

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM BERKELY COUNTY  
Court of Common Pleas

Dale Van Slambrook, Master In Equity

Case No. 2015-CP-08-00965  
Appellate Case No. 2016-002234

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SC Court of Appeals

PrimeLending, A  
PlainsCapital Company

Respondent,

v.

Ronnell Demar Walker a/k/a  
Ronnell D. Walker; and South  
Pointe Homeowners  
Association, Defendants, Of  
whom Ronnell Demar Walker  
a/k/a Ronnell D. Walker is the  
Appellant

Appellant.

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**AFFIDAVIT FOR INJUNCTIVE RELIEF**

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Appellant Ronnell Demar Bey will respectfully move for expedited briefing and oral argument in the Above-captioned appeal. Fed. R. App. P. 27; D.C. Cir. Rule 27; 28 U.S.C. § 1657(a) (“[E]ach court of the United States shall expedite the consideration of any action for temporary or preliminary injunctive relief.”). EPIC v. Presidential Advisory Commission presents the type of extraordinary circumstances that justify expedited Consideration.

Further Appellant respectfully move this Court pursuant to Rule 65(a), 62 (b) and 54(b) for an injunction to enjoin and Stay Defendant PrimeLending A PlainsCapital Company., from enforcing the order made on October 18 2016 by Dale Van Slambrook (Master in Equity) during the pendency of this case. This Motion for Injunctive Relief is based on the fact that further action will cause I Ronnell Demar Bey Appellant Irreparable harm, the lack of jurisdiction stated

in the final brief and Rule 60 (b) (4) void Order relief's Complaint, the accompanying memorandum of law.

On April 17, 2015, PrimeLending A PlainsCapital Company sent documents alleging that I owed a debt for an alleged loan that I received from them, which The alleged loan documents Stated that they gave me Credit and contained No Lawful consideration or proof that shows I owed a Valid debt; *See, e.g., Franklin Credit Mgmt. Corp. v. Nicholas*, 73 Conn.App. 830, 812 A.2d 51, 57-58 (2002) ("In a mortgage foreclosure action, to make out its prima facie case, the foreclosing party had to prove by a preponderance of the evidence that it was the owner of the note and mortgage and that the [defendant] had defaulted on the note.") (internal quotations omitted) (internal citations omitted); *Campaign v. Barba*, 23 A.D.3d 327, 805 N.Y.S.2d 86, 86 (N.Y.App.Div. 2005) ("To establish a prima facie case in an action to foreclose a mortgage, the plaintiff must establish the existence of the mortgage and mortgage note, ownership of the mortgage, and the defendant's default in payment."); *In re Foreclosure of Real Prop. for \$143,600.00*, 156 N.C.App. 477,577 S.E.2d 398, 406 (2003) ("In a foreclosure proceeding, the lender bears the burden of proving that there was a valid debt, default, right to foreclose under power of sale, and notice."); 55 Am. Jur. 2d *Mortgages* § 604 ("[T]he burden of proof of any particular issue rests upon the party asserting the affirmative of that issue under the pleadings."); *cf. Paramount Fund, Inc. v. Cusaac*, 282 S.C. 497, 499, 319 S.E.2d 354, 355 (Ct.App. 1984) (holding the mortgagee has the burden of proving a disputed mortgage by the preponderance of the evidence).

1. I Ronnell Demar Bey Requested PrimeLending A PlainsCapital Company, through its Representatives or Assigns to Disclose and to produce the '**Original Promissory Note**' being lawful, legible and verifiable proof of evidence (*exposing the front and the back*) and marked with the Account Number, **2196000680**, with the clear signatures of the Lender(s) and all the evidence associated with the **Original Loan**, indicating the exchange of **Substance** or **Specie** alleged to have been issued from PrimeLending A PlainsCapital Company /Agency Representatives or Persons and physically given to the Borrower (Ronnell Demar Bey). As stated in the final brief and Void Order relief my Discovery was not fulfilled do to heavily redacted documentation(s)/Instrument(s) and The Master IN Equity abused his discretion upon an error of law.
2. I Ronnell Demar Bey Requested PrimeLending A PlainsCapital Company, through its Representatives or Assigns, to produce any and all **Title Records** '**Allonge**' or **Riders**; any '**Bills of Exchange**'; and any other '**Promissory Note(s)**' (*exposing the front(s) and the back(s)*) complete with any '**Affixations**' or '**Allocations**' attached to, or associated with, the Borrower's '**Original Promissory Note**' and used for '**Endorsements**'. As stated in the final brief and Void Order relief my Discovery was not fulfilled do to heavily redacted documentation(s)/Instrument(s) and The Master IN Equity Violated Procedural Due Process.
3. I Ronnell Demar Bey Requested PrimeLending A PlainsCapital Company, through its Representatives or Assigns, to produce and disclose all **Bookkeeping Journal Entries** associated with the alleged **Loan** given to the Borrower (Ronnell Demar Bey). Include all the complete names, the addresses, the locations, and the business contacts of all the acting

Trustee(s), Feoffers and / or the affirmed Surety Holders.

4. I Ronnell Demar Bey Requested PrimeLending A PlainsCapital Company, through its Representatives or Assigns, is hereby '**Requested**' to produce, disclose and reveal the '**Deed of Trust**' associated with the **Original Loan** and to reveal and disclose all other Notes related in any other way to the Borrower (Ronnell Demar Bey).
5. I Ronnell Demar Bey Requested PrimeLending A PlainsCapital Company, through its Representatives or Assigns, is hereby '**Requested**' to produce Evidence of the '**Insurance Policy**' that was constructed, associated with, or put in place on, or against, the Borrower's '**Promissory Note**' and associated with the **Loan** bearing the Account Number 2196000680.
6. I Ronnell Demar Bey Requested PrimeLending A PlainsCapital Company, through its Representatives or Assigns, is hereby '**Requested**' to produce all '**Call Reports**' and any other related '**Notes**' or instruments made or constructed for the entire period covering the **Loan**.
7. I Ronnell Demar Bey Requested PrimeLending A PlainsCapital Company, through its Representatives or Assigns, is hereby '**Requested**' to produce the documented evidence of the original '**Deposit Slip**' issued for the **Deposit** of the Borrower's '**Promissory Note**' and associated with the **Loan**.
8. I Ronnell Demar Bey Requested PrimeLending A PlainsCapital Company, through its Representatives or Assigns, is hereby '**Requested**' to produce the '**Original Order**' authorizing the withdrawal of **Funds** from the Borrower's '**Promissory Note**' Deposit Account.
9. I Ronnell Demar Bey Requested PrimeLending A PlainsCapital Company, through its Representatives or Assigns is hereby '**Requested**' to produce the '**Account Number**' and the Source from which the money came to '**Fund**' the original '**Check**' given to the '**Borrower**'.
10. I Ronnell Demar Bey Requested PrimeLending A PlainsCapital Company through its Representatives or Assigns is hereby '**Requested**' to produce '**Verification**' evidence, and proof that the Borrower's '**Promissory Note**' was a '**Gift**' to the '**Lender**' from the **Borrower**; and that the same was disclosed to the Borrower (Ronnell Demar Bey)
11. I Ronnell Demar Bey Requested PrimeLending A PlainsCapital Company through its Representatives or Assigns is hereby '**Requested**' to produce the full and complete '**Name(s)**' and the '**Address(s)**' of the current '**Holder(s)**' of the Borrower's '**Promissory Note**' associated with the alleged **Loan**.
12. I Ronnell Demar Bey Requested PrimeLending A PlainsCapital Company through its Representatives or Assigns is hereby '**Requested**' to produce and disclose the full and complete '**Name(s)**' and the '**Address(s)**' of the '**Lender's CPA**' and '**Auditor**'; or any other Holder or Record - Keeper for the entire period covering the **Execution** of the **Mortgage** or **Loan**.

**These Debt related Questions** stand firm as **'Lawful Evidence'** of the **Borrower's** exercising his **'due process'** rights to **Request, Discovery and Disclosure;** and establishes **'For The Record'** an honorable and **'Good Faith'** attempt on his part to clear up any flawed entries; any **insensate misrepresentations;** or any other mis-prints, mistakes, frauds, or **confusion** concerning his or her intent to make clear, unvarnished, and corrective **resolutions** in this **Loan or Mortgage Foreclosure** matter. This Request must be satisfied before accepting any vague assumptions; any other misrepresentations; any secondary contracts; and before the claimants taking any further actions.

### **History of Lawful Tender and Consideration**

AN ARTICLE ENTITLED "CONTRACTS PAYABLE IN GOLD", BY GEORGE CYRUS THORPE, SHOWING THE LEGAL EFFECT OF AGREEMENTS TO PAY IN GOLD

The court's view was that "paper promises" having been substituted for a national money consisting of gold and silver coins, those metals had disappeared as current money and no longer possessed the functions of national instruments of exchange, becoming merely articles of commerce, having the same characteristics and being liable to the same legal disposition as other articles of commerce when subject matter of contracts. (*Bank of Commonwealth v. Van Vleck* (1867) 49 Barb. 508.)

And a stipulation to pay rent "in American gold coin" could not be discharged by payment in legal tender notes of a nominally equal amount with the gold promised, unless it should happen that the notes were at par with American gold in the market. (*Myers v. Kauffman* (1868) 37 Ga. 600, 95 Amer. Dec. 367.)

A note given in August 1863 providing— Six months after date, without grace, for value received, I promise to pay to the order of A the sum of ----- dollars in gold coin of the standard value of 1860 of the United States of America, with interest at ----- . And if said principal and interest is not paid in gold coin, as above stated, then, for value received, I promise to pay to the order of said A, in addition thereto, and as damages, such further amount and percentage as may be equal to the difference in value at ----- market between such gold coin and paper evidence of indebtedness of the States or of the United States that are or may be hereafter made a legal tender in payment of debts by the laws of this State or of the United States --- was construed as manifesting a first intention of the payee to secure a payment I gold if such payment could be enforced lawfully; and, secondly, if that could not be done, payment in legal tender notes at their value (at the place stated in the note) when converted into gold. (*Lane v. Gluckauf* (1865) 28 Cal. 288, 87 Amer. Dec. 121.)

The plaintiffs, depositors in defendants' bank, alleged a banking custom in the District of Columbia of receiving gold and silver coin and money currency to be returned in kind, separate entries being kept as to the classes of money deposited, and balances maintained as to those classes; in February 1864, having a balance in coin, they drew checks for coin which the defendants refused to pay in coin; that coin at that time was worth \$1.57 in Treasury notes. Plaintiffs sought compensation in damages for injuries resulting by the defendants' refusal to pay the checks. Defendants plead: (1) That they did not promise as alleged, and (2) that, upon

presentation of the checks, they offered to pay in Treasury notes made legal tender in payment of debts by the act of February 25, 1862. The trial court excluded testimony offered to prove the alleged custom as to the difference in receiving and paying deposits in coin and paper money, and instructed the jury: If the jury find from the evidence that the defendants were bankers in 1861 and 1862 and that the coin mentioned in the declaration was deposited with said defendants as banker, to be paid in coin, said deposit created a debt from the defendants to the plaintiffs which could be discharged by payment or offer to pay the same in legal tender notes; and if the jury further find that said tender was made, the plaintiffs are not entitled to recover." In affirming judgment of the defendants, the Supreme Court said that the clear inference from the whole testimony was that the deposits were made without condition or special agreement of any kind, and that in such cases the law was well settled that the depositor parts with title to his money and loans it to the bank, and the transaction is not affected by the character of the money in which the deposit is made. The bank becomes liable for the amount of the debt, which can be discharged by such money payment as is by law a legal tender. (Thompson v. Riggs (1867), 5 Wall. 663, 18 L.Ed. 704.)

However, the court also said that contracts between a banker and his customers doubtless are required to be performed, and must be construed in the same way as contracts between other parties. When the banker specifically agrees to pay in bullion or in coin he must do so or answer in damages for its value; and so if one agrees to pay in depreciated paper the tender of that paper is a good tender, and in default of payment the promisee can recover only its market value and not its nominal value. (Same case.) All of these American decisions were rendered long before the enactment of the Parity Act of 1900, providing that – The dollar, consisting of 25.8 grains of gold nine-tenths fine shall be the standard unit of value, and all forms of money issued or coined by the United States shall be maintained at a parity of value with this standard, and it shall be the duty of the Secretary of the Treasury to maintain such parity. This has not been repealed.

I Ronnell Demar Bey and Family will and are damaged do to the irreparable Harm caused by the Inequity, wrongful Foreclosure, and Fraud caused by the false claims of The Respondent and their representation do to failüre to follow the proper Civil procedure 26 -37 never proving personal injury of a debt.

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

"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.

## Merits of the case

The bank advertises it loans' money. PrimeLending A PlainsCapital Company never said they never lent the Appellant Money, or other depositor's money in the original loan documents it specially states Credit (See Loan related instrument). Under the law of bankruptcy of a nation, the mortgage note acts like money. The bank makes it look like a loan but it is not. It is an exchange. Through these act it will cause I the Appellant to lose the Enjoyment of my constitutional right to my property protected by Article 1 Section 3 of South Carolina Constitutions and the 5th Amendment of the U.S. Constitution.

As is evidenced from the book "The Federal Reserve System, Its Purposes and Functions:" put out by the Board of Governors of the Federal Reserve System, Washington, D. C., 1963, and from other evidence adduced herein, the said Federal Reserve Banks and National Banks create money and credit upon their books and exercise the ultimate prerogative of expanding and reducing the supply of money or credit in the United States. To illustrate the admission of their activity, pages 74 through 78 are attached hereto as Pages 21, 22 & 23.

The Federal Reserve Bank must deposit with the Treasurer of the United States a like amount of Bonds for the Notes it receives. The Bonds are without lawful consideration, as the Federal Reserve Bank created the money and credit upon the books by which they acquired the Bond.

There is no lawful consideration therefore the Federal Reserve Notes in question in this case are unlawful and void upon the following grounds:

- A. Said Notes are fiat money, not redeemable in gold or silver coin upon their face, not backed by gold or silver, and the notes are in want of some real or substantial fund being provided for their payment in redemption. There is no mode provided for enforcing the payment of the same.
- B. There is no mode providing for the enforcement of the payment of the Notes in anything of value.
- C. The Notes are obviously not gold or silver coin.
- C. The sole consideration paid for the One Dollar Federal Reserve Notes is in the neighborhood of nine-tenths of one cent, and therefore, there is no lawful consideration behind said Notes.
- D. That said Federal Reserve Notes do not conform to Title 12, United States Code, Sections 411 and 418. Title 31 USC, Section 462, insofar as it attempts to make Federal Reserve Notes and circulating Notes of Federal Reserve Banks and National Banking Associations a legal tender for all debts, public and private, it is unconstitutional and void, being contrary to Article 1, Section 10, of the Constitution of the United States, which prohibits any State from making anything but gold or silver coin a tender, or impairing the obligation of contracts.

## Standing

1. In order to establish standing, three elements must be established. First, the party must have suffered an injury in fact--an invasion of a legally protected interest which is (a) concrete and particularized and (b) actual or imminent, not conjectural or hypothetical. Second, there must be a causal connection between the injury and the conduct complained of--the injury has to be fairly traceable to the challenged action of the adverse party and not the result of independent action of some third party not before the court. Third, it must be likely as opposed to merely speculative, that the injury will be redressed by a favorable decision. See *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 112 S.Ct. 2130, 2136, 119 L.Ed.2d 351 (1992); *Chambers Medical Technologies of*
2. SC Con Article 1 Section 3 the privileges and immunities of citizens of this State and of the United States under this Constitution shall not be abridged, nor shall any person be deprived of life, liberty, or property without due process of law, nor shall any person be denied the equal protection of the laws. (1970 (56) 2684; 1971 (57) 315.)

IN CONCLUSION, it is therefore Clear that a judgment and determination of this Court in my favor is in the best interest of the public do to constitutional principles, the Master IN Equity abused his discretion after the Respondent failed to prove a debt and that they were personally injured do a loss by the Appellant further to deter future actions of civil cases conducting fraud.

I Am: Ronnel Demar-Bey © TM  
Ronnel Demar-Bey  
C/o 412 Eastover Circle  
Summerville, South Carolina, near [29483]  
Zip Exempt/ Nonresident/ Non-Domestic/ Republic;  
Without the U.S. by order of *lex domicilii*  
(Al Moroc/ Amexem/ Washitaw Territory & Empire)

Certified Mail Number EE 451 940 136 US

The use of notary below is for identification only, and such use does NOT grant any jurisdiction to anyone.

Subscribed and sworn, without prejudice, and with all rights reserved.

Ronnell Demar-Bey ©TM  
Principal, by Special Appearance, in Propria Persona, proceeding Sui Juris.

Ronnell Demar-Bey ©TM  
Signature of Affiant

ACKNOWLEDGMENT

state of SOUTH CAROLINA

county of Berkeley

On this 06 day of April, 2019, before me

personally appeared Ronnell Demar-Bey, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, for the purposes therein set forth.

Kristal Dawn  
(Notary Public)

My Commission Expires 025/01/25, 2025 <sup>25 km</sup>

