

No. 20-756

In the Supreme Court of the United States

Christopher Gary Baylor,

Petitioner,

v.

AYANO ETO,

Respondent.

ON WRIT OF CERTIORARI TO THE
MINNESOTA SUPREME COURT FOR
THE STATE OF MINNESOTA

PETITION FOR REHEARING EN BANC

Christopher Gary Baylor
AAFA- Advocate
491 Baltimore Pike, 105
Springfield, PA 19064
P: (484) 682-2605
cbaylor@aafa-law.org

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Christopher Gary Baylor,

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v.

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On Petition for a Writ of Certiorari to the
Minnesota Supreme Court for the Third District

PETITION FOR REHEARING EN BANC

Pursuant to Rule 44¹, Petitioner, African and Native American male, Christopher Gary Baylor, on behalf of himself, petitions the United States Supreme Court for re-hearing before a full nine-Member Court.

¹ "Any petition for the rehearing of any judgment or decision of the Court on the merits shall be filed within 25 days after entry of the judgment or decision."

1. Petitioner, Florida resident, Christopher Gary Baylor (hereinafter “Baylor”), petitioned this Court for review of State court decisions that decided important constitutional rights that implicate federal question jurisdiction pursuant to U.S.S.C Rule 10(b)². As a core matter, not to be confused with a *pro se* litigants ability to over plead other related matters, nonetheless calls for review of a fundamental one through this Court’s supervisory power when a State court in Minnesota validates a void marriage which infringes upon Baylor’s religious right to marry. Matthew 5:31-32, Mark 10:2-12. KJV.
2. As a matter of law, the parties non-witnessed and non-ceremonial marriage contract, *see Appx. "A"* “conflicts of law principle states that the validity of a marriage is determined by the law of the place where contracted” *Loughran*, 292 U.S. 216, *see also* 20 CFR 404.725(a)³. The way the “*court of last resort*”⁴ in the State of Minnesota affirmed its own decision “*conflicts with the decision of another state court of last resort [and] of a United States court of appeals.*”⁵

² “a state court of last resort has decided an important federal question in a way that conflicts with the decision of another state court of last resort or of a United States court of appeals” United States Supreme Court Rule 10.

³ “A valid ceremonial marriage is one that follows procedures set by law in the State or foreign country where it takes place.”

⁴ U.S.S.C. Rule at (b).

⁵ *Id.*

3. The Minnesota State court decision does not comport with the prohibition against common-law marriages — abolished in the State of Minnesota since 1942⁶ and Florida since 1968⁷; and the parties are not citizens of the same or any State recognizing common-law marriage — Colorado⁸, Iowa⁹, Kansas¹⁰, Montana¹¹, New Hampshire¹², South Carolina¹³, Texas¹⁴ and Utah¹⁵. Thus a marriage so contracted is a mere nullity and may be declared to be such in any proceeding, direct or collateral, where the question may arise and no judicial decree is necessary to establish its invalidity. 55 C.J.S., Marriage, § 17. See also 35 Am. Jur., Marriage, § 148.

⁶ "A civil marriage, so far as its validity in law is concerned, is a civil contract between two persons, to which the consent of the parties, capable in law of contracting, is essential. A lawful civil marriage may be contracted only when . . . the civil marriage is contracted in the presence of two witnesses. Marriages subsequent to April 26, 1941, not so contracted shall be null and void." Minn. Stat. § 517.01.

⁷ "No common-law marriage entered into after January 1, 1968, shall be valid" Fla. Stat. § 741.211.

⁸ Colo. Stat. §14-2-109.5.

⁹ Iowa Code §595.1A.

¹⁰ Kan. Stat. §23-2502.

¹¹ Mont. Stat. §40-1-403.

¹² N.H. Stat. §457:39.

¹³ S.C. Stat. §20-1-360.

¹⁴ Tex. Family Law §2.401-2.402.

¹⁵ Utah Stat. §30-1-4.5.

Dakota County, Minnesota
Department of Health, Vital Statistics

CERTIFICATE OF MARRIAGE

STATE OF MINNESOTA
COUNTY OF DAKOTA

I, so certify that the records of Vital Statistics in Dakota County record and show

Name: CHRISOPHER GARY BAYLOR Date of Birth: 04/16/1978
Name: AYANO ETO Date of Birth: 02/01/1985

Date of Marriage: Monday, February 10, 2014

Date Recorded: Tuesday, February 11, 2014

Date Printed
Tuesday, February 25, 2014

The Names After Marriage Shall Be:
Name: CHRISTOPHER GARY BAYLOR
Name: AYANO ETO BAYLOR

Both 20 CFR 404.725(a) and Minn. Stat. § 517.01 state that a marriage contract requires the signature of two witnesses, but because the parties marriage is a sham, none are found since no witnesses were present and no ceremony took place, thus void as a matter of law.

COUNTY TREASURER AUDITOR

PRINTED
2/11/2014

Warning: This certificate is not valid if it has been altered in any way whatsoever.

(1) Can a State court dissolve a common-law marriage by decree when void as a matter of federal and state law?

Other Court Conflict

4. The courts in the State of Minnesota refuse to adhere to any law, therefore its decision not only contravenes both federal and State law, but conflicts with another State court. In *Smith* the supreme court of Florida historically holds "common-law marriages void," and provides "[n]o common-law marriage ... shall be valid." *Smith*, 224 So.3d 740 (Fla. 2017). The Florida supreme court also said invalid marriages that subsequently ripen into presumptively valid common-law marriages should not bar or preclude the innocent party to such fraud practiced upon him, by having it judicially void. *Jones*, 119 Fla. 824, 832, 161 So. 836, 839 (1935). The Eleventh Circuit Court of Appeals in the State of Florida has even said "when a marriage is void, it is treated as if no marriage had ever taken place. It therefore follows that [Respondent] was never the spouse of [Baylor]" *Perdomo v U.S. Attorney Gen.*, 12-13973, (11th Cir. 2013).

5. The State court of Minnesota issued a decree to divorce parties to a common-law marriage void as a matter of law because it was never witnessed, signed nor ceremonial, where now an invalid divorce decree infringes upon Baylor's right to actually marry based on his religious belief. According to the Federal Rules of Appellate Procedure (FRAP), a petition for panel rehearing is used to call to the court's attention any material errors of law or fact resulting in a denial of justice. FRAP 40(a)(2). The United States Supreme Court violates Baylor's religious rights under U.S. Const., amend I.; and international right to marry under the UDHR, Art. 16; and ICCPR, Art. 23, Cl. 2.

* * * * *

The United States Supreme Court has never decided if a State court has jurisdiction to dissolve a common-law marriage as a matter of equity or discretion when forbidden by law and public policy, especially when a State court because of extrinsic fraud used to obtain *juris*, neither lawfully obtained personal jurisdiction over the person, nor had jurisdiction to render a divorce decree to dissolve a purported marriage. The State court of Minnesota ignored Baylor's argument asserting his religious rights. In declining to also hear this matter as a matter of law, the United States Supreme Court has not only violated Baylor's religious rights under the United States Constitution, and right to marry under the Universal Declaration of Human Rights, and International Covenant on Civil and Political Rights, but Due Process and Equal Protection under U.S. Const. amend XIV. Wherefore the foregoing reasons, the State court's decision, at a constitutional minimum, should be granted, reversed and remanded in regards to issuance of a decree to dissolve an already void marriage allotting rights only given to married couples, an unlawful decree that impedes upon Baylor's religious rights.

Respectfully Re-Submitted



By: Christopher Gary Baylor
Christopher Gary Baylor

March 2021

CERTIFICATE OF COUNSEL

I hereby certify that this petition for rehearing en banc is presented in good faith and not for delay or harassment, and is (1) limited to intervening circumstances of a substantial or controlling effect under the Doctrine of Frustration, because discovery of a void marriage contract is an event that frustrates the normal performance of the terms of the contract, without the fault of either party and for which the contract makes insufficient provision, which so significantly changes the nature of the parties rights or obligations from what they could reasonably have contemplated when they executed the contract. It would be unjust for either the State court or the United States Supreme Court to hold the parties to it under the circumstances. In such situations, neither party should be discharged from performance under a void contract by unlawful dissolution or decree.

The (2) other substantial ground not previously presented here is a religious right rarely heard by State courts (presented below but not heard), and is amongst constitutional rights never recognized or heard by the United States Supreme Court unless intertwined with the deprivation of Civil Rights, the only right given to Blacks in all White courts. Where here, an African Native American male is bound to the standing principle of Chief Justice Roger Taney's claim in Dred Scott v. Sandford (1857) that blacks are "so far inferior that they ha[ve] no rights which the white man [i]s bound to respect". Never has the U.S. Supreme Court granted or recognized the above stated rights to any Black *pro se* litigant in any civil case. This stands true since no court recognizes a Black's right to petition, *see* related case 20-1052.

/s/ Christopher Gary Baylor
Christopher Gary Baylor

**Additional material
from this filing is
available in the
Clerk's Office.**