

ORIGINAL

No. 18-7033

FILED
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OFFICE OF THE CLERK
SUPREME COURT, U.S.

IN THE

SUPREME COURT OF THE UNITED STATES

MICHAEL CASEY JACKSON — PETITIONER
(Your Name)

vs.

UNITED STATES OF AMERICA — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

US COURT OF APPEALS - SIXTH CIRCUIT - CASE NO. 18-1620
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

MICHAEL CASEY JACKSON

(Your Name)
REG. NO. 26116-039

FCC-Yazoo City Medium

(Address)

PO Box 5000
Yazoo City, MS 39194-5000

(City, State, Zip Code)

IN PRO PER
N/A

(Phone Number)

QUESTION(S) PRESENTED

Whether or Not a District Court Judge Can Restor Lands That By TREATY
Were Relinquished By Indians to the United States All Claims and Rights
They Possessed. Can He or She (They) RESTORE those Lands That Were
Relinquished Then Sold or Disposed of Back to Reservation Status or
"Indian Country" Without it Being an Act of Congress.

LIST OF PARTIES

All parties appear in the caption of the case on the cover page.

All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

Honorable Thomas L. Ludington
Magistrate Judge Patricia T. Morris

Mr. Roy Kranz
US Attorney

US Court of Appeals
For the Sixth Circuit

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[Isabella County Tax Detail For The Address of 1309 W. Pickard Street, Mt. Pleasant, MI 49858 / Parcel #17-000-17-604-00 2017]

EXHIBIT 6
[Certified Copies of the Land Patent For the Address cited above Parcel #17-000-17-604-00-2017]

TABLE OF AUTHORITIES CITED

| CASES | PAGE NUMBER |
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| <u>DeCoteau</u> , 420, U.S. at 436, n16, 43.L.Ed. 2d 300, 95 S.Ct. 1082 | 4 d |
| <u>Hagen V. Utah</u> 510 U.S. 399, 411, 114, S.Ct 958, 127 L.Ed 2d 252. | 4 d |
| <u>Venetie</u> , 522, U.S. 520, 140 L.Ed,2d 30 S.Ct 948, 98 CDOS 1335 | 4 c |
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| <u>Tooisgah V. United States</u> , 186 F.2d 93 (10 cir) | 4 b |
| <u>Saginaw Chippewa Indian Tribe V. Granholm</u> , 690 F.Supp 2d 627 (U.S. Dist 6th (U.S. Dist 6th cir 2010) | 4 |
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| <u>Wood V. Jameson</u> 130 N.W. 2d 95 (1964) | 4 d |
| Supreme Court of South Dakota. | |

STATUTES AND RULES

- 18 U.S.C. § 1151 (Indian Country)
- 18 U.S.C. § 1152 (Laws Governing)
- treaty with the Chippewa of Saginaw of 1855
- treaty with the Ottawas and Chippewas July 31, 1855.
- treaty with the Chippewa of Saginaw, Swan creek and Black River 1865
- Article 3 Section 2 clause 1 of the Constitution
- Article 1 Section 8 clause 3
- Article 4 Section 3 Clause 3
- Article 6 clause 2

OTHER

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Article 1, § 8, Clause 3,

Article 4, § 3, Clause 3,

Article 6, Clause 2,

18 U.S.C. § 1151

IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

[X] For cases from **federal courts:**

The opinion of the United States court of appeals appears at Appendix A to the petition and is

reported at _____; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

The opinion of the United States district court appears at Appendix B to the petition and is

Jackson v. U.S.: May 7, 2018
 reported at 2018 U.S. Dist. LE^XIS 76445; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

[] For cases from **state courts:** N/A

The opinion of the highest state court to review the merits appears at Appendix _____ to the petition and is

reported at _____; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

The opinion of the _____ court appears at Appendix _____ to the petition and is

reported at _____; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

JURISDICTION

For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was 8/27/18.

No petition for rehearing was timely filed in my case.

A timely petition for rehearing was denied by the United States Court of Appeals on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. __A_____.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

For cases from **state courts**: N/A

The date on which the highest state court decided my case was _____.
A copy of that decision appears at Appendix _____.

A timely petition for rehearing was thereafter denied on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. __A_____.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

STATEMENT OF THE CASE

A grand jury indicted Petitioner of Domestic Assault By An Habitual Offender, in violation of 18 U.S.C. § 117. On June 24, 2016, a Superseding Information was filed and charged Petitioner with Unlawful Imprisonment, in violation of 18 U.S.C. § 13, § 1151, § 1152 and M.C.L. 750.349b.

On June 24, 2016, Petitioner pled guilty pursuant to a Plea Agreement. Petitioner pled guilty to one count of unlawful imprisonment. On January 26, 2017, the District Court sentenced Petitioner to 165 months.

Prior to the Grand Jury Indictment, on April 27, 2016, Petitioner was originally charged in the Saginaw Chippewa Indian Tribal Court with Family Violence, 2nd or Subsequent Offense Resisting Lawful Arrest, Disobedience to Lawful Court Order, and Breaking and Entering. Petitioner was heard on the Domestic Violence by a Habitual Offender Indictment on May 14, 2016.

Petitioner's ARGUMENT/ISSUE contends with the facts of the Case where the United States used 18 U.S.C. § 1151 to "Define Indian Country as (a) all land within the limits of any Indian Reservation under the Jurisdiction of the U.S. Government notwithstanding the issuance of any patent. This resulted in the Indictment of Petitioner under 18 U.S.C. § 1152 Laws Governing.

Because Petitioner WAIVED his Right to Appeal and therefore no Notice of Appeal was filed pursuant to a Plea Agreement.

REASONS FOR GRANTING THE PETITION

Petitioner contends and conceded in his § 2255 Motion that the "land was within the original six (6) Townships of land withdrawn from sale as per the treaty of August 2, 1855 (Treaty With the Chippewa of Saginaw, See Exhibit 1); (see also Appendix A & B) (where the 6th Circuit would not debate the issues and where the district court denied Petitioner's § 2255).

In Article 1, Clause 2, of the Treaty it states, "under the same rules and regulations, in every respect, as are provided by the agreement concluded on the 31st day of July, 1855 A.D., with the Ottawas and (1) chippewas;" and in Article 1, Clause 2, of that treaty it states, "It is also agreed that any lands within the aforesaid tracks now occupied by actual settlers, or by persons entitled to pre-exemption, thereon shall be exempt from the provisions of this article." As much as 40,000 acres of land in the six (6) Townships and the Saginaw Bay Reserve had been sold or set-aside before the 1855 Reservation, and thus was unavailable for allotment to the Chippewas. Saginaw Chippewa Indian Tribe v. Granholm, 690 F. Supp.2d 627 (U.S. Dist. 6th Cir. 2010).

The other treaty in question is the treaty with the Saginaw Chippewa Swan Creek and Black River, dated October 18th in the year of 1864 A.D. In relevant part of Article 1, Clause 2, it states, "the said Indians also agree to relinquish to the United States all claim to any right they may possess to locate lands in the lieu of land sold or disposed of by the United States upon their reservation at Isabella."

Article 2. Clause 1. In consideration of the foregoing relinquishments, the United States hereby agree to set apart for the exclusive use, ownership, and occupancy...all of the unsold lands within the six (6) Townships in Isabella County. see Exhibits 3)

In light of this Treaty, Petitioner or the government has not found in any other treaties any mention that the sold lands are to be restored back to the Indians or the government. On the contrary, they are to be exempt in the 1855 Treaty, then they are relinquished in the Treaty of 1864.

(1) Exhibit 2 treaty with the Ottawas and Chippewas July 31 1855.

Petitioner can show that the reasons for GRANTING THIS PETITION are due to the fact that the address of where the alleged offense took place is on land that was SOLD or DISPOSED OF by the United States. See Government's RESPONSE - Brief Index of Exhibits / Exhibit 4)(where the United States Attorney's Offices used mapquest to search for the address of 1309 West Pickard Street, Mt. Pleasant, MI 48858.

This address is INCORPORATED within the City of Mt. Pleasant, Michigan. Petitioner is providing the Isabella County "TAX DETAIL" for the cited address. See Exhibit 5. The TAX DETAIL describes the legal description as being: Parcel #17-000-17-604-00-2017 / Assessors Plat # 1, Lots 104 & 105. This information can be seen ON-LINE at Isabella County.org. Furthermore, in the attached EXHIBITS, there is a true copy of the original land patent certified on August 24, 2018 by one, Mark Harvey, the State Archivist for the Archives of Michigan. See Exhibits 6)

The date that this original document was signed was the 8th day of February, 1858. It states the land was sold on the 8th day of September, 1856. That land being part of the "E $\frac{1}{2}$ " of the "NE $\frac{1}{4}$ " Township "14" North, Range "4" West Section "16" Parcel #17-000-17-604-00-2017. The federal government does not actively control the land in question, nor did not have any control over the lands when they were relinquished by the Treaty of 1864. The government never retained title to the lands as acting guardian for the protection of Indians living there.

This key information and facts establish that this land is not within the exclusive jurisdiction of the United States government. See Ellis v. Page, 351 F.2d 250 (1965 CA 10 OKLA). "Land is not within limits of the reservation where the tribes have a duly ratified agreement ceded all their claim, title and interest in the reservation to the United States." Also, it is "one thing to open an Indian Reservation to mineral exploitation allotment to Indians, and non-Indian home-steaders by Congressional enactment as in Seymour. It is quite another to agree by Treaty to cede and relinquish all claim, title and interest in the lands within the limits of a reservation." Relying primarily upon Tooisgah v. United States 10th cir., 186 F.2d 93 id., at 251.

The most important evidence in treaties are the language used. The language used in the 1864 Teaty states that the Indians also agree to relinquish to the United States all claim to any right they my possess to

locate lands in lieu of lands sold or disposed of by the United States. This indicates that the land in question if we are to follow the language of the treaty, would fall in the category of lands sold or disposed of by the United States.

The merriam-webster Dictionary Define's Dispose of as 1: to transfer to the control of another 2:to get rid of 3:to deal with conclusively.

When the Indians relinquished all claim and right they possessed in the lands to the United States and when the United States sold or disposed of that land they would have lost any and all jurisdiction over said lands.

The most telling evidence of congress intent to diminish an Indian reservation is the language used to open the Indian lands, any reference to surrender all tribal interest suggest that congress meant to diminish the reservation of the lands that were relinquished to the Government.

On nov,23, 2010 Judge Thomas L.Ludington U.S. District Court for the Eastern District of Michigan approved a settlement. Saginaw Chippewa Indian Tribe v. Granholm et, al.,

The settlement declares the entire Isabella reservation to be Indian Country. (U.S. Dist 6th cir LEXIS 133496. Dec, 17, 2010)

How can Judge Ludington approve a settlement that restores land that was relinquished by treaty and then declare it Indian Country.

The Supreme Court in Venetie, (1998) 522 U.S. 520,140 l.Ed. 2d 30. s,ct 948, 98 CDOS 1335."held that because congress has plenary power over Indian affairs under the federal constitution (art,1,§ 8,cl,3) some explicit action by congress or the Executive branch, acting under delegated authority-must be taken to create or recognize Indian Country within the meaning of 18 U.S.C. § 1151."

Article 4, Section 3, Clause 3, of the constitution states "The congress shall have the power to dispose of and make all needful rules and regulations respecting the territory or other property belonging to the United States; and nothing in this constitution shall be so construed as to prejudice any claims of the United States;or of any State

No one can deny that the Constitution of the United States is the supreme law of the land. Article 6, cl, 2, of the constitution states that " The

Supreme law of the land and all treaties made, or which shall be made under the authority of the United States, shall be the Supreme law of the land and the Judges in every State shall be bound thereby."United States Constitution.

The United States Supreme Court also draws its power from the Constitution." This Court's framework for determining whether an Indian Reservation has been diminished is well settled and starts with statutory text." Hagen v. utah, 510 U.S. 399,411,114,S.ct 958, 127 L.Ed 2d 252.

CONCLUSION

It has been held by other reasonable jurists and the jurists of the Supreme Court that when Indian lands are relinquished by treaty they are no longer reservation lands or Indian Country subject to federal jurisdiction

Petitioner can not be guilty of a federal crime on land that is no longer federal lands or reservation lands.

He has shown that he is being held in violation of the constitution, laws or treaties of the United States, and that the United States district court for the Eastern district of Michigan, and the 6th circuit court of appeals is in conflict with the decision of another United States Court of appeals on the same important matter or issue.

The treaty was a signed and ratified document the Language used was similar to that used in (DeCoteau, 420 U.S. at 436,n16, 43 L.Ed.2d 300.95 s.ct, 1082)

Also see Wood v. Jameson 130 N.W.2d 95 (1964) Supreme Court of South Dakota" The tract upon which the offense here involved was committed was a part of the land relinquished... to which a patent was issued.

Therefore, based on the foregoing, Petitioner can clearly show that the Government lacked subject matter jurisdiction and that this Honorable Court can GRANT Certiorari, all in the interest of justice.

The petition for a writ of certiorari should be granted.

Respectfully submitted,


Michael C. Jackson/Petitioner
IN PRO PER/Affiant
Date: 11-18-18