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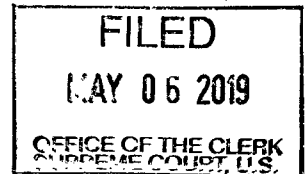
IN THE
Supreme Court of the United States

GEORGE E. KERSEY

Petitioner,

v.

HERB CHAMBERS 1186, INC. ET AL.



On Petition for a Writ of Certiorari
To the United States Court of Appeals for the First Circuit

PETITION FOR A WRIT OF CERTIORARI

George E. Kersey
Petitioner
P.O Box 1073
Framingham, MA 01701
(518) 966-9690

Dated: April 27, 2019

QUESTIONS PRESENTED

1. Whether the Court of Appeals properly affirmed the District Court's certification that the appeal was not taken in good faith

2. Whether the 28 U.S.C. § 1915(a)(3). and Coppedge v. United States, 369 U.S. 438, 445 (1962). Are proper authorities for denying a request to proceed IFP on appeal in view of the fact that they involved criminal cases.

3. Whether the court of Appeals should have advised that his appeal would be denied unless appellant paid the required filing fee. Petitioner was notified that he either had to pay the fee or seek pauper status . To deny pauper status and not permit payment denies due process. Just because a person is a pauper doesn't mean that he cannot get someone to help him financially, or he could forego paying for meals

4. Whether the Petitioner's complaint in the District Court had merit. Seeing that the Defendant was trying to get a larger car payment than provided in the contract between the parties

5. Whether Petitioner was granted in forma pauperis (IFP) status in the District Court.

6. Whether Petitioner's request to proceed IFP on appeal should have been denied.

7 Whether the district court's memorandum and order of dismissal of the complaint was proper.

8. Whether a substantial question is presented on appeal, and the judgment of the district court should be summarily reversed. See 1st Cir. R. 27.0(c).

9. Whether The district court properly screened the complaint under 28 U.S.C. § 1915(e)(2) which provides: *Notwithstanding any filing fee, or any portion thereof, that may have been paid, the court shall dismiss the case at any time if the court determines that (A) the allegation of poverty is untrue; or (B) the action or appeal (I) is frivolous or malicious; (II) fails to slate a claim on which relief may be granted; or (iii) seeks monetary relief against a defendant who is immune from such relief.*

10. Whether the Court properly failed to grant sanctions to Plaintiff

PARTIES TO THE PROCEEDINGS BELOW

George Kersey,
Plaintiff-Appellant,

HERB CHAMBERS 1186, INC; AKA HERB CHAMBERS 1189

Defendant – Appellee

THE REQUEST TO PROCEED IFP ON APPEAL WAS DENIED IMPROPERLY
SINCE PETITIONER HAD BEEN GIVEN THE OPPORTUNITY TO PROCEED IFP
IN THE DISTRICT COURT

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PETITION FOR A WRIT OF CERTIORARI

Petitioner George Kersey respectfully Petitions for a Writ of Certiorari to review the judgments of the United States Court of Appeals for the First Circuit and the United States District Court for the District of Massachusetts.

OPINIONS BELOW

The Judgment of the United States Court of Appeals for the First Circuit, Entered: February 20, 2019 is reproduced in the Appendix to this Petition for Certiorari.

RELEVANT CONSTITUTIONAL PROVISIONS

U.S. Constitution, Amendments 5 and 7. The Fifth Amendment to the U.S. Constitution provides for due process and the Seventh Amendment provides for Trial by Jury.

JURISDICTION

This Court has jurisdiction over the judgments of the United States Court of Appeals for the First Circuit and the United States District Court for the District of Massachusetts. See 28 U.S.C. §1331 and 28 U.S.C. § 1332

STATEMENT

This case presents the fundamental question of whether a court can deprive litigants of their right to trial by jury where there are disputed issues of fact by wrongly asserting that the Case is frivolous and seeking to prevent, and preventing, a pauperis appeal by asserting that the appeal was not taken in good faith . It is for the jury to decide whether a case is frivolous

**Statement on the Nature of the Case,
The Course of Proceedings and
Disposition in the Court Below**

This case involves a fundamental QUESTION of whether a case can be dismissed for alleged failures of fact which have not been assessed by the jury that has been demanded pursuant to the Constitution.

In addition for the District Court to rule against Petitioner, it must have assumed jurisdiction, so that pauper status was granted in the District Court, and if the Petitioner had pauper status in the District Court, Petitioner should have Pauper Status in the appeals Court. Moreover if the District Court grants pauper status how can the Court of Appeals deny pauper status since the requirement for seeking appellate pauper status is by filing in the District Court

Statement of the Facts Relevant to the Issues

The Appellant sought and was granted Pauper Status in the District Court That should have resolved any question because is not seen how a litigant can have pauper status for a District Court and not for an Appellate Court

Argument

**A. THE APPELLATE COURT IMPROPERLY DISMISSED THE CASE
WHICH STATES CLAIMS FOR RELIEF by the following**

**COMPLAINT FOR SEEKING IMPROPER PAYMENT FOR PURCHASED
VEHICLE;
IMPROPER ATTEMPTS TO REPOSSES PURCHASED VEHICLE; AND
PUNITIVE DAMAGES AND JURY DEMAND**

1. <Statement of Jurisdiction.

<a. For diversity-of-citizenship jurisdiction.>

The defendant HERB CHAMBERS 1186, INC ("Chambers") is located at
HERB CHAMBERS HONDA-INFINITI, 1186-1198 COMMONWEALTH AVENUE,

BOSTON, MA 01234". Name and address of the Registered Agent: CT CORPORATION SYSTEM, Address: 155 FEDERAL STREET STE 700, BOSTON, MA 02110 USA

The Defendant Corporation, ;AMERICAN HONDA FINANCE CORPORATION ("AHFC") is a Foreign Corporation, with identification Number: 953472715, Registered in Massachusetts: 06-13-1986, organized under the laws of: State: CA Country: USA on: 02-06-1980; Principal Office ;Address: 20800 MADRONA AVE.,TORRANCE, CA 90503 USA Name and address of the Registered Agent: CT CORPORATION SYSTEM, Address: 155 FEDERAL STREET STE 700, BOSTON, MA 02110 USA

The defendant HERB CHAMBERS 1186, INC ("Chambers") is also located at 1189 Commonwealth . Boston, Massachusetts 02115 and has been known as HERB CHAMBERS 1189, INC.

The plaintiff, George Kersey ("Kersey"), receives mail at P.O. Box 1073, Framingham, Massachusetts 01701 and is a Citizen of Rhode Island.

The amount in controversy, without interest and costs, exceeds the sum or value specified by 28 U.S.C. § 1332 BECAUSE OF THE REQUEST FOR PUNITIVE DAMAGES.

b. For federal-question jurisdiction.>

The defendant AHFC, allegedly acting under a lease, but is neither a lessor or lessee, is engaged in mail fraud by seeking. through the United States mail of payment for attempts to illegally repossess Kersey's vehicle. Under the Constitution of the United States this is a Jury case where the amount in controversy exceeds \$20

Statement of complaint

<(a) On Contract>

2. On December 13, 2016, the plaintiff, Kersey, signed a contract with defendant Chambers for the purchase of a 2013 Honda Civic, Vehicle Identification Number 2HGFB2F58DH578885. Payment for the purchase was to be made monthly by a lease payment. Copy of the Contract is attached as Exhibit 1. The vehicle is registered in Rhode Island.

3. Kersey made regular monthly payments until one of his payments was late and defendant AHFC, who is not a lessee sought improperly to repossess the vehicle that Kersey had purchased from Chambers. This action was in violation of Rhode Island General Law 6-51, Sec. 6-51-3 which requires special notice before repossession can take place. No such notice was given to Kersey, but Kersey was given an improper charge by AHFC against his account for the improper attempt to reposses the vehicle. AHFC is neither a lessor or lessee.

4. Kersey continued to make monthly payments despite the fact that AHFC continued to engage in abuse of process because it is neither the lessor or lessee of the lease agreement, which is subject to the purchase agreement with Chambers AHFC improperly claimed that Kersey owed for the improper charge for the improper repossession event.

5. Under the Purchase Contract Kersey is obligated to make 36 monthly payments beginning about January 2014. About May of 2014 Kersey was behind in his payments, but caught up and made 3 monthly payments on about May 14, 2014. Nevertheless, AHFC decided to repossess the vehicle, purchased from Chambers, presumably because of late payment, but made the attempt as an abuse of process and in violation of Rhode

Island Law. Even though the repossession did not take place, Kersey was improperly charged a \$105 "Repo Bill". This improper charge has been carried forward to every billing to Kersey since 2014, but Kersey continued to make regular payments in accordance with the purchase contract with Chambers.

6. Since the payment requirement of the purchase contract with Chambers came to an end about the end of 2016, Kersey attempted to resolve the matter of the Repo Bill, but was unsuccessful, and as a result AHFC allegedly cancelled the lease agreement with Kersey. and made a number of illegal attempts to repossess Kersey's vehicle, each time making an improper Repo Bill charge of \$105.

7. In addition AHFC contends that since Kersey's lease has ended, ignoring the fact that Kersey has purchased the vehicle and was attempting to pay the consideration required under the contract with Chambers, AHFC claims that Kersey needs to pay the full purchase price for the vehicle in significant excess of the amount needed in the contract with Chambers, which Kersey believes is about \$1200.

Demand for Judgment

Therefore, the plaintiff demands judgment against the Defendants to be determined by a jury, plus interest and costs for the following offenses:

- a.. Illegally attempting to repossess Kersey's vehicles on numerous occasions.
- b. Determining the amount actually owed to satisfy the Purchase Contract that Kersey has with the Defendants
- c. Providing Kersey with damages for the improper actions of the Defendants
- d. Making a first improper Repo Charge of \$105.
- e. Making a second improper Repo Charge of \$105.
- f. Making a third improper Repo Charge of \$105.
- g. Making a fourth improper Repo Charge of \$105.
- h. Making a fifth improper Repo Charge of \$105..

- i. Engaging in abuse of process by purporting to act under a lease when the actor was neither the lessor or a lessee
Kersey demands monetary damages in the amount of \$10,000, and punitive damages in the amount of \$1,000,000.

Jury Demand

Plaintiff Kersey demands a trial by jury on all issues so triable

Date: May 24, 2018

B. THE APPELLATE COURT OF APPEALS UPHELD THE IMPROPER DISMISSAL EVEN THOUGH THE REQUESTED PAUPER STATUS WAS IMPROPERLY DENIED

The Court of Appeals upheld the improper dismissal on the ground that Petitioner could not proceed *forma pauperis* ("IFP"). The court, in reliance on 28 USC 1915 improperly certified that the appeal was not taken in good faith. The Appeals court said: The district court certified that the appeal was not taken in good faith. See 28 U.S.C. § 1915(a)(3). We agree that good faith is lacking, and appellant has not identified any non-frivolous argument on appeal. See *Coppedge v. United States*, 369 U.S. 438,445 (1962). Thus, the request to proceed IFP on appeal is denied.

28 U.S.C. § 1915(a)(3) ONLY APPLIES TO PRISONERS; *COPPEDGE V. UNITED STATES*, 369 U.S. 438,445 (1962) INVOLVED A PRISONER WHO WAS GRANTED PAUPER STATUS

Allegedly, after careful review of the record, the Appeals Court concluded, substantially for: the reasons stated by the district court in its December 18, 2017 memorandum and order, that dismissal of the complaint was proper. Therefore, no substantial question is presented in this appeal, and the judgment of the district court is summarily affirmed. See 1st Cir. R. 27.0(c). If Kersey was entitled to Appeal how can an Appellate Court make such a decision.

C. THE TRIAL COURT AND THE COURT OF APPEALS FAILED TO GRANT SANCTIONS

In view of the improper actions against Petitioner, as detailed above, Sanction should have been awarded to Petitioner. R11.

CONCLUSION

The case should be returned to the District Court for Discovery and a Seventh Amendment Jury Trial on the questions raised, to be decided by the jury that Kersey has claimed pursuant to the Constitution

Respectfully submitted,

/s/ *George Kersey*
George Kersey
Petitioner
P.O. Box 1073
Framingham, MA 01701
(518) 966-9690

Dated: April 27, 2019

CERIFICATE OF SERVICE

I, hereby certify that a true copy of the above document will be served upon
Defendants by first class mail.



George Kersey