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SC Court of Appeals

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF AIKEN

IN THE SECOND JUDICIAL CIRCUIT

Brian T. Michael

Master in Equity

Plaintiff,)
vs.)

Case No. 2018-CP-02-00510

NOTICE OF JURISDICTIONAL DEFECT

William H Ellwood)
aka Elk of The Wood)

NOTICE OF VOID JUDGMENT IN VIOLATION
OF LAW, RULES OF PROCEDURE, NEGOTIABLE
INSTRUMENTS LAW, ABROGATION OF RIGHTS
AND DEMAND TO CORRECT THE RECORD

MEMORANDUM IN SUPPORT

by Affidavit

I, William Harry-Ellwood affiant herein, being of sound mind, over the age of 21 hereby state the following facts to be true, correct, complete and not misleading, made under penalty of perjury, pursuant to the law of the united States of America, to the best of my knowledge and belief.

Now comes William Harry-Ellwood defendants to NOTICE this filing is not a Motion or to be construed a Motion.

It is NOTICE TO THE COURT of JURISDICTIONAL DEFECT and NOTICE OF VOID JUDGMENT.

The judgment and order entered on the record is made in contradistinction of Law, Maxims of Law, Negotiable Instrument Laws, U.C.C.(Uniform Commercial Code), Civil Rules of Procedure SCRPC, Abrogation of Rights in Violation of Due Process and other errors in both the Court of Common Pleas, Judge WILLIAM P. KEESLEY, SECOND JUDICIAL CIRCUIT and Master In Equity, M. Anderson Griffith and DEMAND TO CORRECT THE RECORD according to the Law, Maxims of Law and Controlling Federal Law (U.C.C) on the record in Defendants unanswered, un rebutted Answer by Affidavit filed on the record June 28, 2018 and concurrent South Carolina Code and evidence placed on the record by plaintiff that supports discharge of the debt by operation of Law.

The Court should not need reminding that Persons acting in their own behalf are held "...to less stringent standard than formal pleadings by lawyers." Haines v. Kerner, 404 U.S. 519.

1. NOTICE OF JURISDICTIONAL DEFECT, M. Anderson Griffith, Master in Equity, knew or should have known and failed to recognize the matter brought before the Law court, was a Private Banking Negotiable Instruments issue under the Jurisdiction of The Negotiable Instruments Law, U.C.C NOT an EQUITY issue. (see Erie Railroad v. Tompkins 304US 64). A summation of U.S. Supreme Court s Erie R.R v. Tompkins in brief By Albert J Schweppe, member Seattle Washington BAR, "Because there is no substantive money in circulation, there is no general common law, and that from now on, because everything that is done in this country is done with negotiable instruments, the negotiable instruments

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laws will rule the decisions of the courts. In other words, the courts at that time all became colorable, because negotiable instruments are colorable representations of real money, so the courts became colorable."

All courts, federal and state, are bound by the decisions of the U.S. Supreme Court on U.S. Constitutional and other issues of federal law. Federal Law and Supreme Court cases apply to state cases. "The laws of the United States are laws in the several States, and just as much binding on the citizens and courts thereof as the State laws are...." *Howlett v. Rose*, 496 U.S. 356 (1990).

2. The County of Aiken is De Facto, a Privately held Company For Profit, not for the De Jure Public County under guarantee of a Republican form of Government under constitutional purview. (see Exhibit "G" Attached as if fully rewritten herein.) "Governments descend to the level of a mere corporation, and takes on the characteristics of a mere private citizen... where private corporate commercial paper(Federal Reserve Notes) and securities(Checks)is concerned...For purposes of suit, such corporations and individuals are regarded as entities entirely separate from government." *Clearfield Trust Co. V. United States*, 318 U.S. 363 (1943)

3. The position of Aiken County Judge is De Facto, a Privately Held Company For Profit, not for the De Jure Public County under guarantee of a Republican form of Government under Constitutional purview. (See Exhibit "H" Attached as if fully rewritten herein.) see Clearfield Doctrine #2 above.

4. Court of Common Pleas Judge WILLIAM P. KEESLEY(William P. Keesley) showed Bias and Prejudice, failed to control his Court allowing JAMES D. MOSTELLER III, Esquire to continually disrupt defendants statements to the Court which failed to provide defendants request for stipulated time by MOTION FOR EXTENSION OF TIME TO ANSWER filed 05/10/18 to obtain evidence files in Ohio and obtain counsel, abrogating the rights of defendants.(see transcript of hearing if legible)

5. Defendants MOTION FOR JUDGMENT ON THE PLEADINGS filed 07/27/18 was never addressed, answered rebutted, or refuted by Plaintiff or Plaintiff's attorney , no order from William P. Keesley to answer issued, plaintiff never answered, addressed, or objected the MOTION FOR JUDGMENT ON THE PLEADINGS on the record. Violating Rule 6(d) SCRPC

6. Court of Common Pleas Judge William P Keesley failed , James D. Mosteller III failed to follow Rule 5 SCRPC, statutory procedures, service of process cancelling/denying, without Notice, defendants HEARING of MOTION FOR JUDGMENT ON THE PLEADINGS, without cause, scheduled for hearing on September 24,2018 Court room 5.(see Exhibit "I" Attached as if fully rewritten herein) in violation of *Armstrong v. Obucino*, 300 Ill. 140,143 (1921), *Janove v. Bacon* 218 N.E. 2d 706, 708 (1953)

7. James D Mosteller III, Esquire failed to follow Rule 5 SCRPC, service of process, failed to notify defendants in a timely manner by Regular Mail or otherwise, of MOTION OF REFERENCE, to Master in Equity filed August 02,2018 at 12:31 PM. service to defendants sent September 13,2018 (see Exhibit "J"'s attached as if fully rewritten herein.

8. Court of Common Pleas Judge William P Keesley, and James D. Mosteller III Esquire did show bias and prejudice, conspired to abrogated defendants rights to due process by filing on the record without "order for cause shown to be made on *ex parte* application"(Rule 6(d), his ORDER OF REFERENCE on August 02 , 2018 at 12:35 PM 4 minutes after the filing of Plaintiffs filing without "order for cause shown to be made on *ex parte* application"(Rule 6(d,) of MOTION OF REFERENCE, August 02 2018 at 12:31PM indicating an *ex-parte* hearing without knowledge or consent of defendants, in violation of Rule 5 SCRPC , Rule 6(d) SCRPC and Title 18 U.S.C §241 "If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having exercised the same;... They shall be fined under this title or imprisoned not more than ten years, or both....."

9. M. Anderson Griffith, Master in Equity, conspiring with Common Pleas Judge William P Keesley, and James D. Mosteller III, Esquire usurped his authority to accept Jurisdiction while a scheduled MOTION FOR JUDGMENT ON THE PLEADINGS was pending hearing September 24, 2018, with no cancellation of said hearing on the record. M. Anderson Griffith proceeded to trial knowing defendants had been seeking counsel. "We have no more right to decline the exercise of jurisdiction which is given than to usurp that which is not given. The one or the other would be Treason to the Constitution." *Choens v. Virginia*, 19 U.S. 264,404 (1821)

10. Defendants filed a ENTRY OF PLAINTIFF DEFAULT by Affidavit on the record August 28, 2018 and a NOTICE OF NON SERVICE by Affidavit on the record September 05, 2018 in reference to the above stated facts, neither ENTRY OF PLAINTIFF DEFAULT or NOTICE OF NON SERVICE received an answer, or rebuttal. SCRPC rule 6(d) "silence can only be equated with fraud when there is a legal and moral duty to speak...." *U.S. v. Pruden*, 424 F. 2d.1021; *U.S. v. Tweel*, 550 F. 2d. 297, 299,300 (1977) *Qui tacet consentire videtur. He who is silent appears to consent. Jenk. Cent. 32. Maxims of Law.*

11. Pursuant to SCRPC Rule 60 (b)(2) defendants now place on the record evidence not available at time trial, Exhibits "K" and "L" attached as if fully rewritten herein, with other Affidavits forth coming. Affidavits Exhibits "K" & "L" support Plaintiff Brian T. Michael did perjure his oath and testimony before the Court , showing clearly Brian T. Michael in fact knew that WeRe Bank checks had successfully been used to pay credit card debit by Karl Demmler which he denied any knowledge of in his testimony. *Falsus in uno, falsus in omnibus. False in one thing, false in everything. 1 Sumn. 356. Maxims of Law.*

12. M. Anderson Griffith, Master in Equity, Order states on page 4, 1st Para. next to last sentence, error, "defendant admitted that a WeRe Bank account did not have \$30,000.00 in the account." Defendant did not make that statement. Upon query by Plaintiff Attorney how defendants obtained money in the WeRe Bank account, defendants responded, "The same way I would get money in a Federal Reserve Bank, bank account here, by signing a promissory note." see transcript of hearing.

13. M. Anderson Griffith, Master in Equity, Order Page 4, 2d Para. 4th sentence, "The Plaintiff had already refused to accept the WeRe Bank check prior to the defendant signing the promissory note." which was not created from defendants computer. The "Promissory Note" being an "Asset" to plaintiff

pursuant to U.C.C. 9-102 (a) (72) to Plaintiff. Griffiths' statement is NOT a logical statement. Plaintiffs' actions prove otherwise. (a) If Griffiths' statement is true, why did the Plaintiff not return the Check to the defendants before or after the "forced by duress" signing the promissory note April 29th, 2016? (b) Why was the WeRe Bank check No. 75-01-81, dated 04/12/16 placed with Huntington National Bank for collection in August 2017, 18 months after signing the promissory note? Plaintiffs' actions prove the check was in fact accepted and placed for collection. As stated in the letter from Huntington National Dated August 28th, 2018 Exhibit "5" attached as fully rewritten herein, "Huntington will not negotiate the item drawn on WeRe Bank..." The check was made out to the Clara Michael Estate on order of Plaintiff. Plaintiff obtained the money from the Clara Michael Estate Account as Executor of the Estate. Instead of promptly writing the check to defendants from the Estate account to allow time for clearing to defendants account, plaintiff delayed issue of \$32,000.00 check for 17 days to defendants, until 04/29/16 at the last minute made check to Frutick Realty from plaintiffs personal account not from the Estate Account as first stated and agreed. Plaintiff purposefully delayed issuing the check in time to have the check processed for funds availability for closing thru defendants account, setting the stage for this Action.

12. M. Anderson Griffith has liabed defendants property, no Cognovant Note or Mortgage Agreements signed or agreed, made defendants liable for the failure of Plaintiff acting in "Ordinary care" in "observance of reasonable commercial standards." UCC 3-103 (7) in capacity as Private Banker to exercise timely proper procedures for collection on the two (2) negotiable instruments provided, WeRe Bank check No. 75-02-81 plaintiff accepted, and \$34,000.00 promissory note placed into evidence, plaintiffs assets.

13. Plaintiff accepted both instruments, are assets to the plaintiff in possession under the negotiable instruments law. 12 USC 1813(L) (1), UCC 3-306 Recoupment.

14. Plaintiff has provided defendants with no credit for the value of the instruments in possession.

15. Plaintiff did not provide the court evidence defendants made themselves liable for plaintiffs lack of "observation of reasonable commercial standards "for collection action on the negotiable instruments or lack of understanding banking procedures or lack of seeking out other banks that would follow published procedure from WeRe Bank for collection on the check or contacting the Federal Reserve Bank to deposit or negotiate the Promissory Note in possession as a Private Bank.

16. Plaintiff admitted he failed to contact WeRe Bank where plaintiff has his own account to negotiate the check, plaintiff failed to deposit the check in his own WeRe Bank account, plaintiff failed to seek out another bank that would process the check according to published directions supplied with the WeRe Bank check alonge plaintiff has in possession. Plaintiff also failed to contact the Federal Reserve Bank to negotiate or deposit either of the instruments in his possession. The Check is a commercial note draft UCC-3-104(e) order to pay. Under UCC-3-104(f) a check may be securitized or monetized by direct deposit in a commercial checking, time, thrift or savings account under Title 12 USC §1813(L)(1) and when it is deposited it becomes the equivalent as money as outlined under § 1813(L)(1).

17. Plaintiff is precluded by Public Policy HJR-192, Title 31 USC § 5118(d)(2), Fair Debt Practices Act aka Consumer Protection Act 15 USC § 1601 & 3193 from demanding and the Court is precluded from forcing defendants paying in any specific coin or currency of the United States, §(d)(2) of Title 31 USC 1518 states that an obligation governed by gold coin is discharged dollar for dollar by United States coin or currency that is legal tender at the time of payment. The narrow view that money is limited to legal tender is rejected under sections 1-201(24) UCC. It is not limited to United States Dollars. See official comments under Section 3-104 UCC definition of Money.
18. Under FRCP Rule 8(c), UCC 1-103 Affirmative defense. Under the Constitution the Government was not given authority to create money, it is a Right reserved to the people. Defendants created the money the Promissory Note and Check No. 75-01-81 drawn on WeRe Bank and monetized the system with signature.
19. Plaintiff failed to state a claim for which relief could be granted. see Exhibit "M" as if fully rewritten herein, Rule 60(b) evidence not available at trial, UCC-1 Financing Statement Filed August 1, 1999 establishing defendants William Harry - Ellwood as Priority Creditor in the transaction.
20. Failure of Plaintiff to do a specific negative averment of the facts alleged in defendants Answer by Affidavit within 10 days of issue under Rule 9 FRCP constitutes acceptance of the facts.
21. Lex semper dabit remedium. The law always gives a remedy. 3Bouv. Inst. n. 2411 The decision from Master in Equity, M. Anderson Griffith without jurisdiction, without regard to the Federal Law and merits brought forward in defendants ANSWER BY AFFIDAVIT leaves defendants without remedy.
22. Defendants exercised their remedy issuing two (2) securities, a check and Promissory Note (identified above No.12) both accepted by Plaintiff, both un negotiated by Plaintiff under Federal Law, International Law, Negotiable Instruments Law Codified in the Uniform Commercial Code cited and concurrent South Carolina Code. This decision is a denial of Federal remedy and placed defendants in a state of perpetual slavery to the alleged debt. See , Howlett v. Rose, 496 U.S. 356 (1990) stated in #1 above. See Clearfield Doctrine, cited No. 2 above.
23. The state cannot diminish rights of the people by corporate actors usurping Judicial authority in the name of profit or protection of fellow BAR Members under Local Rules. "And the limitations imposed by our constitutional law upon the action of the governments, both State and national, are essential to the preservation of public and private rights, notwithstanding the representative character of our political institutions. The enforcement of these limitations by judicial process is the device of self-governing communities to protect the rights of individuals and minorities, as well against the power of numbers as against the violence of public agents transcending the limits of lawful authority, even when acting in the name and wielding the force of the government." "It must be conceded that there are such rights in every free government beyond the control of the State." *Hurtado v. California*, 110 U.S. 516 (1884). "[T]he assertion of federal rights, when plainly and reasonably made, is not to be defeated under the name of local practice." *Davis v. Wechsler*, 263 U.S. 22, 24 (1923).

24. Defendants Exhibit #5 entered on the record Oct 2, 2018, email Letter from WeRe Bank September 30, 2018 concurs with the letter from Hunting Bank Exhibit "5(a)" attached as if fully rewritten herein, that WeRe Bank check # 75-01-81 issued on 04/12/2016 for \$30,000.00 no PRESENTMENT FOR PAYMENT was made to the Drawee UCC-3-103(2) WeRE Bank FOR PAYMENT or clearance, of the instrument and never returned to issuer, discharging the debt in the amount of the tender by operation of law.

Therefore, by operation of Law, the alleged debt was discharged by Plaintiff by acceptance, non action for collection and non return in a timely manner on WeRe Bank check No. 75-01-81 in the amount \$30,000.00 leaving a balance due of \$2000.00 and accrued interest on the unpaid balance of \$2000.00. The Promissory Note in the Amount of \$34,000.00, does not contain any verbiage that would make it non negotiable, is a negotiable instrument in the hands of Private Banker Brian T. Michael, held as a negotiable asset, by operation of Law discharges remaining \$2000.00 balance, interest and Attorney fees.

Therefore defendants DEMAND the Judgment rendered in this action be reversed and a Judgment be entered on the record in accord with Controlling Federal Law, Negotiable Instruments Law, Uniform Commercial Code and concurrent South Carolina Code and evidence placed on the record.

Respectfully Submitted.

"without prejudice"

William Ellwood for defendants
1792 South Lake Dr. Ste. 90-112
Lexington, South Carolina 29073
614-208-6196 -C

Notary Verification

Before me, _____ A Notary Public in and for the State of South Carolina, County of Aiken proven to be (s)he by presentment of State ID; certify that William Ellwood did appear personally and (s)he did sign and execute this document " Notice of Jurisdictional Defect" Case No. 2018-CP-02-00510 Akin County, S.C." and state that (s)he is of sound mind; eighteen (18) years of age or older, that (s)he signed it willingly and under no constraint or undue influence and as his own free and voluntary act for the purpose therein expressed.

Date _____

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Respectfully Submitted.

"without prejudice"
William H. Ellwood

William Ellwood for defendants

1792 South Lake Dr. Ste. 90-112

Lexington, South Carolina 29073
614-208-6196 -C

Notary Verification

Before me, Laurie Snipes A Notary Public in and for the State of South Carolina, County of Aiken proven to be (s)he by presentment of State ID, certify that William Ellwood did appear personally and (s)he did sign and execute this document " Notice of Jurisdictional Defect" Case No. 2018-CP-02-00510 Akin County, S.C." and state that (s)he is of sound mind; eighteen (18) years of age or older, that (s)he signed it willingly and under no constraint or undue influence and as his own free and voluntary act for the purpose therein expressed.

Date 3/19/2019

Laurie Snipes

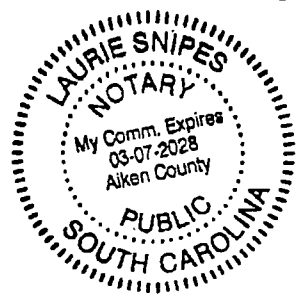


Exhibit "G"

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County Of Aiken County Of Aiken

227 Gateway Drive # 133
 Aiken, SC 29803
 Phone: Show Number
 Web: www.aikencountvort.com
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County Of Aiken is a privately held company in Aiken, SC .

Categorized under County Government Courts.

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Categorized under County Government Courts



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Aiken County Judge Aiken County Judge

109 Park Avenue Se
Aiken, SC 29801
Phone: Show Number
View Contact Info

Own This Business?

Aiken County Judge is a privately held company in Aiken, SC .

Categorized under County Government Courts. Current estimates show this company has an annual revenue of unknown and employs a staff of approximately 1 to 4.

Own This Business?

Categorized under County Government Courts. Current estimates show this company has an annual revenue of unknown and employs a staff of approximately 1 to 4.



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STATE OF
SOUTH CAROLINA



NOTICE OF MOTION SCHEDULING

"Defendants Exhibit"

August 17, 2018

Motion "MFJOPL - Motion/Judgment on the Pleadings w/svc" for Case:
2018CP0200510 - Brian T Michael VS William H Ellwood , defendant,
et al has been added to the following Motions Roster:

53 - Motion Roster September 24, 2018, @ 9:30am, Court Room 5

This hearing of this motion has been scheduled for 9/24/2018 at 9:30 AM.

The September 24-25, 2018, motion roster is now available to view online. Your
MOTION/CASE IS SCHEDULED TO START AT 09:30 AM on Monday, September 24,
2018 at the Aiken County Judicial Center. If a motion has been settled, please email Anita
Knoepfle at aknoepfle@aikencountysc.gov in order for the motion to be updated and
removed from the roster. Any questions, contact Anita Knoepfle at 803-642-1549.
PLEASE CHECK THE MOTION ROSTER DAILY AS CHANGES OCCUR DAILY.

Mail Notice To:

William H Ellwood
1792 South Lake Drive, Ste. 90 #112
Lexington, SC 29073

Court Info:

Common Pleas
P O Box 583
109 Park Avenue
Aiken, SC 29802-9802

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(803)642-1715

Respectfully,

Robert J Harte
Clerk of Court

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"Defendant's Exhibit J"

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STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
IN THE SECOND JUDICIAL CIRCUIT

Brian T. Michael,
Plaintiff,

Case No. 2018-CP-02-00510 &
2018-LP-02-00306

vs.

William H. Ellwood,
also known as
Elk of the Wood,

CERTIFICATE OF MAILING

Defendant.

THIS IS TO CERTIFY that I, the undersigned employee of the Mosteller Law Firm, LLC did this day place in the United States, postage prepaid and return address clearly marked and indicated, in the case of Brian T. Michael v. William H. Ellwood, also known as Elk of the Wood the Motion and Order of Reference addressed as follows:

William Ellwood
also known as Elk of the Wood
1792 South Lake Drive
Ste. 90 #122
Lexington, SC 29073

CERTIFIED MAIL: 7013 0600 0000 4506 4385
RETURN RECEIPT

9/13, 2018.
Aiken, SC

Carla Williams
Carla Williams
Paralegal to James D. Mosteller III

Exhibit "K"

AFFIDAVIT of FACT

State of Ohio)
) ss:
County of Champaign)

I, Michael Anthony Galluzzo, a living breathing man, being first duly sworn, do hereby depose, state and declare the following facts are true, correct and complete to the best of my knowledge and belief:

1. The Affiant further saith: I am an inhabitant of Champaign County, Ohio.
2. The Affiant further saith: I know William Ellwood and Brian Michael from meetings we have attended for the past six years.
3. The Affiant further saith: I also know Karl Demmler from the same meetings.
4. The Affiant further saith: I know Karl Demmler, William Ellwood, myself and others have accounts with WeRe Bank of England.
5. The Affiant further saith: I know Karl Demmler has stated on multiple occasions, at our meetings and at dinners where Brian Michael was present, that he had presented WeRe Bank cheques and one was processed and credited to his account.
6. The Affiant further saith: Others I know have also presented WeRe Bank cheques that were not processed properly by the local U.S. banks.
7. The Affiant further saith: The WeRe Bank has provided an 'allonge' to be attached to and presented with the cheque to the bank with instructions on the process to contact the WeRe Bank and initiate a direct bank to bank transfer of funds.
8. The Affiant further saith: I have found that the local U.S. banks often remove the 'allonge' or pay no attention to it. They also attempt to process the cheques through the SWIFT system. WeRe Bank does not work with the SWIFT system due to investigations of fraud.

Exhibit "K"

Under witness of God; I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on January 7, 2019.



Michael Anthony Galluzzo

Michael Anthony Galluzzo
c/o P.O. Box 710
St. Paris, Ohio

Sworn to and subscribed in my presence on this 7th day of January 2019.

Pamela S. Davietress - Van Hove

Notary Public

My commission Expires: Dec 26, 2022

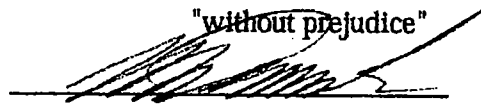
Exhibit "L"

AFFIDAVIT

State of Florida, County of Hillsborough

I, Karl August-Demmler, affiant herein, being of sound mind, over the age of 21, hereby state the following facts to be true, correct, complete and not misleading, made under penalty of perjury, pursuant to the law of the United States of America, to the best of my knowledge and belief :

1. Affiant herein states, affiant is now and has been an account holder in WeRe Bank since the year 2014, located in the Country of England.
2. Affiant herein states, the affiant has been successful in negotiating bank instruments (checks) drawn on said WeRe Bank account in 2015 with a U.S. bank based in Georgia, to pay debt incurred by affiant.
3. Affiant herein states, affiant discussed the success of said negotiations of WeRe Bank instruments (checks) in several meetings and over dinners with Brian T Michael and many others present in said meetings and dinners where discussions took place.
4. Affiant herein states, affiant has knowledge U.S. banks normally disregard, remove the allonge (clearing instructions) attached to the checks, attempt electronic clearing the instruments.
5. Affiant herein states, attached allonge on checks clearly establish a direct bank to bank clearing process of WeRe Bank instruments, contract info and protocols included.
6. Affiant herein states, the above information is true, accurate and complete to the best of my knowledge and belief and will testify to same if called to do so.

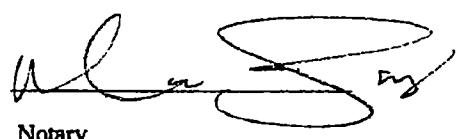
"without prejudice"


Karl A Demmler

3508 Blue Lagoon Dr., Ruskin, Florida 33570

Before me, A Notary Public in and for Hillsborough County, State of Florida, Karl A Demmler, whose name is signed to the forgoing instrument, having been duly qualified according to the law, did appear personally and he did sign and execute this affidavit and state that he is of sound mind, eighteen(18) years of age or older, that he signed it willingly and under no constraint or undue influence and as his own free and voluntary act for the purpose therein. .

Date 2/14/19



Notary

(seal)



Maria Victoria Gomez
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG218520
Expires 1/4/2021

Peter of England <peter@wvrbank.co.uk>



Reply |

Today, 10:38 AM

You:

Hello William - We have only one email from you in my records which I said "if i don't get back to you soon then send me a reminder".

I seem not to have replied - on that I apologise.

We have not received a clearing request from you or from any PAYEE (name of which would currently be unknown to us) so the short answer is NO we have not received any request for clearing or payment.

No presentment has been made in the past on any LLT/cheque issued by your account number.

Peter

From: peter of england <re-volution@live.com>

Sent: 30 September 2018 16:19

To: Karin

Subject: Re: Response please

1 Debtor(s) (Last Name First) and Address(es)
ELLWOOD, WILLIAM H.
5837 Karris Sq. Dr. 140
Dublin, Ohio 43016
SS# 268-~~0000~~-029
DEBTOR IS A TRANSMITTING
UTILITY

2 Secured Party(ies) and Address(es)
William Harry Ellwood
976 Eaton Ave.
Columbus, Ohio 43223
Employer I.D.# 268-~~0000~~-029

3 For Filing Official: ELLWOOD
(Date, Time, Number, and Filing Official)
AUG 10 1999
J. KENNETH BLACKWELL
SECRETARY OF STATE

4 This financing statement covers the following type of property:
DEBTOR AS A TRANSMITTING UTILITY

The entry of the Debtor, ELLWOOD, WILLIAM H. in the Commercial Registry and the following property: CERTIFICATE OF LIVE BIRTH # 134-50 091136 State of Ohio, Employer I.D.# 268-~~0000~~-029, CERTIFIED ABSTRACT OF MARRIAGE # 478 ~~XXXX~~ Recorded Vol. 544 page 478 Franklin County, State of Ohio, DISSOLUTION OF MARRIAGE, Case No. 82DM-07-1698 Franklin County, State of Ohio; Treasury Direct Number 268-~~0000~~-029; all the property is accepted for value and is Exempt from levy. Adjustment of this filing is from Public Policy HJR-192 and UCC 10-104. All proceeds, products, accounts, and fixtures and the Orders there from are released to the Debtor.

Proceeds of Collateral are also covered. *BL*

Check if covered: Products of Collateral are also covered No. of additional sheets presented:

Filed with SECRETARY OF STATE, STATE OF OHIO, UCC DIVISION
(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

ELLWOOD, WILLIAM H. William Harry Ellwood
By: *William H. Ellwood* By: *William Harry Ellwood*
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
Employer I.D.# 268-~~0000~~-029

STANDARD FORM -
UNIFORM COMMERCIAL CODE - UCC-1

This form of financing statement is approved by the Secretary of State

RCS 1309.38, Eff. 3/15/82
Anderson Publishing Co. Cincinnati, Ohio 45201

Exhibit "M"

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Defendants Exhibit "5(a)"



August 28th, 2017

To Whom It May Concern,

Huntington will not negotiate the item drawn on WeRe Bank for the Clara M. Michael Estate due to it not being a standard negotiable check and previous attempts to collect items drawn on this bank have not been successful through available routes. If you have any questions, please contact me at 614-480-0107.

Thank you

A handwritten signature in black ink, appearing to read "Jordan Prosis".

Jordan Prosis
Branch Manager | Huntington National Bank
Registered Investment Representative | The Huntington Investment Company

NMLS ID: 1237382
Phone: 614.480.0107



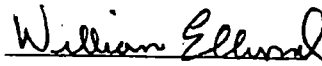
CB29
600 S High St. Columbus OH, 43215

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CERTIFICATE OF SERVICE

I, William Ellwood, certify that a copy of the NOTICE OF JURISDICTIONAL DEFECT on case # 2018CP0200510 was served by proof of mailing U.S.P.S. delivered to James D. Mosteller, III, Esquire, P.O. Box 328, Aiken, SC 29802 on 03/20/2019.

"without prejudice"



William Ellwood

c/o 1792 South Lake Drive

Ste 90 # 112

Lexington, S.C. 29073