

Supreme Court, U.S.  
FILED  
SEP 28 2021  
OFFICE OF THE CLERK

No. 21-1067

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IN THE  
SUPREME COURT OF THE UNITED STATES

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ra nu ra khuti amen bey,  
Petitioner,  
v.  
UNITED STATES,  
Respondent,

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On Petition for a Writ of Certiorari to the  
United States Court of Appeals for the Federal  
Circuit  
2021-1921

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**PETITION FOR A WRIT OF CERTIORARI**

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ra nu ra khuti amen bey  
P.O. Box 11205  
tampa-territory, florida- republic [33680-9998]  
813-293-5194 / [ruty7bey@gmail.com](mailto:ruty7bey@gmail.com)

Petitioner is a Moorish American National, Natural  
Man with a Soul, In-Propria Persona, Sui Juris, In  
Solo Proprio, Sue Heredes, Heir, In- Full Life, with  
Rectus Curia and Personam Standi In-Judicio,  
Authorized Representative, Living Principal, Private  
Banker

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### Constitutional Questions / Federal Questions

1. Whether plaintiffs' erroneously given "inferior status" and denied the right to redress the UNITED STATES on obligations such as certificates of indebtedness and federal income tax returns on "United States" tax liability issues by denying access to the court because of false threshold reasons under 12(b)(1) and 12(b)(6) of the ("RCFC") can collaterally attack the federal employees bonds, risk management policies and equity under 26 U.S.C. 2203; 26 U.S.C. 2002; 18 U.S.C. 242; and 26 U.S.C. 7203 ?
2. Whether Federal Court Clerks and Judges erroneously labeled the United States as "government" allowing the assumption that the United States has "sovereign immunity from suit" under the grounds of United States v. Sherwood, 312 U.S. 584, 586 (1941) can deny plaintiffs' who are indigenous people and secured party creditors due process of the law and the right to redress tax fraud and original issue discount abuse by the United States under 18 U.S.C. 1028 can be collaterally attacked by plaintiffs' under 28 U.S.C.3002; and 18 U.S.C.242?
3. Whether the United States can erroneously limit the definition of debt instruments to Federal Reserve Notes under 26 U.S.C. 1273 - 1275 while it systemically keep private bankers / secured party creditors from using their exemption provided in House Joint Resolution 192 and public law 73.10 can be sued 12 U.S.C. 1813(l)(1)(2)?
4. Whether plaintiffs' debt instruments issued with original issue discount in the actual or constructive possession of the United States Employees are includable as gross income under 26 USC section 61 can collaterally attack federal employees bonds,

equity and risk management policies under 26 U.S.C. 7201 and 18 U.S.C.242?

5. Whether plaintiffs' who's original issue discount has been abused and erroneously used by the United States State and Federal Judges under the Internal Revenue Service Publication 1212 concerning nominee can collaterally attack the United States and its agents under 12 U.S.C. 378 (a)(1)(2)(b); and 26 C.F.R. 1.701-2?
6. Whether a plaintiffs' debt instrument issued with original issue discount and in the actual or constructive possession of the United States Judge(s) erroneously held as illegal contraband makes the United States Judges "executor" and Liable for the taxes during a taxable termination event can be collaterally attacked by plaintiffs' under 26 U.S.C. 2203; 26 U.S.C. 2002; and 26 C.F.R. 1.701-2?
7. Whether plaintiffs' erroneously not given the required copy of the 1099 OID showing plaintiffs' as the payor of the funds and the United States as the recipients of the funds under the original issue discount rules concerning taxable income can collaterally attack the United States for failure to file and abuse of the original issue discount under U.C.C. 3-305; 26 U.S.C. 1273; 15 U.S.C. 1692; 26 CFR 1.1275-2 (g); and 26 U.S.C. section 61(a)(4)?
8. Whether a secured party creditor erroneously foreclosed on by United States Trustee under Florida Statute 45.0315 can collaterally attack her illegal search and seizure under the 4<sup>th</sup> Amendment of the United States Constitution; and 26 U.S.C. 2612?
9. Whether an accommodation bill of exchange functions in effect as a short – term collateral – backed interest bearing loan and does the buyer in this transaction have a right to be repaid the principal and interest

(coupons) on the bond at maturity or sale under UCC 4-106(b)?

10. Whether a secured party erroneously denied discharge by the United States Agents has a right to take possession of certificates of indebtedness that is the end result of an accommodation bill of exchange entered into with the United States when the United States is in default under UCC 9-609(b)(c) can be collaterally attacked under 12 U.S.C. 411; and 12 U.S.C. 1813(L)(1)(2)?
11. Is an indigenous American acting as a secured party creditor protected by the due process and equal protection clauses of the 5<sup>th</sup> and 14<sup>th</sup> Amendments of the United States Constitution protected from willful acts done by the United States Federal Employees under color of law whereas these employees did modify or terminate the secured party creditors interest in Real Property and NOT file the required tax forms as outlined in title 26 USC 2612; 26 USC 2203 and the Internal Revenue Service Publications 1212, A and C can be collaterally attacked under 26 U.S.C. 2612; Internal Revenue Code 2201?
12. Whether secured party creditors' erroneously denied entry beyond the threshold into the court for relief by way of a tax return as part of a claim for redress against the United States / United States Incorporated / USA under 28 U.S.C. 1915(a)(3) and lack of jurisdiction by way of the courts forced assumption of the plaintiffs' status as pro se, in forma pauperis, and Moorish sovereign citizens by United States Federal and State Judges can collaterally attack their case being dismissed under 18 U.S.C. 246 whereas the standard of review is based in Steel Co. v. Citizens for a Better Env't, 523 U.S. 83, 94-95 (1998). "Without jurisdiction the court cannot proceed at all in any cause"?

13. Whether the United States Incorporated (respondent) erroneously given sovereign immunity is an entity entirely separate from government when dealing with commercial paper under the Legislative Act of February 21, 1871, 41<sup>st</sup> Congress, Session III, Chapter 62, page 419 with legal grounds set forth in Clearfield Trust Co. v. U.S., 318 U.S. 363 (1943) 318 U.S. 7444, 63 S. Ct. 573, 87 L. Ed. 838, 43-1 USTOP 10.051 can be collaterally attacked by the plaintiffs' for an offset of federal tax return under 28 U.S.C. 1491(a)?
14. Is an indigenous American who is party to an accommodation bill of exchange entered into by the Drawer / Drawee of the United States entitled to a 1099 OID identifying the indigenous American secured - party - creditor as the payor of the funds and the United States as the recipient of the funds protected by the Contracts Clause found in Article I, Section 10 as well as the 5<sup>th</sup> and 14<sup>th</sup> Amendments of the Constitution to the United States of America?
15. Whether a secured party with an Express Written Contract with the United States erroneously ignored by the United States Agents under the definition of the RICO Act have a right to enforce this contract when the other party (United States) has breached its obligation to discharge the debt and tax liability on commercial paper (debt instruments issued with original issue discount) can collaterally attack the party obligated to pay under 31 U.S.C. 3716(a)(1)(2)(3)(4)(L)(1)(4)?

16. Next, there is the Constitutional Question of whether plaintiffs' who gave notice of intent to create a trust with United States state and federal employees who refused the appointment of trustee under the Power of Appointment Act of 1951 can collaterally attack the breach of trust under 28 U.S.C. 1491(a)(1)(2)?
17. Does the United States agents / United States Incorporated have a right to enter into an Express Written Contract and an accommodation bill of exchange which functions in effect as a short-term collateral-backed interest bearing-loan and erroneously engage in Proprietary Trading by not allowing the buyer / secured party the right to seek redress and be repaid the principal and interest (coupons) on the bonds at maturity or sale under U.C.C. 9-607(a) and U.C.C. 9-609(a)(2)(b)(c) can be collaterally attacked by plaintiffs' under 26 U.S.C. 7403, The Dodd-Frank Act provisions to the Volker Rule and the RICO Act?
18. Whether plaintiffs' erroneously denied right to due process of the law as outlined in 18 U.S.C. 1503 by United States Supreme Court Clerk of Court for photo reproduction of appendices and failure to pay \$300 Federal Reserve Notes can collaterally attack their denial or right under 18 U.S.C. 2071 – failure to file whereas the legal standard set forth in Erickson v. Pardus, 551 U.S. 89, 94 (2007) (per curiam) (quoting Estelle v. Gamble, 429 U.S. 97, 106 (1976)) states pleadings like those submitted by plaintiffs' are "held to less stringent standards than formal pleading drafted by lawyers" and are "to be liberally construed" and attacked under the RICO Act?
19. Do United States agents who exercise erroneous delegated authority to use an individual's credit and do a nominee for the true owner in an attempt to

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engage in a transaction to achieve a result that is unreasonable in light of the purposes of the OID rules under 26 CFR 1.1275(2) – anti abuse rule can be collaterally attacked under the RICO Act?

**PARTY'S TO THE PROCEEDINGS**

1. DOUBLE LION UCHET EXPRESS TRUST, (skip person) – Interested Party
2. delma andrews-powley – Interested Party
3. ra nu ra khuti amen bey, Petitioner
4. United States a.k.a. U.S. Inc, pursuant The Legislative Act on February 21, 1871 - 41<sup>st</sup> Congress, Session III, Chapter 62, page 419, Defendant – Respondent
5. United States Court of Appeals for the Federal Circuit (Per Curiam) – Respondent
6. United States Court of Federal Claims, MARGARETT M. SWEENEY, Judge - Respondent
7. RICHARD L. PARKER, Attorney, Defendant – Respondent
8. DIRECTOR, TAX DIVISION, Defendant – Respondent
9. SUSAN G. BRADEN, Judge United States Court of Federal Claims (OID recipient of funds on 2017 Federal Tax Return)
10. United States Middle District Bankruptcy Judge, CATHERINE PEEK MCEWEN
11. Hillsborough County 13<sup>th</sup> Judicial Circuit Judge, CAROLINE TESCHE ARKIN

**Directly Related Proceedings**

1. United States Court of Appeals for the Federal Circuit: 21-1921 DOUBLE LION UCHET EXPRESS TRUST v. US document 12 filed on 07/15/2021 “ORDER filed terminating appeal”; 21-152 bey v. STUART; 21-155 bey v. STUART
2. United States Court of Federal Claims: 1:20-cv-01074 DOUBLE LION UCHET EXPRESS TRUST v. US Document 24 Filed on 04/16/2021 “Judgment entered, pursuant to Rule 58, dismissing without prejudice.



3. 11<sup>th</sup> Circuit Court of Appeals: 21-11522 bey v. CINDY STUART ET AL; 21-12596 bey v. CINDY STUART ET AL; 21-12645 bey v. CAROLINE TESCHE ARKIN
4. Middle District of Florida Tampa Division: 8:21-cv-00920 bey v. STUART ET AL; 8-21-cv-00940 bey v. STUART ET A

**CORPORATE DISCLOSURE STATEMENT  
PURSUANT RULE 14(1)(b)(ii)**



No. 21

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**IN THE  
SUPREME COURT OF THE UNITED STATES**

ra nu ra khuti amen bey,

Petitioner,

v.

**UNITED STATES,**

Respondent,

On Petition for a Writ of Certiorari to the  
United States Court of Appeals for the Federal  
Circuit

2021-1921

**NOTICE OF CORPORATE DISCLOSURE**

ra nu ra khuti amen bey  
P.O. Box 11205

tampa-territory, florida- republic [33680-9998]

813-293-5194 / [ruty7bey@gmail.com](mailto:ruty7bey@gmail.com)

Petitioner is a Moorish American National, Natural Man with a Soul, In-Propria Persona, Sui Juris, In Solo Proprio, Sue Heredes, Heir, In- Full Life, with Rectus Curia and Personam Standi In-Judicio, Authorized Representative, Living Principal, Private Banker

COMES NOW, ra nu ra khuti amen bey, a Moor American National, Original, Indigenous, Natural Inhabitant, Living Human-Being, In Propria Persona, Sui Juris, In Solo Proprio, hereby files this Affidavit of Facts in pursuance of ease of access to the courts during this recent pandemic, and as grounds therefore states as follows:

- Pursuant to Supreme Court Rule 29.6, ra nu ra khuti amen bey and delma andrews-powley discloses the following. There is no parent or publicly held company owning 10% or more of applicant's stock.
- Co-plaintiff(s) state for the record that natural people and are not to be confused with corporate

entities. Also, the DOUBLE LION UCHET EXPRESS TRUST is no such corporation either having a parent corporation and is not a publicly held corporation owning 10% or more of stock.

- BERTRAM ANDREWS-POWLEY, III is a strawman / transmitting utility/ ens legis. ra nu ra khuti amen bey is the authorized representative / living principal for the aforementioned strawman (BERTRAM ANDREWS-POWLEY, III). ra nu ra khuti amen bey does have a private security agreement and a commercial security agreement with this transmitting utility... see financing document number: 201703020543

1. Each person – including each lawyer, association, firm, partnership, corporation, limited liability company, subsidiary, conglomerate, affiliate, member, and other

identifiable and related legal entity – that has or might have an interest in the outcome:

- UNITED STATES / USA / US / CABAL / CABAL

**MEMBERS**

ADDRESS PURSUANT TO ARTICLE I of the Constitution

- CATHERINE PEEK MCEWEN, UNITED STATES BANKRUPTCY JUDGE MIDDLE DISTRICT OF FLORIDA TAMPA DIVISION  
C/O Office of the Clerk

United States Courthouse

TAMPA, FLORIDA 33602

- ELIZABETH A. KOVACHEVICH, UNITED STATES JUDGE MIDDLE DISTRICT OF FLORIDA TAMPA DIVISION  
C/O Office of the Clerk

United States Courthouse

TAMPA, FLORIDA 33602

- WILLIAM F. JUNG, DISTRICT JUDGE  
C/O Office of the Clerk

United States Courthouse

TAMPA, FLORIDA 33602

- ANTHONY E. PORCELLI, US MAGISTRATE  
C/O Office of the Clerk

United States Courthouse

TAMPA, FLORIDA 33602

- CHARLENE V. HONEYWELL, DISTRICT JUDGE  
C/O Office of the Clerk

United States Courthouse

TAMPA, FLORIDA 33602

- THOMAS G. WILSON, US MAGISTRATE  
C/O Office of the Clerk

United States Courthouse

TAMPA, FLORIDA 33602

- NORTHCUTT, 2<sup>nd</sup> DISTRICT COURT OF APPEAL  
C/O DISTRICT COURT OF APPEAL SECOND DISTRICT

P.O. BOX 327

LAKELAND, FLORIDA 33802-0327

- CASANUEVA, 2<sup>nd</sup> DISTRICT COURT OF APPEAL C/O DISTRICT COURT OF APPEAL SECOND DISTRICT  
P.O. BOX 327

LAKELAND, FLORIDA 33802-0327

- ATKINSON, JJ, 2<sup>ND</sup> DISTRICT COURT OF APPEAL C/O DISTRICT COURT OF APPEAL SECOND DISTRICT  
P.O. BOX 327

LAKELAND, FLORIDA 33802-0327

- CAROLINE TESCHE ARKIN, CIRCUIT JUDGE  
C/O 800 East Twiggs Street

TAMPA, FLORIDA 33601

- SANDRA TAYLOR, SENIOR JUDGE  
C/O 800 East Twiggs Street

TAMPA, FLORIDA 33601

- ELIZABETH G. RICE, CIRCUIT JUDGE  
C/O 800 East Twiggs Street

TAMPA, FLORIDA 33601

- PAT FRANK, HILLSBOROUGH COUNTY  
COMPTROLLER OF THE CURRENCY  
800 East Twiggs Street

TAMPA, FLORIDA 33602

- ELIZABETH M. WARREN, CLERK OF COURT  
MIDDLE DISTRICT OF FLORIDA TAMPA  
DIVISION  
C/O Office of the Clerk

United States Courthouse

TAMPA, FLORIDA 33602

- MARY ELIZABETH KUENZEL, CLERK OF  
THE COURT  
C/O DISTRICT COURT OF APPEAL SECOND  
DISTRICT

P.O. BOX 327

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Supreme Court of Florida  
  
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- DAVID J. SMITH, CLERK OF COURT  
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COURT OF APPEAL  
ELEVENTH CIRCUIT OFFICE OF THE  
CLERK  
  
56 FORSYTH STREET N.W.  
  
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INVESTIGATION GROUP  
  
AMERICAN INTERNATIONAL GROUP, INC  
  
80 PINE STREET, 4<sup>TH</sup> FLOOR  
  
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- WILLIAM G. JURGENSEN, CHAIRMAN OF  
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INSURANCE GROUP  
C/O INTERNAL AUDIT DIVISION-  
INVESTIGATION GROUP  
  
AMERICAN INTERNATIONAL GROUP, INC  
  
80 PINE STREET, 4<sup>TH</sup> FLOOR  
  
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- JOHN LAWLESS, Esq.  
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P.O. BOX 349626  
  
TAMPA, FLORIDA 33694
- DAVID GEE (CHAD CHRONISTER), Sheriff  
2008 E 8<sup>th</sup> Avenue  
  
Ybor City, Florida 33605
- ROTHENBERG, Deputy Sherriff  
2008 E 8<sup>th</sup> Avenue  
  
Ybor City, Florida 33605
- BOB BUCKHORN, CITY OF TAMPA MAYOR  
306 East Jackson Street  
  
Tampa, Florida 33602
- KRISTEN M. OTTINGER, Esq., CITY OF  
TAMPA ATTORNEY  
City Attorney's Office  
  
315 E. Kennedy Blvd. 5<sup>th</sup> Floor

Tampa, Florida 33602

- U.S. BANK NATIONAL ASSOCIATION, as TRUSTEE for ASSET BACKED FUNDING CORPORATION ASSET BACKED CERTIFICATES, SERIES 2006 HE1  
US BANKCORP CENTER, 800 NICOLLET MALL  
  
MINNEAPOLIS, MN 55402 USA
  
- ANDREW J. CECERE CEO, US BANK,  
US BANKCORP CENTER, 800 NICOLLET MALL  
  
MINNEAPOLIS, MN 55402 USA
  
- MICHAEL A. COLE PRESIDENT, US BANK  
US BANKCORP CENTER, 800 NICOLLET MALL  
  
MINNEAPOLIS, MN 55402 USA
  
- TERRANCE R. DOLAN, CFO, US BANK  
US BANKCORP CENTER, 800 NICOLLET MALL  
  
MINNEAPOLIS, MN 55402 USA
  
- KEVIN J. GOLDADE, TRUSTEE US BANK  
US BANKCORP CENTER, 800 NICOLLET MALL  
  
MINNEAPOLIS, MN 55402 USA
  
- GLENN MESSINA, CEO PHH MORTGAGE SERVICES

1 MORTGAGE WAY

MT. LAUREL, NJ. 08054

- ROBERT CROWL, PHH MORTGAGE SERVICES

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- BRYAN DUGGAN, PRESIDENT  
OCWEN LOAN SERVICING LLC

PO BOX 660264

- PHYLISS CALDWELL CFO/ DIRECTOR  
OCWEN LOAN SERVICING LLC

PO BOX 660264

- HELEN LENSENEY  
ALPHA OMEGA TITLE SERVICING, INC

14001 N DALE MABRY HWY.

TAMPA, FLORIDA 33618

- RANDAL SCOTT PRESIDENT  
FIRST AMERICAN TITLE INSURANCE  
COMPANY

UCC DIVISION

5 FIRST AMERICAN WAY

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- HELEN LENSENEY, ALPHA OMEGA TITLE  
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COMPANY

UCC DIVISION

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- NATALIA OUELETTE, Esq.  
LCO LAW, LLC

P.O. BOX 349626

TAMPA, FLORIDA 33694

2. Each entity with publicly traded shares or debt potentially affected by the outcome:
  - Federal Corporation entitled "United States" a.k.a. US Inc., a Commercial Agency of what was originally designated as "Washington, DC" pursuant to the Legislative Act of 02/21/1871; and title 28 USC 3002(15)(A)(B)(C)
3. Each additional entity likely to actively participate, including in a bankruptcy proceeding

the debtor and each member of the creditor's committee.

- United States a.k.a. US Inc.,
- 4. Each person arguably eligible for restitution:
  - ra nu ra khuti amen bey acting as the living principal, authorized representative for the transmitting utility, BERTRAM ANDREWS-POWLEY, III; and DOUBLE LION EXPRESS TRUST
  - delma andrews-powley, acting as the living principal, authorized representative for the transmitting utility, DELMA ANDREWS-POWLEY

I certify that, except as disclosed, I am unaware of an actual or potential conflict of interest affecting any Supreme Court Justice in this action, and I will immediately notify the Justices' in writing within fourteen days after I know of a conflict.

**Notice to the Agent is Notice to the Principal – Notice to the Principal is notice to the Agent.**

**DIRECTLY RELATED PROCEEDINGS**

**United States Court of Appeals for the Federal Circuit:** 21-1921 Double Lion Uchet Express Trust v. US document 12 filed on 07/15/2021 "ORDER filed terminating appeal

**United States Court of Federal Claims:** 1:20-cv-01074T Double Lion Uchet Express Trust v. US document 24 Filed on 04/16/2021 "Judgment entered pursuant to Rule 58, dismissing without prejudice;

1:17-cv-00617-SGB amen bey v. USA Date Filed 05/08/2017, Date Terminated 10/30/2017, Date of Last Filing 10/30/2017

1:20-cv-00577-MMS double lion uchet express trust, et-al v. USA Margaret M. Sweeney, presiding Date Filed 05/08/2020, Date Terminated 07/31/2020, Date of last filing 10/02/2020

1: 20-cv-01074-MMS Double Lion Uchet Express Trust, et-al v. USA Margaret M. Sweeney, presiding Date Filed 08/13/2020, Date Terminated 04/16/2021, Date of last filing 09/07/2021

1: 21-af-07023-UNJ In re: bey Unassigned, presiding Date Filed 09/23/2021, Date of last filing 09/23/2021

**11<sup>th</sup> Circuit Court of Appeals:** 19-14793 In re: ra nu ra khuti amen bey Opening Date 12/02/2019 Last Docket Entry 02/19/2020 Originating Case Number 8-19-bkc-0965-CPM Middle District of Florida;

20-10254 In re: ra nu ra khuti amen bey Opening Date 01/21/2020 Last Docket Entry 05/01/2020 Originating Case Number 8:19-cv-WFJ-AEP Middle District of Florida;

21-11522 Opening Date 05/04/2021 Last Docket Entry  
06/07/2021 Originating Case Number 8:21-cv-00920-  
SDM-JSS;

21-12596 ra nu ra khuti amen bey v. CINDY  
STUART, et al Opening Date 08/02/2021 Last Docket  
Entry 12/07/2021 Originating Case Number 8:21-cv-  
00920-SDM-JSS

21-12645 ra nu ra khuti amen bey v. CAROLINE  
ARKIN, et al Opening Date 08/05/2021 Last Docket  
Entry 10/21/2021 Originating Case Number 8:21-cv-  
00940 –TPB-AAS Middle District of Florida

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9. The Law of the Land: Constitutional Provisions,  
Treaties with Statutes, Ordinances and Regulations
10. Statement of the Case
11. Reason for Granting this Writ and Standard of  
Review
  - a) To avoid erroneous or willful deprivation of rights  
secured by Federal law and to protect allodial rights  
of indigenous people to due process, equal protection  
of the law, right to contract and right against illegal  
search and seizures, this Court should clarify the  
"Commerce; Lost, Stolen, and Forged Checks; and the  
Recovery of Payment" standards under the Clearfield



Doctrine that applies when questions regarding rights and duties of the United States on commercial paper which it issues; drawee's right to recover; and when dealing with indigenous Moorish Americans whether  
b) the United States as drawee of commercial paper stands in no different light than any other drawee.

12. Conclusion

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**APPENDIX A**

United States Court of Appeals for the Federal Circuit Mandate acceptance for value and return as a priority instrument for settlement and closure (doc 13)

(September 07, 2021)

**APPENDIX B**

United States Court of Appeals for the Federal Circuit Order acceptance for value and return as a priority instrument for settlement and closure (doc. 12)

(July 15, 2021)

**APPENDIX C**

United States Court of Federal Claims Order and Opinion acceptance for value and return as a priority instrument for settlement and closure

(April 16, 2021)

**APPENDIX D**

Stare Decisis Supreme Court of the United States Clearfield Trust Co v. U.S., 318 U.S. 363 (1943) 318 U.S. 7444, 63 S. Ct. 573, 87 L. Ed. 838, 43-1 USTOP 10,051

(1943)

**TABLE OF CITED AUTHORITY**

1. Clearfield Trust Co. v. U.S., 318 U.S. 363 (1943) 318 U.S. 7444, 63 S. Ct. 573, 87 L. Ed. 838, 43-1 USTOP 10,051
2. The relevant precedent in society states "The fact that the drawee is the United States and the laches those of its employees are not material"... See Cooke v. United States, 91 U.S. 389, 398, 23 L. Ed. 237. The Court goes on to say "the United States does business on business terms. It is not excepted from the general rules governing the rights and duties of drawees by the largeness of its dealings and its having to employ agents to do what if done by a principal in person would leave no room for doubt. Id., 270 U.S. at page 535, 46 S. Ct. at page 389, 70 L. Ed. 717.
3. Burr v. FHA 309 U.S. 242 (1940) – Payment comes from agents / drawees per agency rather than Department of Treasury
4. Mullane v. Central Hanover Bank & Trust Co. 339 U.S. 306, 313 (1950)
5. Medina v. California 505 U.S. 437, 443 (1992)
6. Pollock v. Farmers' Loan & Trust Co., 157 U.S. 429 (1895) 15 S. Ct. 673, 39 L. Ed. 759, 3 A.F.T.R. 2557
7. Eisner v. Macomber, 252 U.S. 189 (1920) 40 S. Ct. 189, 9 A.L.R. 1570, 64 L. Ed. 521, 1 USTCP 32, 3 A.F.T.R. 3020

**PETITION FOR A WRIT OF CERTIORARI**

Petitioner, ra nu ra khuti amen bey, respectfully request a writ of certiorari to review the judgment of the United States Court of Appeal for the Federal Circuit Case: 2021-1921.

**OPINIONS BELOW**

The United States Court of Appeal for the Federal Circuit elected not to give an opinion but rather a Dispositive Order which is reported at case: 21-1921 Document 12 page1 filed on 07/15/2021 and is reprinted in the Appendix to the Petition ("App. B") 2a-4a. The United States Court of Federal Claims opinion is available at Case 1:20-cv-01074-MMS Document(s) 7, 10, and 24 and is reprinted at App C. 5a-17a.

Stare Decisis to up-hold precedents on the commercial status of the United States has been settled by The Supreme Court for the United States whereas it's opinion is reported at Clearfield Trust Co. v. U.S., 318 U.S. 363 (1943) 318 U.S. 744, S. Ct. 573, 87 L. Ed. 838, 43-1 USTCP 10,051. and is reprinted, in part, at App. D 19a – 31a.

**JURISDICTION**

I, ra nu ra khuti amen bey, hereby Petition the United States Supreme Court for a Writ of Certiorari to the United States Court of Appeals for the Federal Circuit the order rendered on case number 1:20-cv-01074MMS and issued on 07/15/2021. The nature of the order is "Final". This is a specified final order issued Per Curiam.

The grounds for filing this petition for writ of certiorari in the United States Supreme Court can be found at the Supreme Court Annotated Statute, Clearfield Trust Co. v. United States, 318 U.S. 363 (1943) 318 U.S. 7444, 63 S. Ct. 573, 87 L. Ed. 838, 43-1 USTOP 10,051. The statutory provision which provides this court jurisdiction to review on a writ of certiorari is found at 28 USC 1251 (b), 28 USC 1254

and 28 USC 1491 (a).

Petitioner invokes Mandatory Exclusive Jurisdiction Article III of the Constitution for the United States of America, 28 USC 1332 and 28 USC chapter 85 subsections 1341 – Taxes by States.

28 USC 2403 (a) may apply as the Constitutionality of the Power of Appointment Act of 1951 is drawn into question.

28 USC 2403(a) may apply as the Constitutionality of The Legislative Act of 02/21/1871, found at the, 41<sup>st</sup> Congress, Session III, chapter 62, page 419 is drawn into question.

28 USC 2403(a) may apply as the Constitutionality of The Emergency Banking Act of March 9, 1933 / House Joint Resolution 192 Public Law 73.10 is drawn into question.

28 USC 2403(a) may apply as the Constitutionality of The Big Tucker Act March 3, 1887, ch. 359, 24 Stat. 505, 28 USC 1491(a)

28 USC 2403(a) may apply as the Constitutionality of The Dodd-Frank Act provisions to the Volker Rule is drawn into question. “Proprietary Trading”.

28 USC 2403(a) may apply as the Constitutionality of the Racketeer Influenced Corrupt Organizations Act is drawn into question “Theft, Fraud, Bankruptcy Fraud and Slavery”.

28 USC 2403(b) may apply as the constitutionality of Florida Statute 45.0315 is drawn into question.

Pursuant to 28 USC 2403 (b), title 28 USC 451 may apply as the constitutionality surrounding the

tax obligations created by judges of the United States Middle District of Florida Tampa Division; The Second District Court of Appeal; The Thirteenth Judicial Circuit Court of Hillsborough County Florida; the United State Court of Federal Claims and the United States Court of Appeal for the Federal Circuit is drawn into question...

Lastly, this petition is also filed under this courts Rule 11 pursuant to 28 USC 2101(e) as outlined in Rule 14(e)(i) for the collateral proceedings listed in the petition.

**THE LAW OF THE LAND: CONSTITUTIONAL  
PROVISIONS, TREATIES WITH STATUTORY  
PROVISIONS, ORDINANCES AND REGULATIONS  
INVOLVED**

1. Article I, section 10, Article III, sections 1,2,3, Article VI and Amendments 4,5,and 14 to the Constitution for the United States of America.
2. Article 7 and 21 of the Treaty of Peace and Friendship of 1836 between Morocco and the United States of America
3. Treaty of Guadalupe Hildalgo (a)(3)(B)
4. Article 1,2,3,4,5,6,7(1,20), 15(1,2), 18,19,37(1,2),40,44,45,46 of the United Nations Declaration on the Rights of Indigenous People
5. Pope's Motu Proprio 2013
6. Pope's letter to Obama via attorney 2014
7. The Legislative Act 02/21/1871, 41<sup>st</sup> Congress, session III, chapter 62, page 419
8. Emergency Banking Act 06/05/1933 House Joint Resolution 192 public law 73.10 in session, 73<sup>rd</sup> Congress
9. 15 USC 1692

10. Power of Appointment Act 1951
11. 28 USC 1781 – Fiduciary Trustee
12. Special Rules Relating to Debt Instruments 26 CFR  
1.1275 – 2 (g) – anti – abuse rule
13. 26 CFR 1.1001-3 – Modification of a Debt Instrument
14. Florida Statute 45.0315
15. 26 USC 2652 (b)(1) – Defining a Trust
16. 26 USC 2611 – Generation Skipping Transfer Defined  
(2) Taxable Termination (3) Direct Skip
17. 26 USC 2612 – Taxable Termination Event
18. 26 USC 2603 – Liability for Tax (1) Transferee (2)  
Trustee (3) Transferor
19. 26 USC 2613 – Skip Person (2) Trust
20. 26 USC 2652 Other Definitions (b)(1) Trust (2)  
Trustee
21. 31 USC 3128 – Proof of Death
22. UCC 3-305(a)(c) – Original Issue Discount
23. 26 USC 1273 – Determining Original Issue Discount
24. UCC 3-305(a)(c) – The Issuer of the First Funds  
Transfer
25. 26 USC 1275-1276 – Defining Debt Instruments
26. 26 USC 108(i)
27. UCC 3-409 – Acceptance of Draft; Certified Check
28. UCC 3-501 – Presentments
29. UCC 3-503 – Notice of Dishonor
30. 12 USC 1813(L)(1)(2)–Drafts/ Promissory Notes  
Deposited in a demand deposit account is equivalent  
to cash or money
31. Financial Accounting Standards (FASB) 95 – Cash  
equivalent to deposit
32. UCC 3-602 (a)(i)(ii)
33. UCC 3-603 – Tender of Payment (b) If tender is  
refused there is discharge
34. 12 USC 411 – Demand for lawful money
35. 31 USC 3716 (a)(1)(2)(3)(4)(c)(1(A) – Discharge and  
Set-Off

xxx

36. UCC 3-301 – Person entitled to enforce
37. UCC 9-607 – Collection and Enforcement by Secured-Party
38. UCC 9-609 – Secured-Party Right to Take Possession after Default (a)(2) – Without Removal (b) – Non Judicial (c) – Assembly of Collateral
39. UCC 9-203(d) – When a Person is Bound by Another Persons Security Agreement
40. 26 USC section 61(a)(4) – Interest is very taxable
41. UCC 3-301 – Holder
42. UCC 3-302 – Holder in Due Course
43. 28 USC 3002(15)(A)(B)(C) – Federal Corporation Defined
44. 26 USC 2203 – Executor
45. 26 USC 2202 – Executor Liable for Tax Payment
46. Internal Revenue Code (IRC) 2201 – Executor Liable for Tax Payment
47. Internal Revenue Service Publication 1212 (definition of nominee)
48. Internal Revenue Service Publication 1099 A and C – Courts are required to file a 1099 OID.
49. 26 USC section 7201 – Failure to file tax returns with an intention to avoid detection and under declarations of income
50. 31 USC 3104 (a) – Certificates of indebtedness and Treasury bills
51. 28 USC 451
52. 28 USC 1332
53. 28 USC 1341
54. 28 USC 2403 (a)
55. 28 USC 2403 (b)
56. 42 USC 1983 – Acts taken under the color of law violates rights secured by fed. Law
57. 18 USC 2071 – Failure to File
58. 18 USC 1627 – Perjury of Oath
59. 18 USC 1342 – Mail Fraud / Fictitious Name

- 60.15 USC 78 ff(a) – Willful Violations of Securities
- 61.18 USC 2381 – Treason
- 62.46 USC 777.03 – Accessory After the Fact
- 63.18 USC 246 – Depravation of Relief

### INTRODUCTION

The petitioner, ra nu ra khuti amen bey, a Moorish American National Title 2 chapter 22 section 141 (AA222141), Original-Indigenous American, Natural Inhabitant, Living Man with a Soul, In – Propria Persona, Sui Juris is hereby before this court by Special Appearance with the voidance of waving any allodial rights, remedies or defenses – statutorily or procedural and as grounds therefore states as follows:

Everyone agrees that all Original Issue Discount (OID) is taxable income that is dischargeable as Congress provided a means for all public and private debt to be discharged by passing the Emergency Banking Act of March 9, 1933... see House Joint Resolution 192 public law 73.10 (HJR 192). But the United States employees / agents / assigns / drawers / drawees at the United States Court of Appeal for the Federal Circuit and the State and Federal employees who are attached by substantive bilateral execution and listed in the collateral proceedings are operating in conflict to treaties, the constitution, tax codes, banking codes, and the Uniform Commercial Code, by ignoring the United States Supreme Court's stare decisis and being in possession of illegal contraband of the petitioner's debt instrument which was issued with original issue discount (OID) and for failing to treat the OID as part income for each year they are in actual or constructive possession.



These United States State and Federal employees are stealing the petitioner's credit and not paying it back by Federal Tax Return and blocking the petitioner from seeking redress in the court of law.

The State and Federal Employees are systemically doing a nominee for the true owner on amounts belonging to another person (as outlined in the IRS Publication 1212 and instruction manuals 1099 A&C).

The tax code says they are supposed to file a 1099 OID for each owner of the credit being used and they must provide a copy of the 1099 OID to each owner of the credit as well.

Anything that evidences indebtedness is includable as gross income (see App A, B, C et seq and index from lower courts.)

Each of the bilateral - ratified contracts (acceptance for value and return of a priority instrument) in the collateral proceedings were entered into by the petitioner acting in the capacity of a private banker pursuant to 31 USC 5312(c). Public law 73.10, Chapter 48 section 112 for discharge of debt in accordance with the 73<sup>rd</sup> Congress, 1<sup>st</sup> Session, and all associated banking policies, including 31 USC 3123 which authorizes the petitioner to challenge the United States Court of Appeal for the Federal Circuit when (among other things) the USCAFC is abusing the anti abuse rule for the OID all while denying the true owner of the credit due process to redress the United States for a lawful Federal Income Tax Return.

As these violations disproportionately and negatively affect indigenous people, this is a human rights violation, as well.

The United States agents at the USCAFC and subsequent courts (collateral proceedings) are using the color of law and the legal process to intimidate, threaten and coerce the petitioner and other indigenous people by dishonoring active Treaties and the Constitution for the United States of America North Continent and by bypassing fail-safe measures such as the Special Rules Relating to Debt-Instruments in 26 CFR 1.1275-2(g) – anti abuse rule to enrich themselves and the United States Corporation. These agents are operating under the assumption that the petitioners have abandoned their property and interest in their debt instruments. The debt instruments are the civil lawsuits which were presented with original issue discount and were placed in the actual or constructive possession of the United States and its agents/ employees (at the United States Middle District Bankruptcy Court, the USCFC and the USCAFC see index from the collateral proceedings).

Original Issue Discount is taxable income as stated in title 26 section 61 (a)(4). The holder of a debt instrument issued with Original Issue Discount must include part of the OID in income each year he or she holds the instrument and the United States systematically cheated the OID process and tax rules in this instance.

Title 26 USC 1273 explains what a debt instrument is and how they are defined.

The USCAFC does have actual or constructive possession of the petitioner's debt instrument which was issued with OID... see the 2017 tax filing being illegally held by the USCAFC.

The USCAFC has an income tax obligation of its own, which they have ignored, and all of the courts

including the USCAFC's failure to provide the petitioner with a copy of the 1099 OID are evidence of systematic tax fraud being done by the United States against the true creditors – namely the indigenous Americans, as in this tax issue.

Title 12 USC 1813 (L)(1)(2) authorizes a secured party creditor who has perfection and priority to make deposits in demand deposit accounts that are equivalent to cash as such is the issue with the petitioner's filings in the USCFC and in the USCAFC.

Pursuant to 16 CFR 433.2 the United States agents / assigns / drawees did take the deposit subject to all the petitioner's defenses and claims.

16 CFR 433.2 is in agreement with the true laws of the land (treaties and constitution) whereas it makes allowance for the petitioner to collaterally attack the United States and its employees for failure to discharge the private banking acceptance for value and return of priority instrument - ratifications of their final and interlocutory judgments under HJR 192 public law 73.10 and all associated banking policies and 31 USC 3123(a)(b); 28 USC 3002 (15)(A)(B)(C); UCC 3-301; UCC 3-302; 26 CFR 1.701-2; 26 CFR 1.1275 - (g); 15 USC 1692; 12 USC 411; UCC 9-332; UCC 9-607(a); 26 USC 2203; and 26 USC 2612.

TO BE CLEAR.... There are no material facts that are disputable as stipulation has been reached between the parties and stare decisis reached by the Supreme Court of the United States, such as in Clearfield Doctrine.

This is a petition for certiorari on a claim for a refund of Federal Income Taxes. Petitioner can

collaterally attack the United States for its tax violations which includes failure to file (tax fraud and RICO) and its abuse of the OID rules under the following: the tax codes listed in titles 26 USC 2002 – Executor Liable for Payment, Internal Revenue Code (IRC) 2201, 26 USC 2032 (A)(5) – Liability for Tax, 12 USC 1613 (L) – Prohibition on Steering Incentives, 31 USC 3716 – Administrative Offset (a)(1)(2)(3)(4)(c)(1)(A), and title 18 USC chapter 95 Racketeering – section 1956 laundering of Monetary Instrument (a)(1)(A)(1)(B)(1) – RICO provisions.

The relevant precedent in our society with regards to the payment of this debt being made per agency rather than by the Department of the Treasury can be found at *Burr v. FHA* 309 US 242 (1940)...also see The Big Tucker Act March 3, 1887, ch. 359, 24 Stat. 505, 28 USC 1491 (a); and a money mandate coming from the Congress in HJR 192 public law 73.10... see *United States v. Testan* 424 US 392 (1976).

The end result of the United States Court of Appeal for the Federal Circuit's decision is in clear conflict with the true law of the land and does cause injury while imposing a negative effect on the petitioner(s) and other secured party's who happen to be indigenous Americans.

18 USC 1961-1968 provides for extended criminal penalties and a civil cause of action for acts performed as part of an ongoing criminal organization – the colorable actions of the USCAFC and the several many state and federal employees of the United States involved in this scheme to defraud the indigenous American – secured party – creditor's, by abuse of the tax code and OID rules to unjustly enrich

themselves, fits the very definition of the Racketeer Influence and Corrupt Organizations Act (RICO). The United States created the RICO federal law but apparently only uses it to create forced servitude rather than from a position of high constitutional fortitude.

Rather or not if this Court chooses to address the blatant systematic abuse of indigenous American – secured party creditors, this Court should grant petitioner's request for certiorari to consider enforcing the common law that is already established such as in the standards set forth in the Clearfield Doctrine.

The United States agents who are in actual or constructive possession of the petitioner's estate are also committing trust law violations with its negligent actions and omissions that lead to permanent – life altering injuries and with their unlawful seizure of petitioner's property.

The United States agents who are in actual or constructive possession of the petitioner's estate are committing banking law violations by failing to discharge the debt instrument upon return of a priority instrument for settlement and closure.

The United States agents who are in actual or constructive possession of the petitioner's estate are in violation of commercial law as it relates to the handling of the aforementioned debt instrument issued with original issue discount (unjust enrichment).

The United States agents who are in actual or constructive possession of the petitioner's estate are in violation of the Internal Revenue Tax Code and Department of the Treasury's accounting rules as

it relate to debt instrument issued with original issue discount.

Each court and its officer's, including the Supreme Court for the United States officer's and clerk's, have a tax liability when they are in actual or constructive possession of the petitioner's demand deposit / debt instrument that is issued with original issue discount.

The United States Codes dealing with trust law; commercial law; tax law; and accounting is in alignment with the Uniform Commercial Code and all of the aforementioned must be in alignment with the Treaty of Peace and Friendship between Morocco and the United States and the Constitution for the United States of America North Continent.

It is high treason for these agents to operate in clear conflict and in such a manner of blatant disregard for the true law of the land and all associated statutes, codes, ordinances, policies and established Supreme Court stare decisis such as the Clearfield Doctrine.

**STATEMENT OF THE CASE**

- I. **The below statement outlines the clear conflict of law and how both the USCAFC and the USCFC's reliance on their opinion is misplaced and the unjustifiable way the United States Agent's abused the original issue discount process which is in fact a tax violation / tax issue / tax case.**

Petitioner is here by special appearance for a petition for a writ of certiorari on the United States Court of Appeal for the Federal Circuit which was rendered on case number 2021-1921 for the "ORDER filed terminating appeal" by this court on 07/15/2021.

The issues in this tax case are a clear conflict of law as a result of a breach of an Express Written Contract with the United States. The fact that the United States Court of Appeal for the Federal Circuit has issued a "mandate" is evidence that a debt exists and that the United States is in actual or constructive possession of the petitioners' demand deposit.

The aforementioned "mandate" is further evidence that the United States Court of Appeal for the Federal Circuit is in violation of the petitioner's right to contract, due process and equal protection of the law.

Lastly, the "mandate" is evidence of the amount of the petitioner's credit that the United States and its assigns are using to systemically and unjustly enrich themselves.

The USCAFC is denying the petitioner the right to settle and close this tax issue that stems from the collateral proceedings.

The petitioner and party's seeking relief are here by special appearance with the voidance of waiving any rights on a tax matter that is the end result of life altering personal injuries, conversion of

estate, unjust enrichment by abuse of the OID rules, and failure to refund a Federal Tax Return.

Acting in the capacity of the executor pursuant to 26 USC 2203 and 2002, the administrators at the United States Court of Appeal for the Federal Circuit terminated the petitioner's interest in the aforementioned debt instrument and are therefore liable for taxes.

There are no material facts to move forward as there are ratified contracts between the parties on all of the Collateral Proceedings associated and the only remaining issue is the issue of liability on the tax assessment.

The United States agents have failed to assess the tax in this matter and they have failed to provide their tax identification numbers therefore an assessment of the incurred debt has been performed by the petitioner(s) and a tax refund is owed by the United States as a result. The petitioner(s) are here for full settlement and closure of this accounting.

There is an existing Express Written Contract between the petitioner and the United States of America and a subsequent tax filing for the year 2017 which shows that the United States and its agent, SUSAN G. BRADEN, Chief Judge for the USCFC, CATHERINE PEEK MCEWEN, Judge for the Middle District of Florida Bankruptcy Court Tampa Division and CAROLINE TESCHE ARKIN, Judge 13<sup>th</sup> Judicial Circuit and many others listed in this petition as the recipient of funds that are owed back to the petitioner(s).

The aforementioned debt instruments are in the actual or constructive possession of the U.S. agents including the United States Court of Appeal for the Federal Circuit and are currently in the possession of this court (Supreme Court of the United States of



America). All evidence of indebtedness is included as taxable gross income pursuant to title 26 section 61 and the United States agents failed to file the required 1099 OID showing that they received the funds associated with the petitioner(s) inexhaustible credit and that they have failed to pay it back upon request.

This is the tax issue that the United States is in breach. For ease of reference the following tax assessment was prepared by the secured party creditor, ra nu ra khuti amen bey and sent to the Department of the Treasury from near tampa-territory, florida-republic.

On January 5<sup>th</sup>, 2018 five pay to the order money orders in the sum certain amount of 80,640,162.00 each for a sum certain total of 403,200,808 was mailed by U.S. Certified Mail to the Department of the Treasury Internal Revenue Service Ogden, Utah 84201-0209. The assessment for the tax includes the following:

- A. The IRS form 1040 individual tax return, Schedule C, Schedule D, 1310 Statement of Person Claiming Refund Due a Deceased Tax Payor and for 1040 EV was mailed by certified mail to Charlotte, NC 28201-1214... the deceased person is the trust / ens legis (BERTRAM ANDREWS-POWLEY, III and DELMA ANDREWS-POWLEY).
- B. The IRS form 709 United States Gift and Generation Skipping Transfer Tax Return, IRS form 706 NA Schedule R-1 and Schedule R part II and part III, and Executors Letter, Trust Documents, form 1099 C, 1096, form 1099 OID and 1096 were sent certified mail to the Department of the Treasury Internal Revenue Service Center Cincinnati, Ohio 45999.
- C. The IRS form 1041 Income tax return for Estates / Trust, Schedule K-1, QFT, T, and form 1310 was sent

certified mail to the Department of the Treasury Internal Revenue Service Center Cincinnati, Ohio 45999-0148.

- D. The IRS form 1120 US Corporation Income Tax Return, Schedule D, 1120-W and 1097 BTC was sent to Cincinnati, Ohio 45999-0012
- E. IRS forms 3949(a), forms 14039, form 14157, form 14157(a), and form 14309 was sent certified mail to the following Department of the Treasury / IRS locations (Atlanta Georgia, Fresno, California, Ogden, Utah, and Austin Texas.

The foreclosure on delma andrews-powley's property is unlawful as the United States agent, CAROLINE TESCHE ARKIN, Circuit Judge does not have the standing to foreclose as she is listed on the 1099 OID as the receiver of the funds and delma andrews-powley is the payor. CAROLINE TESCHE ARKIN'S colorable actions were in fact a modification of the alleged loan agreement / mortgage.

This is a termination of interest held by us in the property done by the United State employee, CAROLINE TESCHE ARKIN, Circuit Judge in the colorable capacity of "transferee" as outlined in title 26 USC 2603. CAROLINE TESCHE ARKIN, Circuit Judge is acting as a trustee as she did perform and cause a modification and taxable termination event.

The instrument(s) that came back from the IRS was accepted for value and returned as priority instruments for settlement and closure of this accounting.

The petitioner / secured party creditor, ra nu ra khuti amen bey filed the assessment using the EIN: \*\*\*\*\*8271 and delma andrews-powley filed the assessment using the EIN: \*\*\*\*\*1207.

On February 24<sup>th</sup>, 2018 a conditional acceptance for value and return of a priority instrument – contractual ratification entered into by United States Incorporated's Drawer, CHRITINE L. DAVIS for the unauthorized use of the secured party's credit with instructions for a discharge to the Department of the Treasury and instructions to charge the said sum to CHRISTINE L. DAVIS was return as a priority instrument by United States Certified Mail..

The Judge, rather individual or per curiam, at the United States Court of Appeal for the Federal Circuit did cause direct and proximate harm to the petitioner by upholding the United States Court of Federal Claims Judge MARGARETT M. SWEENEY's order to dismiss the petitioner's claims for a Federal Income Tax Return and is denying the petitioner due process, equal protection of the law and the right to contract which includes the enforcement and collection of said contracts.

The tax issue brought before the United States Court of Federal Claims Judge MARGARET M. SWEENEY is a claim in fact that stems from debt instruments that were issued with OID which is an end result of the petitioner doing a valid genuine assessment on private bankers' acceptance(s) and return of priority instruments.

This resulted in a Federal Income Tax Return being due.

The petitioner does have rectus curia and standi in judicio and has provided proof of an Express Written Contract that is a matter of public record, tendered by way of the United States Post Office Certified Mail Receipt to Florida Secretary of State KEN DETZNER and a valid tax filing that shows that the United States is the recipient of the funds and is liable for set-off of the Federal Income Tax Return

being sought by the petitioner.

These State and Federal Courts have failed to provide to the petitioner a copy of the valid 1099 OID and IRS form 8281's that resulted from their modification and termination of the petitioner's interest and rights on the debt instruments (lawsuit 1:20-cv-01074T MMS and appeal 21-1921). The judges in these two courts did breach the petitioner's express written contract by being in actual or constructive possession of illegal contraband (debt instrument / OID for Case Number 17-617C SUSAN G. BRADEN).

These Federal employees are in fact the holders and holders in due course and have failed to perform a genuine assessment of the petitioner's credit that they used and pay the return sought by the petitioner.

This breach of contract is the end result of a violation of international trade and corresponds with 26 USC, section 7201 – Tax Evasion; and 26 CFR 1.701-2 – Anti – Abuse Rule... “engaging in a transaction to achieve a result that is unreasonable in light of the purposes of the O.I.D.” rules.

The relevant precedent in our society states “The fact that the drawee is the United States and the laches those of its employees are not material. See *Cooke v. United States*, 91 U.S. 389, 398, 23 L. Ed. 237. The Court goes on to say “the United States does business on business terms.” ‘It is not excepted from the general rules governing the rights and duties of drawees by the largeness of its dealings and its having to employ agents to do what if done by a principal in person would leave no room for doubt.’ *Id.*, 270 U.S. at page 535, 46 S. Ct. at page 389, 70 L. Ed. 717. If a matter is ended at its source (the private domain) there is nothing to bring into the public arena.

This tax issue involves diversity of citizenship. The petitioner is In-Propria Person and the respondents (Federal Employees) have a corporate status. The Federal Employees are "creatures of the state" and are acting as agents / drawers / drawees for the United States.

The United States is also known as United States Inc., as defined in the Legislative Act of February 21, 1871.

Federal Corporations are further defined in title 28 USC 3002(15)(A)(B)(C). 'Creatures of the State are Persons, which have status, which is fictitious and legal, not standing, which pertains to real beings and to what is lawful"... also see this Court's decision of Clearfield Trust Co. v. U.S., 318 U.S. 363 (1943) 318 U.S. 744, 63 S. Ct 573, 87 L. Ed. 838, 43-1 USTOP 10,051.

## II. Collateral Proceedings

**A. STATE AND FEDERAL EMPLOYEES WHO ARE ACTING IN THE CAPACITY OF AN EXECUTOR AND THEREFORE LIABLE FOR THE TAXES IN A TAXABLE TERMINATION EVENT ON PROPERTY THAT WAS NOT ABANDONED SUCH AS (THE PETITIONERS REAL ESTATE, DEED OF TRUST, PROMISSORY NOTES, CERTIFICATES OF INDEBTEDNESS and FEDERAL TAX RETURNS) SHOULD NOT TERMINATE THE COMMERCIAL INTEREST OF AUTHORIZED REPRESENTATIVES WHO ARE EXERCISING PRIVATE RIGHTS FOR AN OFFSET OF FEDERAL TAX RETURNS UNDER PUBLIC LAW**

This lawsuit is a debt instrument issued with original issue discount and originated from a breach of duties owed to the petitioner by the United States as listed in the expressed written contract (see Lower

Tribunal Index). This lawsuit is a claim in fact as the petitioner has filed a 1099 OID. The lawsuit (1:20-cv-01074T MMS) is a debt instrument issued with OID and is evidence of indebtedness which makes it includable as income by the holder and holder in due course as defined in 26 USC, section 61.

The petitioner's assessment of the matter presented to the United States Court of Federal Claims includes a money order for payment, a 1099 OID, 1096, 1040, 1040V and an 8281 form showing the United States (agents) as the recipient of the funds and the petitioner(s) as the payor.

The petitioner filed documents with the clerk at the United States Court of Federal Claims seeking off set for a Federal Tax Return. The United States Court of Federal Claims has limited jurisdiction (see e.g., 28 U.S.C. 1491-1509).

The jurisdictional grounds for filing this case in the United States Court of Federal Claims is found at *Louisville & Nashville Railroad Company v. Mottley*, 211, U.S. 149 (1908); The Big Tucker Act and Title 28 USC 1331 – Federal Question. Again, the Federal Employee at the United States Court of Federal Claims (MARGARET M. SWEENEY, Judge) did terminate the petitioners' right to the aforementioned Federal Tax Return by an order of dismissal.

The petitioner did appeal the order of dismissal to the United States Court of Appeal for the Federal Circuit for the aforementioned Federal Tax Return.

The petitioner seeks certiorari on the United States Court of Appeal for the Federal Circuit for its modification of the petitioners' priority and perfected debt instrument that is issued with original issue discount and of which the courts (USCFC and USCAFC) did create a another entirely separate

taxable termination event while failing to file the required tax forms in this matter.

The United States Court of Appeal for the Federal Circuit did willfully disregard the relevant precedent(s) in our society and its own tax liability, obligation and duties on the commercial paper by sanctioning a decision from the United States Court of Federal Claims that is a far departure from the accepted and usual course of judicial proceedings such as the grounds set forth in the Clearfield Trust Co. v. U.S., 318 U.S. 363 (1943) 318 U.S. 7444, 63 S. Ct. 573, 87 L. Ed. 838, 43-1 USTOP 10,051; Burr v FHA 309 US 242 (1940); and Cooke v. United States, 91 U.S. 389, 398, 23L. Ed.237.

**B. IN CLEAR CONFLICT OF THE LAW THE UNITED STATES INCORPORATED HAS CONFLATED POLITICS AND CORPORATE POLICY TO DENY DUE PROCESS AND EQUAL PROTECTION OF THE LAW TO INDIGENOUS MOORISH AMERICAN PEOPLE WHO ARE ACTING IN THE CAPACITY OF AUTHORIZED REPRESENTATIVES / SECURED PARTY CREDITORS BY SYSTEMATICALLY STEALING THE CREDIT OF THESE PEOPLE WITHOUT PAYING IT BACK – THIS IS TAX FRAUD AND RICO THAT STEMS FROM INTERNATIONAL RIGHTS VIOLATIONS ON THE PART OF THE UNITED STATES...the violations of international trade listed below here are the substantive stipulated facts what lead to the petitioner(s) contract based action(s) in the lower Article II and I courts.**

- 1) On March 24, 2011 the petitioner suffered life altering injuries as a result of negligence. The negligence claims final disposition of case numbers 12-CA-012894, 2-D16-221, and 8:16-mc-00139-SDM-TGW, was accepted for value and returned as a priority

instrument in exchange for settlement and closure of the accounting in this matter by exchanging petitioner's unlimited exemption for discharge under the petitioner's Private Treasury UCC Contract Trust Account.

- 2) On March 28, 2018 a conditional acceptance for value and return of priority instrument in response to the presentment made to us by US BANK / TRUSTEE was return by way of the U.S. Postal Service Certified Mail Receipt Number: 7017 0000 2826 8010. Stipulation was reached because of acquiescence of silence on the part of the presenter.
- 3) A new presentment from NewRez C/O PHH Mortgage Services was sent by JANILLAH A. JOSEPH, Esq. of VAN NESS LAW FIRM, PLC and received by us on 08/24/2019. This presentment was accepted for value by us on 08/27/2019 and returned for discharge (accord and satisfaction) via certified mail receipt number 7019 0700 0001 6139 3843 stipulation was reached between the parties as their silence represents acquiescence. According to the Federal Truth in Lending Act (T.I.L.A.) Regulation Z 15 USC 1691 ET-seq the presenter(s) have a total of 10 days to respond or object. Anyone in dishonor in any legal proceeding has forfeited his capacity to state a claim upon which remedy can be granted and must legally commercially lose if the other side remains in honor and proceeds in a correct manner.
- 4) On September 9, 2019 via certified mail receipt number 7019 0700 0001 6139 3867 we did provide to MARK C. ELIA c/o VAN NESS LAW FIRM, PLC recorded proof of both legal and equitable title to the property belonging to us.



On July 19, 2019 CAROLINE TESCHE ARKIN, Circuit Judge of the 13<sup>th</sup> Judicial Circuit did receive a request via certified mail receipt number 7018 2290 0000 7588 1729 for discovery of her legally and lawfully required Oath of Office, Disclosure of her Foreign Registration Statement and a demand for her Anti-Bribery Statement and a request for her tax identification number.

- 5) On February 20, 2019, as evidenced by the receipt number 146844-EO see record held by (USCAFC), a demand deposit of a documentary draft a.k.a. a debt instrument issued with original issue discount was filed at the federal window at the United States Middle District Bankruptcy Court (which was rejected or dismissed by the clerk and CATHERINE PEEK MCEWEN).
- 6) For a second time, On March 8, 2019 CATHERINE PEEK MCEWEN did receive proper notice from us of a Banker's Acceptance for value and return of priority instrument; Notice of Status, Standing and Capacity; Notice of Request for Remedy / Relief by Discharge and Recoupement; Notice of Waiver of Tort; and an Express Written Contract with the United State. Both of these filings are prima facie evidence that CATHERINE PEEK MCEWEN, Bankruptcy Judge for the United States Middle District of Florida Tampa Division is in actual and constructive possession and she does have a tax liability in this matter. See Lower Tribunal Index.
- 7) CATHERINE PEEK MCEWEN has blocked the transaction from proceeding including all attempts on the part of the petitioner to settle the debt such as the partial performance of the contract that lead to the

deposit being held in the United States Treasury Direct Account and has not provided any tax documents or receipts from any 1099 OID, INT, C, or otherwise as required by the Internal Revenue Service tax regulation (1099 instructions manual / 1099 A&C... etc) and she has failed to provide receipt of the IRS form 8281, 8282 or 8283 which identifies the petitioner as the payor and the United States / CATHERINE PEEK MCEWEN as the recipient of the funds. This is prima facie evidence of unjust enrichment by means of tax fraud, slavery, forced servitude and Treason.

- 8) Please see the "Breach Letter" in the App. F. "The genuine assessment of this breach letter involves the foundational - valid - bilateral -execution / contract bearing the authorized signature and autograph of all parties involved (COP and CAP) plus breach of the contract by CATHERINE PEEK MCEWEN (COP) who is now rendered a debtor plus an accounting of the sum certain amount owed based on a true bill that itemizes the cure amount of (291,285,019 / two hundred ninety one million two hundred eighty five thousand nineteen Federal Reserve Notes - Fiat (USD)) and the default amount of (405,934,802 / four hundred five million nine hundred thirty-four thousand eight hundred two (USD)) for the term reverse-repo-transaction held in custody of the United States.
- 9) CAROLINE TESCHE ARKIN and CATHERINE PEEK MCEWEN are complicit with systemically participating in a scheme to escheat the estate of indigenous people who lawfully operate as secured party creditors. This is a duplicitous scheme that operates under color of law with the aim of producing forms of forced servitude on the indigenous people

and designed to prevent them from commercially operating and having quiet enjoyment of their property. In simple terms it is an ignoble short cut of the legal process surrounding original issue discount and a stealthy encroachment on our allodial rights and constitutional and treaty protections that are bestowed upon us. See Lower Tribunal Index

The tax liability issue before this court is the end result of State and Federal employees of the United States (administrators, judges, clerks and deputy clerk, etc.) who are systemically acting under the color of law to deny and deprave certain people (Moorish Americans) due process of law. The petitioner does have *rectus in curia* and *standi in iudicio*, the right to discharge and set-off and a right to be paid back the credit that the United States used. The law recognizes the requirement of due process and the rule of law states "thus the required elements of due process are those that "minimize" substantively unfair or mistaken "depravations" by enabling persons to contest the basis upon which a state proposes to deprive of protected interest. See *Fuentes v. Shevin*, 407 U.S. 67, 81 (1972). At times, the court has also stressed the dignitary importance of procedural rights, the worth of being able to defend one's interest even if one cannot change the results. See *Carey v. Piphus*, 435, U.S. 247, 266-67 (1978); *Marshall v. Jerrico, Inc.*, 446 U.S. 238-242 (1980); *Nelson v. Adams*, 529 U.S. 460 (2000) (amendment of judgment to impose attorney fees and cost sole shareholder of liable corporate structure invalid without notice of opportunity to dispute.

The Constitution and the Laws of the United States which shall be made in pursuance thereof, 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 of every State shall be bound thereby, anything in the Constitution or laws of any State to the Contrary, notwithstanding, "See Clause 2."

"The parties to the Compact of the United States Constitution further agreed that the enumeration in the Constitution of certain Rights shall not be construed to deny or disparage others retained by the People (Article 9 of the Bill of Rights to the Constitution for the United States)."

"When acting to enforce a statute and its subsequent amendments to the present date, the judge of the municipal court is acting as an administrative officer and not in a judicial capacity; courts in administering or enforcing statutes do not act judicially, but merely ministerially". Thompson v. Smith 154 SE 583. Courts in administrative issues are prohibited from even listening to or hearing argument, presentation, or rational." ASIS v. US, 568 F 2d 284. Ministerial officers are incompetent to receive grants of judicial power from the legislature, their acts in attempting to exercise such powers are necessarily nullities." Burns v. Supp. Ct., SF, 140 Cal. 1. As an Administrator and officer of the court, refusal to honor the Appointment of Trustee is a violation of his / her oath of office and will result in an Appointment of Executor of the Estates of this matter and charged to settle the tax bill. The refusal of power of appointment in this matter by CAROLINE TESCHE ARKIN and CATHERINE PEEK MCEWEN have caused irreparable damage to the petitioner's estate.

**REASON FOR GRANTING THIS WRIT AND  
STANDARD OF REVIEW**

- I. The United States Congress and the Supreme Court of the United States are in agreement with the questions presented. The Supreme Court for the United States agrees with the U.C.C., the tax code and all associated banking policies by its stare decisis in *Clearfield Trust Co. v. U.S.*, 318 U.S. 363 (1943), "The United States as drawee of commercial paper stands in no different light than any other drawee."

There is no statute of limitations on Internal Revenue Service Class 5 Gift and Estate Taxes. The petitioner's do have a right to the Federal Income Tax Return and the Certificates of Indebtedness being held in the petitioner's Department of the Treasury's Treasury Direct Account and for punitive damages from the credit that is being used by off-set of the bonds, equity and risk management of the United States agents listed in this petition, namely CAROLINE TESCHE ARKIN, CATHERINE PEEK MCEWEN and SUSAN G. BRADEN.

The Constitutional Questions presented are each based on abuse of the indigenous – secured – party – creditor's credit which is held in special demand deposits with the United States on debt instruments issued with original issue discount.

To avoid erroneous or willful deprivation of rights secured by Federal law and to protect allodial rights of indigenous people to due process, equal protection of the law, right to contract and right against illegal search and seizures, this Court should clarify the "Commerce; Lost, Stolen, and Forged

Checks; and the Recovery of Payment" standards under the Clearfield Doctrine that applies when questions regarding rights and duties of the United States on commercial paper which it issues; drawee's right to recover; and when dealing with indigenous Moorish Americans whether the United States as drawee of commercial paper stands in no different light than any other drawee.

Whereas defined pursuant to Supreme Court Annotated Statute: Clearfield Trust Co. v. United States 318 U.S. 363-371 1942: "Governments descend to the level of a mere private corporation, and take 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.

For the reasons explained above and throughout this petition the petitioner does invoke the jurisdiction of the United States Supreme Court for the issuance of a writ of certiorari to the United States Court of Appeal for the Federal Circuit as these issues involve decisions which affect substantial interest in commerce, the rights of indigenous Moorish American people and has a significant effect on what dictates good public policy.

At every stage of dealings at the collateral proceedings, and related cases in the circuit court, and district courts the petitioner(s) did deposit debt instruments issued with original issue discount thus exposing a tax liability on the United States.

Lastly, the United States agents failed to produce their requested tax identification numbers and this court could easily surmise the United States (USCAFC & USCFC's) reliance on the cases cited in its Opinions on the petitioners tax claim and the United States Agents Claim(s) on the petitioner's credit by having the United States Agents file a 1099 OID in this matter.

### CONCLUSION

The Constitutional Questions surrounding the contractual right to receive a lawful Federal Income Tax Return taken individually or cumulatively entitles the petitioner's writ for certiorari and collateral attack to be granted by the Supreme Court of the United States to the United States Court of Appeal for the Federal Circuit.

The granting of this request by this honorable Article III court of law will promote fairness and integrity in commerce amongst natural people, people of all nationalities and persons doing business with or in the proximity of the juggernaut that is the United States Inc... this will also make way for indigenous individuals to enjoy their inalienable right to due process, equal protection of the law, right to contract and right against illegal search and seizure of his or her estate.

When the USCAFC supported the Opinion of the USCFC to steal the petitioner(s) credit and ignore their tax liability they did so without considering or being aware of the unjustifiable risk of their conduct including, but not limited to, the fact that both courts were acting unlawful and they were both escalating a situation that places the United States in clear conflict of the law.

The granting of this petition discourages United States Agents from engaging in tax evasion, tax fraud and abuse of the rules of original issue discount as it relates to the matters of this petitioner and tens of millions of indigenous Moorish Americans, as well as all secured party creditors, alike.

We request that this honorable court grant certiorari and instruct the United States Employee(s) at the USCAFC and the USCFC to file the required 1099 O.I.D. so that we could properly assess the tax in this matter to date showing them as the recipients of the funds and us as the providers of the funds in question. We request an offset of the United States agents equity, risk management, and bonds for the funds being held in Treasury Direct and the Federal Tax Return Requested by us to include interest and punitive damages, as well as legal cost and proportionate fees.

**Enclosed with this filing:**

1. Certificate of Word Count pursuant SC Rule 33.1(h)
2. Certificate of Service pursuant SC Rule 29.5
3. Moorish Insolvency Statement;
4. Money order for 300 fiat / Federal Reserve Notes pursuant to 12 USC 411; and 12 USC 1813 (L)(1)(2)



In Honor,  
I am:

*ra nu ra khuti amen bey*

ra nu ra khuti amen bey  
Authorized Representative

Natural Man, In-Propria Persona, In Solo Proprio,  
Sue Juris, Sue Heredes, Ex-Relatione

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