for its own purposes, and it remains to be proven whether Plaintiff has incurred any financial loss or actual damages (I do not have sufficient information to form form a conclusion on this point). In any case, the inclusion of the "lawful money" language in the repayment clause of the Note is confusing at best and in fact may be misleading in the context described above.

AFFIRMATION

19. I hereby affirm that I prepared and have read this Affidavit and that I believe the foregoing statements in this Affidavit to be true. I hereby further affirm that the basis of these beliefs is either my own direct knowledge of the legal priciples and historical facts involved and with respect to which I hold myself out as an expert or statements made or documents provided to me by third parties whose veracity I reasonably assumed.

Further the Affiant sayeth naught.

At Chagrin Falls, Ohio

December 5, 2003 /s/ Walker F. Todd
WALKER F. TODD (Ohio Bar No. 0064539)

Expert witness for the Defendants
Walker F. Todd, Attorney at Law
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NOTARY VERIFICATION

at Chagrin Falls Ohio

December 5, 2003

On this day personally came before me the above-named Affiant, who proved his identity to me to mytśatisfaction, and he acknowledged his signature on this Affidavit in my presence and states that he did so with full understanding that he was subject to the penalties of perjury.

Notary Public of the State of Ohio

DECLARATION OF REBUTTAL
AFFIDAVIT

Comes now, Terry lawrence Benson-Bey; DBA TERRY LAWRENCE BENSON, Estate hereby Affirms the statements made in this Affidavit of Truth to be the addeddm added statement to Writ of Certiorai as facts of the case as seen on page 7 of the quoted Attorney Expert Walker F. Todd Uniform Commercial Code Section 1-204(24) in terms of simplicity this makes We the People the Creditors of our own account.

November 23, 2022

Executed by Declaration
28 U.S.C. Section1746
Notary

By: Terry-Lawrence:Benson-Bey

Terry Lawrence Benson-Bey
DBA,TERRY LAWRENCE BENSON, Estate
All Rights Reserved Without Recourse UCC1-208
Notary U.S.C. section 1746
Secured Party/Creditor

"FINAL NOTE"

The respondent(s) have thirty (30) days to answer point for point the Affidavit of Rebuttal and are granted thirty more days if needed at the court's descretion, if there is no answer or rebuttal point for point on the record the Affidavit will be recorded as law and un-rebutted by the respondent(s) and it will be on the record as Truth.

All points must be responded to including the quoted Affidavit of Walker F. Todd.