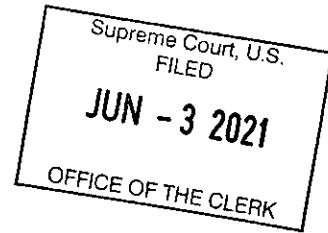


No.
21-5593 **ORIGINAL**
IN THE SUPREME COURT OF THE UNITED STATES

DENIS AKAAZUA

Petitioner,

v.



WALKER NOVAK LEGAL GROUP, LLC, et al

Respondent

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

.....

PETITION FOR WRIT OF CERTIORARI

APPEAL OF U.S. DISTRICT COURT
CASE: 1:19-cv-00031, IN THE WESTERN
DISTRICT OF MICHIGAN SOUTHERN DIVISION

.....

RE: FORECLOSURE

.....

In Pro Per

.....

Prepared by:

Denis Akaazua
832 Eastern Ave. , S.E.
Grand Rapids, MI. 49507
ph: 616-813-3027

QUESTION PRESENTED

Whether the U.S. District Court which received the removal brief, on behalf of the Respondents, could Equitably rule that despite (40) degrees below zero winter temperatures, with the petitioner/plaintiff sending his pro se pleadings out in time, but with u.s. postal delivery trucks suspended from travel in the Grand Rapids, Michigan area at the time, could deny that the Petitioner got his reply brief in on schedule.

TABLE OF CONTENTS

QUESTION	2	
PRESENTED	2	
TABLE OF CONTENTS	3	
TABLE OF AUTHORITIES	4	
PETITION FOR A WRIT OF CERTIORARI.....	5	
DECISION BELOW.....	5	
JURISDICTION.....	5	
FEDERAL RULE INVOLVED.....	5	
STATEMENT OF THE CASE	6-15	
REASONS FOR GRANTING THE WRIT.....	16	
CONCLUSION	19	
APPENDIX ONE.....	DISTRICT COURT.....20	
APPENDIX TWO.....	APPEALS COURT	21-24

TABLE OF AUTHORITIES

	Page
Cases	
Balzac v. People of Porto Rico, 258 U.S. 298,.....	17
B & B Inv. Group v. Gitler, 581 N.W.2d 17, 229 Mich.App. 1 (Mich. App., 1998).....	13
[Foley Brothers, Inc. v. Filardo, 336 U.S. 281 (1949)].....	18
Matter of Staff Mortg. & Inv. Corp., 550 F.2d 1228 (9th Cir 1977).....	10
Moore v. Cycon Enterprises, Inc., 2007 WL 475202 (W.D. Michigan, Feb. 2007).....	12
Statutes	
12 USC § 2605	13
12 USC section 343.....	14
12 CFR § 223.14	15
Other Authorities	
Section 23A of the Federal Reserve Act at 23A(c)(1)(A)(iv)	15

PETITION FOR A WRIT OF CERTIORARI

Petitioner Denis Akaazua respectfully requests the issuance of a Writ of Certiorari to review the Judgment of the United States Court of Appeals for the Sixth Circuit in Case 19-2183. Time for this filing was extended by reason of the COVID-10 pandemic.

DECISION BELOW

The decision of the United States Court of Appeals for the Sixth Circuit is at the January 21, 2021 ORDER filed stating: We AFFIRM the judgment of the district court, pursuant to FRAP 34(a)(2) (C), decision not for publication. Danny J. Boggs, Jane Branstetter Stranch and John K. Bush, Circuit Judges. (SSS) [Entered: 01/08/2021 10:12 AM ,

Then the Sixth Circuit docket entered the term TENDERED January 26, 2021, Petition for rehearing en banc which is 4 days late. Received from Appellant Mr. Denis Akaazua. (BLH) [Entered: 01/26/2021 12:42 PM] ORDER filed: Upon consideration of the untimely petition for rehearing en banc from the appellant, It is ORDERED that the petition not be accepted for filing. Danny J. Boggs, Jane Branstetter Stranch, and John K. Bush, Circuit Judges. (BLH) [Entered: 01/29/2021 02:21 PM].

Then the Sixth Circuit docket entered the term MANDATE ISSUED January 29, 2021; with no costs taxed. (ZRL) [Entered: 02/01/2021 03:27 PM] .

JURISDICTION

This Court's jurisdiction is invoked under 28 U.S.C. § 1254

PRO SE STANDARDS IN THE SIXTH CIRCUIT

Puckett v. Cox, 456 F. 2d 233 (1972) (6th Cir. USCA) It was held that a pro se complaint requires a less stringent reading than one drafted by a lawyer per Justice Black in Conley v. Gibson (see case listed above, Pro Se Rights Section.

STATEMENT OF THE CASE

The State Complaint submitted in pro se by the Petitioner/then Plaintiff was designed to expose FRAUD, on the part of the Defendant(s). It however was removed to Federal venue, despite the Objection made by the plaintiff/petitioner, and thereafter the plaintiff claims he did not receive his discovery answers filed for, nor did he receive an equitable ruling in his favor. The plaintiff / petitioner asserts Fraud in Equity committed by the Respondents obstructed a ruling in his favor. To Wit:

Fraud Related Elements: (a) A material representation was made. (b) The representation was false. (c) When the representation was made, the defendant knew it was false, or made a positive or compelling assertion without having knowledge of the truth. (d) The defendant made the representation with the intent of causing the plaintiff to act. (e) The plaintiff acted, relying on the defendant's false representation. (f) The plaintiff was damaged or suffered injury because of the act or representation.

The Plaintiff makes a 5th amendment equitable interest claim that his private property was taken for Public use without 'just compensation'. There has never been any attempt by the Defendant(s) to reimburse the Plaintiff for all that he has invested in the subject property, provided they legally completed all the conditions to sell the subject property for their own gain; and the petitioner claims they did not.

The foundation for a valid loan on the mortgage did not and does not exist. The mortgage paperwork cannot even be produced due to the number of times the note and mortgage were assigned, or transferred and such lack of evidentiary facts can only result in a void judgment.

There are no proofs in evidence that have been given to the Plaintiff-Owner of the subject property that anything other than 'credit' was involved in the mortgage and/or note transaction. The Clean Hands Doctrine has been violated, as explained in the entirety of the State Venue filed Complaint.

The Petitioner has owned the subject real property at bar for (18) years. The property at 931 and 933 Alexander Street S.E. Grand Rapids, Michigan was/is a duplex styled rental property owned by the Appellant. Since refinancing the subject rental property in 200[6] over (12) years ago, the Petitioner has found in part that the subject property has been transferred and/or assigned so many different times that he has lost track of the identity of those who claim to be lender(s), transferor(s), and/or assignor(s).

Though the State initiated Complaint more fully addresses the offenses committed by the Defendant(s) against the Plaintiff's Civil Rights the Appellant submits his arguments to assert the facts in the case. The Appellant has suffered the following: (1).Loss of equity ownership collateral since purchase of the real property in the year 2000. (2). Loss of the right to engage in rental/lease agreements on the real property for income generation, etc .(3). Loss of equitable title by wrongful foreclosure process(es), that reveal in part a situation of predatory lending. Some background follows:

The subject property was purchased by the Plaintiff in the year 2000 from Mr. Consuelo Garcia for the sum of \$78,000.00 and a Warranty Deed was notarized July 25, of the same year , then subsequently recorded at Liber 5116, Page 414 of the Kent County Register of Deeds.

On May 5th, 2006 the subject property was Quit Claimed from Denis Akaazua to Denis Akaazua and Akaazua Meumue, Denis' father. Correct Deed recording at 20061013-0112945, on October 13, 2006.

In 2006 the property was refinanced with a fixed rate that later moved to a variable rate interest loan. By 2015, there was a break-in at the Plaintiff's home residence and he lost paperwork related to the mortgage documents on the subject rental property at bar. The petitioner cannot find the documents and neither can the defendant/respondents.

In March of 2019 the Petitioner/Appellant filed a Request for Production of Records on the subject real property at bar in the lower U.S. District Court, however the Defendant(s) Appellee(s) were unable to produce the chain of assignment(s) from the origin of the loan forward to date. This lack of evidence is fatal or should have been ruled fatal to their foreclosure.

What the Plaintiff has been able to put together is that AllState Mortgage Corp. assigned the mortgage and/or note to Home Loan Corporation. AllState Mortgage was to correct data on the original loan application and an appraisal. Before that data was corrected All State Mortgage assigned the mortgage and/or note to Wilshire Credit Corporation who was to collect monthly payments. Through a later inquiry the Plaintiff discovered the Wilshire Credit Corporation assigned the loan to Bank of America who then in September of 2014 charged-off the account. Not correcting an appraisal affected the value exhibited by the Sheriff's Notice of Sale in the local Grand Rapids, Michigan press.

There are multiple conflicting Instruments of registration on the same subject property loan(s), assignment(s) and/or transfer(s). For example, TM Properties Solutions LLC recorded Instrument Number 201202140013844, as assignee on February 14, 2012; assigning the mortgage and/or note to Imperial Valley Properties, LLC, on September 11, 2013. That assignment, Id. , was recorded under Instrument Number 201309110094088, in Kent County's Recorder's Office.

The information above conflicts with information on the Affidavit of Publication for Sale. The subject property went to a Sheriff's auction on February 14, 2018 at 10:00 am, at the Kent County Courthouse, 180 Ottawa Avenue NW Grand Rapids, Michigan. According to the Affidavit of Publication in the Grand Rapids Legal News of January 5, 12, 19, and 26th of 2018; Defendant

M.E.R.S. Inc. (Mortgage Electronic Registration Systems Inc.) acting solely as Lender, via Defendant Home Loan Corporation dated May 5, 2006, recorded their assignment of mortgage to TM Properties Solutions LLC on June 22, 2006, at Instrument Number 20060622-0071097, and thereafter TM Properties Solutions LLC assigned the Mortgage to Imperial Valley Properties, LLC, on October 13, 2006 recorded at Instrument number 20061013-0112944. Walker Novak Legal Group LLC is the law firm representing Imperial Valley Properties, LLC, , through Thomas J. Nowack. Esq., P-70056, and Bucher & Cameron LLP is representing their current client Imperial Valley Properties, LLC with a plan to sell the subject property.

The Plaintiff claims the transfer(s), assignment(s), and/or securities involved were not tabulated properly and there is mayhem in the Recorder's Office which has to be sorted out, for the real party of interest to be revealed, amongst other issues.

Discovery was and is still necessary to determine who has bona- fide standing to foreclose. Until that is determined the Plaintiff filed his State venue Complaint with an intent to stop the sale of the subject property and obtain all necessary Discovery to move forward to determine the extent of the violation(s) involved in the chain of assignment(s) or transfer(s) to Bank(s) or Servicer(s).

Due to negotiable instruments law being applicable as against the named Defendant(s)/Respondent(s) this Plaintiff invokes his commercial remedy at UCC 1-103, wherein the common law is applied. Such Common Law basis extends to President Trump's 04/29/2020 Proclamation.

CONVERSION

Neither Defendant(s) AllState Mortgage or Home Loan Corporation possess the original signed note. The therefore lack standing to foreclose or have any of their assignees foreclose. The mortgage

and/or note were likely securitized and sold over and over between banks. A Mortgage is a security instrument. It is security and security only. Without a promissory note, a mortgage is nothing. The Bank(s), and assignees involved herein lacked and continue to lack the authority to foreclose for want of consideration in a claim they loaned something to the State Court Plaintiff; Mr. Denis Akaazua. The Defendant(s) were unable to produce the original promissory note upon formal request for it in Discovery procedures, supra. Since no one was/is able to produce the "instrument" there is no competent evidence before the Court that any party is the holder of the alleged note or the true holder in due course. New Jersey common law dictates that the plaintiff prove the existence of the alleged note in question, prove that the party sued signed the alleged note, prove that the plaintiff is the owner and holder of the alleged note, and prove that certain balance is due and owing on any alleged note. Federal Circuit Courts have ruled that the only way to prove the perfection of any security is by actual possession of the security. See Matter of Staff Mortg. & Inv. Corp., 550 F.2d 1228 (9th Cir 1977).

FRAUD AND CONSPIRACY TO COMMIT FRAUD

Mortgage Electronic Registration Systems, does not lend anything. On the Debt Validation Letter directed to the Plaintiff for the original Loan Number they claim they are the original lender. Such statement is a fraudulent representation of the facts. (see) below explanations on M.E.R.S. The Defendant(s) are therefore involved in illegal conversion. Conversion defined:

"A distinct act of dominion wrongfully exerted over another's personal property in denial of or inconsistent with his title or rights therein, or in derogation, exclusion, or defiance of such title or rights. 18 Am J2d Conversion § 1. It is an essential tortious act, an unlawful act, an act which cannot be justified or excused in law. 18 Am J2d Conversion § 1. Ballentines Law Dict. (1969) pg. (269).

Mortgage Electronic Registration Systems. ("MERS") is a corporation duly organized and existing under the laws of the State Delaware, with an address and telephone number of: Post Office

Box 2026, Flint, Michigan, 48501-2026. MERS is an electronic registration system, that was created by the real estate industry to electronically register properties in order for the properties to be sold into securitization; and keep the costs down by cheating the States and Counties out of the taxes associated with Registering the properties after each such sale.

The Defendant(s) is/are operating with MERS, Inc. which has been proved to be a one man operation and the leader of a nationwide banking cartel. The Plaintiff/Appellant cannot find where an Officer of MERS, Inc. signed the Mortgage Agreement on behalf of MERS Inc. The identification of the Officer(s) and/or Representative(s) involved in the form of securities registration as necessary parties was material to the State originated Complaint and Cause of action One of the reasons this research is so important is that the Plaintiff has recently discovered that a Law Professor by the name of Christopher L. Peterson wrote in the original expose' of the "Mortgage Electronic Registration Systems" "MERS" and on page (116), upon his analysis in Case #1:12-cr-00763-JG of July 01, 2013, he concluded that "MERS" is a "shell company" used to "Pretend" to own American Mortgages. Professor Peterson used to work at S. J. Quinney Law School. His document explaining the MERS cover-up is at <http://scholarship.law.wm.edu/cgi/viewcontent.cgi?article=3399&context=wmlr>. If you read footnote 23, from the same page, p. 116, you will learn the CEO, who is R.K. Arnold, states it is his intention to "capture" every mortgage in the country. When Mr. R. K. Arnold was deposed in court he admitted he is the sole employee of his company and claims ownership rights to some (70) million mortgages.

VIOLATION(S) OF THE TRUTH IN LENDING ACT

Theft by false pretext: "Obtaining property by means of false pretext with intent to deprive owner of value of property without his consent and to appropriate it to own use, followed by such appropriation." Blacks law Dictionary, 6th Ed. Page 1029.

The Mortgage agreement did not include a mandatory 'right to rescind' clause which violates the TILA, and voids the mortgage agreement itself. To Wit:

The Truth in Lending Act mandates that a Mortgage Agreement has to include a "Right to Rescind" section. The Mortgage at bar does not include such a section. Section 226.23 of Regulation Z [Truth In Lending Act] requires that "in a credit transaction in which a security interest is or will be retained or acquired in a consumer's principal dwelling, each consumer whose ownership interest is or will be subject to the security interest shall have the right to rescind the transaction."

A number of court cases have wrestled with the issue of what amounts a consumer must return to a lender when he rescinds a loan. Section 125 of TILA specifies that when a loan is rescinded, "the consumer is not liable for any finance or other charge, and any security interest given by the obligor, including any such interest arising by operation of law, becomes void upon such a rescission." In some loans, a consumer borrows not only a principal amount but also lender's fees and finance charges. In a recent case, Moore v. Cycon Enterprises, Inc., 2007 WL 475202 (W.D. Michigan, Feb. 2007), a trial court in Michigan ruled that a husband and wife who rescinded a loan were not required to repay any amounts of a loan they borrowed to cover lender's fees and finance charges because of the language in section 125 quoted above. The lender tried to argue that section 125 only applied to amounts that were finance charges under TILA. However, the court noted that section 125's plain language states "the consumer is not liable for any finance or other charge." The Court therefore ruled that the borrowers were not required to repay any of these fees and charges.

SLANDER OF TITLE

Slander of Title is compensable due to this Plaintiff/Appellant having to prove the Defendant(s) do not themselves have title, and have at the same time have or are trying to convert it to themselves in ultra vires modus. To Wit: A Memorandum of Authorities:

Slander or disparagement of title occurs when a person, without a privilege to do so, publishes a false statement that disparages title to property and causes the owner thereof "some special pecuniary loss or damage."

"In Michigan, slander of title claims have both a common-law and statutory basis. Slander of title has been recognized at common law since at least 1900 as a remedy for malicious publication of false statements that disparage a plaintiff's right in property. See 2 Cameron, Michigan Real Property Law (2d ed), Slander of Title, § 30.18, pp 1461-1462, and cases cited therein, including Harrison v. Howe, 109 Mich. 476, 67 N.W. 527 (1896), and Michigan Nat'l Bank-Oakland v. Wheeling, 165 Mich.App. 738, 419 N.W.2d 746 (1988) B & B Inv. Group v. Gitler, 581 N.W.2d 17, 229 Mich.App. 1 (Mich. App., 1998)" (ref) B & B Inv. Group v. Gitler, 581 N.W.2d 17, 229 Mich.App. 1 (Mich. App., 1998) B & B Inv. Group v. Gitler, 581 N.W.2d 17, 229 Mich.App. 1 (Mich. App., 1998) @ pg.8.

There has been malicious and bad faith conduct on the part of the Defendant(s) as they have moved forward in Fraud, without possession of the original note, under a contract-agreement in mortgage that is not enforceable for want of consideration to take the subject property from the Plaintiff against his 5th amendment rights to 'just compensation' for his sweat equity interest, etc. Additionally the Plaintiff was guaranteed a right to trial by jury and did not receive such.

BREACH OF CONTRACT

The Bank and/or its Servicer(s) must disclose the following under Federal Law. To Wit: 12 USC § 2605 (Servicing of Mortgage Loans...) says in part:

(1) Notice requirement Each servicer of any federally related mortgage loan shall notify the borrower in writing of any assignment, sale, or transfer of the servicing of the loan to any other

person.....3) Contents of notice The notice required under paragraph (1) shall include the following information:

- (A) The effective date of transfer of the servicing described in such paragraph.
- (B) The name, address, and toll-free or collect call telephone number of the transferee servicer.
- (C) A toll-free or collect call telephone number for (i) an individual employed by the transferor servicer, or (ii) the department of the transferor servicer, that can be contacted by the borrower to answer inquiries relating to the transfer of servicing.
- (D) The name and toll-free or collect call telephone number for (i) an individual employed by the transferee servicer, or (ii) the department of the transferee servicer, that can be contacted by the borrower to answer inquiries relating to the transfer of servicing.
- (E) The date on which the transferor servicer who is servicing the mortgage loan before the assignment, sale, or transfer will cease to accept payments relating to the loan and the date on which the transferee servicer will begin to accept such payments.
- (F) Any information concerning the effect the transfer may have, if any, on the terms of or the continued availability of mortgage life or disability insurance or any other type of optional insurance and what action, if any, the borrower must take to maintain coverage.
- (G) A statement that the assignment, sale, or transfer of the servicing of the mortgage loan does not affect any term or condition of the security instruments other than terms directly related to the servicing of such loan.

The Plaintiff states that none of paragraphs (A) through (G) were complied with by the Defendant Bank or its Servicers. Therefore Federal Law and Federal Regulations have not been upheld by the Defendants/Appellees, Etc, and standing if existing; is lost for lack of adherence to the law. Any Judgment from a Court upon such deficiencies is voidable and void for lack of adherence to the law. Further; The Bank in this situation did not perform lawfully and is in violation of 12 USC section 343.

Banks can only operate in "covered" transactions (please reference again) 12 USC section 343, which requires that the Banks make a (100%) cash collateral deposit into an account prior to receiving the "credit" from the "exchange" of the promissory note at an international banking facility.

The Defendant Walker Novak was reminded of an applicable federal regulation: at 12 CFR § 223.14, et. Seq in the Plaintiff's Complaint cause of action. To Wit:

(a) Collateral required for extensions of credit and certain other covered transactions.

A member bank must ensure that each of its credit transactions with an affiliate is secured by the amount of collateral required by paragraph (b) of this section at the time of the transaction.

Further verification of this requirement that a 100% deposit be made from the Bank reserves, prior to receiving the extension of 'credit' in exchange for the promissory note is at the Proposed Rule by the Federal Reserve System on May 11, 2001 at section 223.5. Such section takes the reference forward to section 223.5(b)(1)(iv). Under section 23A of the Federal Reserve Act at 23A(c)(1)(A)(iv) a bank satisfies the collateral requirement in an amount equal to 100 percent of the credit extended.

Section 223.14, to date, *supra*, makes the collateral deposit mandatory, not elective. The Bank involved is to file a form FR 2900 to provide evidence the alleged 'loan' came from its reserves and not credit alone. The mortgage foreclosure industry cannot foreclose on a stand alone "note" and that is what is happening.

As the Defendant(s) have no proofs in evidence of compliance with the federal regulation(s), *supra.*, they have no standing to argue and neither should they be allowed to make false claims. The opposition all the way through their case of removal have been unable to produce first hand testimony from the Banker that there was a loan or first hand testimony that the Banker's Delegate confirmed there was a valid loan. There is Fraud on their part involved.

SUMMARY OF THE ARGUMENT

The Plaintiff's State Complaint was removed by the opposition to a Federal Court which lacks jurisdiction to hear it. The Plaintiff affected [proper service of process which is shown by the certified mail receipts attached even during a forty (40) degree below zero windchill. The Banker has never testified as a first party to the Mortgage loan and an Attorney cannot testify for his/her client. The opposition lacks an original promissory note, lacks standing , lacks compliance with the Federal Banking regulations and statutes, and cannot or will not provide evidence they have an enforceable contract with the Plaintiff/Appellee. The opposition is involved in conversion theft.

REASONS FOR GRANTING THE WRIT

In January of 2019 the Plaintiff filed a Motion to Remand the Removal case back to State Venue, but was unsuccessful. In that Motion the Appellant still asserts removal by the Defendant(s) originated from a view point that lacked jurisdiction. To Wit:

The wording of the removal pleading filed 01/14/2019 known as a Notice of Removal by Attorney Dawn N. Williams, quotes at page (2) therein..."is hereby removed by Defendant: Mortgage Electronic Registration Systems, Inc. ("MERS") to the United States District Court for the Western District of Michigan, Southern Division, by the filing of this Notice of Removal." Such is the incorrect Federal Court as asserted by the State Plaintiff..

Suits in Admiralty are under the exclusive original jurisdiction of the (Article II) district courts of the United States of America....which is not the same Court as the Article 1 (administrative) or Article IV (territorial) "United States District Courts".

28 USC 1331 "The district courts shall have original jurisdiction, exclusive of the courts of the States, of:

(1) Any civil case of admiralty or maritime jurisdiction, saving to suitors in all cases all other remedies to which they are otherwise entitled.

(2) Any prize brought into the United States and all proceedings for the condemnation of property taken as prize."

Foreclosure actions are Admiralty, In Rem actions, and therefore the Removal should have been made to the 'district' court of the United States' alone, if in fact there was jurisdiction for such removal at all and the Appellant claims there was not.

What occurred is that the Attorney(s) for the Defendant(s) in the State Court attempted to have the U.S. District Court 'take' jurisdiction it does not have.

In doing so, the Removal Cause of Action was Defacto not Dejure in law. Thereafter, if the U.S. District Court granted a Defacto win for the State Court defendant(s) now in the Federal Venue, then such action precludes forward movement in the State Complaint action and allegedly resolves the case with a judicial ruling that should not have been decided, for want of removal jurisdiction to the U.S. District Court, a federal territorial court which cannot govern the land where the Appellant has suffered the consequences of a foreclosure action.

President Trump issued a Proclamation on April 29, 2020 to Compel the Courts of this Land to return to the Constitution. This Appellant asserts all the benefits that Proclamation, *Id.*, grants him, including what the Constitution says are jurisdictional limits. In the meantime jurisdiction is territorially limited.

The Supreme Court has ruled in *res judicata*, to wit:

"The United States District Court is not a true United States court established under article 3 of the Constitution to administer the judicial power of the United States therein conveyed. It is created by virtue of the sovereign congressional faculty, granted under article 4, § 3, of that instrument, of making all needful rules and regulations respecting the territory belonging to the United States. The resemblance of its jurisdiction to that of true United States courts, in offering an opportunity to nonresidents of resorting to a tribunal not subject to local influence, does not change its character as a

mere territorial court." Balzac v. People of Porto Rico, 258 U.S. 298, 42 S.Ct. 343, 66 L.Ed. 627 (1922)

"It is locality that is determinative of the application of the Constitution, in such matters as judicial procedure, and not the status of the people who live in it."
[Balzac v. Porto Rico, 258 U.S. 298 (1922)]

"As independent sovereignty, it is State's province and duty to forbid interference by another state or foreign power with status of its own citizens. Roberts v Roberts (1947) 81 CA.2d. 871, 185 P.2d. 381. "[Black's Law Dictionary, 4th Ed., p 1300]

"It is a well established principle of law that all federal regulation applies only within the territorial jurisdiction of the United States unless a contrary intent appears."
[Foley Brothers, Inc. v. Filardo, 336 U.S. 281 (1949)]

"The laws of Congress in respect to those matters [outside of Constitutionally delegated powers] do not extend into the territorial limits of the states, but have force only in the District of Columbia, and other places that are within the exclusive jurisdiction of the national government."
[Caha v. U.S., 152 U.S. 211 (1894)]

"There is a canon of legislative construction which teaches Congress that, unless a contrary intent appears [legislation] is meant to apply only within the territorial jurisdiction of the United States." U.S. v. Spelar, 338 U.S. 217 at 222

The attorney(s) who filed for removal from state court to the U.S. District Court committed jurisdictional error which is reversible error on its face.

Secondly the Appellant denies he did not effect service timely. In the Plaintiff/Appellant's lower court Objection pleading of March 16, 2019 he stated:

".....Page two (2) of paragraph one (1) of the R & R, shows that the Magistrate noted the Plaintiff's responses had to be filed no later than February 18, 2019 and February 19, 2019.

Whether this was the time of the sub-zero temperatures when mail service was delayed or temporarily curtailed the Plaintiff is not sure. However, the mailing receipt entered into evidence in the lower court shows the Plaintiff mailed his responses "from" the Michigan Street Post Office in Grand

for the opposition sanctioned, and the Appellant must be reimbursed for his time a legal fees for having to take this case up on Appeal all the way to this high court.. The right to amend or addendum this pleading in any particular is herein asserted. The Petitioner respectfully requests a Writ of Certiorari issue for what is described and claimed above.

Dated: Sept June 1, 2021

Respectfully with All Rights Reserved:

s/ _____
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