

RECEIVED SUPREME COURT OF THE UNITED STATES
OF AMERICA

WARREN PARKS

COMPLAINANT

WARREN PARKS

Agent - BENEFICIARY

- VS -

THE DISTRICT OF THE UNITED STATES
OF AMERICA, SEVENTH CIRCUIT COURT

DEFENDANT

Affidavit of Truth, Fact, Rule 44, Rehearing

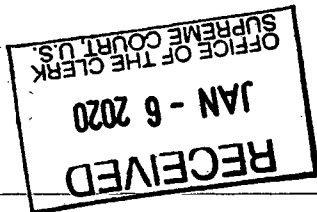
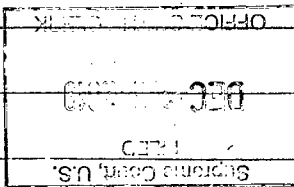
Now comes, the BENEFICIARY by the First to Article of the Constitution
Respectfully request this Court for a new rehearing on the the
Above ENTIRE CASES,

Restricted Grounds

1). The Court on December 16, 2019, THE PETITION FOR A WRIT
OF MANDAMUS is denied. Parks objection to the Courts order
saying that Parks filed a Petition, when the records shows
that Parks filed and Affidavit.

ARGUMENT

The difference between the two, (1) A Petition seeks the Court
best DISCRETION, while AND Affidavit does not seeks the
Courts discretion, but must be litigated. Therefore the order
of the Court violates, the 14 teeth Admenment due Process.



Argument

3. Rule 17. Procedure in an Original Action under Article 3 of the Constitution (1) Filed as provided (2) Federal Rule of Civil Procedure (3) Initial Pleading (4) Case will be placed on docket (5) No more than 60 days (6) Summons (7) both Governor and Attorney General, there is nothing in the Rules of the Supreme Court of the United States that would suggest that Affidavit, writ mandamus be heard under the considerations of a certiorari, for this in good faith, under the clean hands doctrine Parks object to the issue of the court order 12/16/2019.

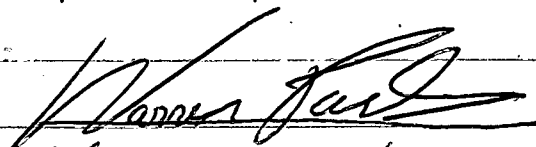
Contracts make the law, the only way an act of the state can be binding on him is if Parks contract with the state of Indiana through act, no contract, no consent, offer refused. The court has error in its order 12/16/2019, it is a presumption that Parks is in contract with the state, which is being objected to because there is no contract.

Argument

2. Parks sought from the state of Indiana (1) Validation of the debt, that is, the actual accounting (2) verification of their claim against him, that is, a signed invoice (3) A copy of the contract binding both parties (Parks and state of Indiana), in a letter by certified mail so that there is an independent witness to it having been delivered. There is no contract, they the state remain silent.

The government established a colorable law system to fix its colorable currency, which be a system of law which was completely colorable from start to finish. This system of law is codified as the Uniform Commercial Code (UCC) and has been adopted in every state of the Union. This is colorable law, used in all of the courts of the Nation. Under the UCC, agreements can be binding, and if Parks only exercise the benefits of an agreement, it is presumed or implied, that Parks intend to meet the obligations associated with those benefits. Parks has use the benefit being used, with the privilege of discharging debt instead of paying debt with substance (body). The UCC have the remedy and recourse, and they are found right in first volume, at UCC 1-207 and 1-103. Reservation of right preserves whatever right the person (Parks), possessed at that time, and prevents the loss of such rights by application of the concept of waiver or estoppel. (UCC 1-207.7) When a waivable right or claim is involved, the failure to make a reservation thereof causes a loss of the right, and bars its assertion at a later date. (UCC 1-308.9) Parks made his claim early at the filing of the complaint, the sufficiency of the reservation, any expression indicating an intention to reserve rights, is sufficient, such as without prejudice (UCC 1-308.4), Parks sign the legal paper (see writ. Mandamus) that deals with the Federal Reserve Notes under Parks signature it states All Right Reserve UCC 1-308, Parks has reserved his rights see UCC 1-308.4, this sufficiently reserved Parks rights. When Parks use "All Rights Reserve / without Prejudice UCC 1-308 in connection with his signature, Parks is saying I reserve my right -

- Not to be compelled to Perform under any contract or Commercial agreement that he did not enter knowingly, voluntarily, and intentionally AND Parks do not accept the liability of any Compelled benefit (WARREN PARKS), OR ANY UNREVEALED contract or Commercial agreement. Wherefore UCC 1-308 ANY statutes must be construed in harmony with the Common Law. Under the Common Law Article IV SECTION 4 guarantees when a Judge enforces acts beyond his authority under color of law, Judicial immunity is lost it is nothing less than lawless violence. Ableman vs Booth, 21 Howard 506. No State can deprive any person life, liberty, or property, without due process of law, nor deny to any person within its Jurisdiction the equal protection of the laws. ANY Court that ignores due process is not a Common Law Court Under Article III of the Constitution; such as this case is PROFF this Court UNLAWFUL, AND CONSEQUENTLY HAS NO LEGAL AUTHORITY over the ALLEDGE PETITIONER without his consent. SEE Cohen vs Virginia, 6 Wheat 264. Wherefore UNDER Common Law the Court ONLY Job is to play referee, NOT PROSECUTOR AND JUDGE, this would be a contract of interest. BY LAW OF THE LAND is more clearly intended the general law, a law which hears before it condemns; which proceed upon inquiry and renders Judgment only after trial. DARTMOUTH College Case, 4 Wheat, U.S. 518, 4 ED 629.


Warren Parks / WITH PREJUDICE
All Right ReserVE UCC

1-308

[277726748
12-29-19]

I Dispute this debt and all
Claims to contract in accordance
with 15 USC. 1692. (G)

(4)

Great SEAL Warren Parks
Family Name PARKS



IN THE SUPREME COURT OF THE
UNITED STATES OF AMERICA

WARREN PARKS

COMPLAINANT

Warren Parks

AGENT - BENEFICIARY

- VS -

THE DISCOURT OF THE UNITED STATE
OF AMERICA, SEVENTH CIRCUIT COURT

UNITED STATES OF AMERICA

DEFENDANT

Affidavit of Truth, FACTS

Mandamus AND DISCIPLINARY ACTION

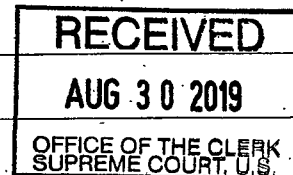
Enter Now the AGENT BY SPECIAL APPEARANCE, for the
COMPLAINT WARREN PARKS, INVOKING the COURT'S
ORIGINAL JURISDICTION UNDER ARTICLE III OF THE CONSTITUTION
OF THE UNITED STATES.

JURISDICTION

28 U.S.C. § 1251 AND U.S. CONST. AMEND. 11. A PETITION/COMPLAINT
FOR AN EXTRAORDINARY WRIT IN aid of the COURT'S APPELLATE JURISDICTION
SHALL BE FILED AS PROVIDED IN Rule 20.

FACTS

NEXT PAGE



JUSTIFY THE GRANTING

THE LOWER COURT IS A BULLY, AND BECAUSE PARKS IS IN THE PRISON SYSTEM, THE LOWER COURT HAS BULLY PARKS, AND THREATENING AND INTIMIDATE PARKS, WITH THIS UNJUST SANCTION, THE LOWER COURT HAS USE THE PRISON SYSTEM TO STOP PARKS FROM FILING, WHICH IS A DENIAL OF ACCESS TO THE COURT. THE JUSTIFYING OF GRANTING THIS IS CLEARLY THE SANCTION IS A VIOLATION OF PARKS DUE PROCESS, AT WHICH THE COURT BY ITS OATH AGREED TO UPHOLD THE CONSTITUTION AND LAWS THE SANCTION IS A VIOLATION OF THE FEDERAL RULES CIVIL PROCEDURE PARKS HAD EVERY RIGHT TO SHOW CAUSE, HEARING.

PARKS PAID THE \$500.00 USING HIS EXEMPTION, HOWEVER THE COURT/LOWER COURT DID NOT LIKE THE MYTHED, AND REFUSE TO ACCEPT, BUT FAILED TO RETURNED THE DOCUMENTATION; UNDER THE TRUTH AND LENDING THE LOWER COURT FAILED TO RETURN THE DOCUMENT, AND KEPT IT, PARKS HAS NO ADEQUATE RELIEF CANNOT BE OBTAINED IN ANY OTHER FORM FROM ANY COURT, SEE U.C.C. R. 9, BY KEEPING THE PAYMENT INSTRUMENT THE SANCTION IS PAID.

CONCLUSION

PARKS SEEKS THIS COURT TO REMOVE THE SANCTION, AND STOP THIS COURT BULLY THREAT AND INTIMIDATION THIS IS UNCALLED FOR, THIS COURT HAS MADE THE RULE OF LAW INTO A JOKE, PARKS SEEKS TO LEAVE THIS CORPORATION BECAUSE ITS TOTALLY UNFAIR, BECAUSE OF THE ACTION OF THE LOWER COURT.

Warren Parks
Warren Parks
All Rights Reserve
UCC 1-308