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SUPREME COURT OF THE UNITED STATES

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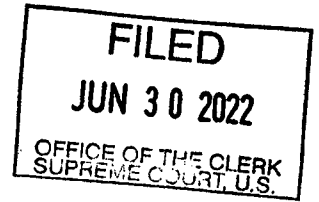
No.:

ORIGINAL

Derek N. Jarvis,  
Petitioner

vs.

United States,  
Respondent



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On Petition For A Writ Of Certiorari To The U.S.  
Federal Court Of Claims

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PETITION FOR A WRIT OF CERTIORARI

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Derek N. Jarvis, Petitioner-Pro se  
2445 Jones Lane  
Silver Spring, Maryland 20902  
Tel:(301) 252-9781  
Rainbow\_Glow@yahoo.com

## QUESTIONS PRESENTED

This Petition presents issues of National importance, that if left unanswered will perpetuate confusion among the lower courts, and will prevent Petitioner Jarvis, and millions of other [F]reedmen Cherokee, similarly situated from the 1866 and 1868 Indian treaties and benefits from those treaties, in which Petitioner Jarvis, has been excluded from over (61) years, and the confusion regarding the provisions of 1866 treaties, and what those provisions involve.

The lower court erred, in stating that Petitioner Jarvis, failed to state provisions under 1866 treaties, then admitted in another order Petitioner did state a provision of 1866, which is the reason given by the trial court for the dismissal of the case, which is another reason that perpetuates confusion by the lower courts, specifically, in this case.

1-Can a trial court dismiss 1866 complaint based upon the number of provisions that Petitioner has provided under 1866 treaties, when it was established that Petitioner Jarvis provided several provisions under 1866, or is there federal law that requires that several provisions be provided under 1866 treaties?

2-Can a complaint filed under 1866 treaties, and under 28 U.S.C. §1505, be lacking of jurisdiction, in federal court of claims, when the claims fall under The Tucker Act?

3-Can a trial court deny Petitioner Jarvis rights to 1866 treaties, when he is American [C]herokee [F]reedmen, and the Treaties of 1866 state unequivocally, that it 'guarantees descendants of [C]herokee [F]reedmen 'all rights of "Native [C]herokees?

**PARTIES TO THE PROCEEDINGS**

Derek N. Jarvis, Petitioner-Pro se  
American Cherokee Freedmen Indian  
5703 Luxemburg Street  
Suite 201  
North Bethesda, Maryland 20852

United States Respondent  
United States Justice Department  
United States Solicitor General  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

**PETITION FOR THE SUPREME COURT**

Petitioner Derek N. Jarvis, respectfully, requests  
the issuance of a writ of certiorari to review the judgment of  
the United States Court of Appeals For The Federal Circuit, and  
United States Court of Federal Claims.

## TABLE OF CONTENTS

QUESTIONS PRESENTED.....	i
PARTIES TO THE PROCEEDINGS.....	ii
TABLE OF CONTENTS.....	iii, iv
TABLE OF AUTHORITIES.....	v,vi
JURISDICTIONAL STATEMENT/OPINIONS BELOW.....	1
STATEMENT OF THE CASE.....	2,3
INTRODUCTION.....	4
DISMISSAL OF PETITIONER'S CLAIMS BY THE COURT OF FEDERAL CLAIMS, MAY 16, 2022.....	5
JURISDICTION.....	6
CONSTITUTIONAL PROVISIONS, STATUTES & TREATIES.....	6
RELATED CASES.....	6
1866 TREATIES IMPOSE SPECIFIC OBLIGATIONS ON THE UNITED STATES GOVERNMENT.....	7
TREATIES BETWEEN THE UNITED STATES & INDIAN PEOPLE ARE CONGRESSIONAL ACTS, AKIN TO STATUTES & CONTRACTS.....	8
LEGAL ARGUMENT-REASON TO GRANT THE PETITION FOR CERTIORARI THE COURT SHOULD GRANT THE PETITION TO CLARIFY 1866 TREATIES And Clarify The Conflict Involving 1866 Treaties.....	9
COURT OF CLAIMS ERRED In Rejecting The Tucker Act Jurisdiction.....	9
PETITIONER JARVIS PROVIDED SEVERAL PROVISIONS OF THE 1866 TREATY.....	10
THIS CASE PRESENTS A CLEAR SPLIT IN AUTHORITIES AND PROVISIONS OF 1866 TREATIES ON CRITICAL QUESTIONS.....	16

## TABLE OF CONTENTS

THE COURT OF APPEALS MADE CLEAR THAT EVEN WITHOUT A STATUTE  
ESTABLISHING A TRUST RELATIONSHIP Between The U.S.  
GOVERNMENT & AMERICAN INDIANS Gives Rise To A Definite  
FIDUCIARY DUTY.....16

PETITIONER JARVIS HAS ESTABLISHED HIS MONEY-MANDATING  
CLAIMS UNDER THE TUCKER ACT, INDIAN TUCK ACT  
AND 1866 TREATIES & PROVISIONS OF 1866 TREATIES.....18

INDIAN HISTORY & INDIAN SLAVERY IN AMERICA.....23

INDIAN HISTORY-INDIAN WARS, INDIAN SLAVERY  
AND PRISONERS OF WAR.....25

PETITIONER JARVIS'S CLAIMS ARE INDEED MONEY-MANDATING FOR  
DAMAGES SUSTAINED AS A RESULT OF THE BREACH OF TRUST  
DUTIES.....32

THE RACIAL WEALTH GAP-FAILURE OF INTEGRATION  
AND RACIAL DISPARITIES IN WEALTH.....35

CONCLUSION.....36

## APPENDIX

Federal Court Of Claims Original Complaint Apx.[A]

Federal Court Of Claims August 19, 2021 Judgment Apx.[B]

Federal Court Of Claims Order & Opinion August 19, 2021 Apx.[B1]

U.S. Court Of Appeals Federal Circuit April 5, 2022 Order Apx.[C]

U.S. Court Of Appeals Federal Circuit Order Rehearing, May 16, 2022  
Apx.[D]

## TABLE OF AUTHORITIES

CASES	PAGES
Treaty With The Cherokee, 1866 U.S.-Cherokee, Article 9 July 19, 1866, 14 stat. 799.....	1
Fletcher vs. United States, 730 F.3d 1206, 1209 (10th Cir. 2013)("Fletcher II").....	5
Chemehuevy Tribe vs. United States, 150 Fed.Cl. 181, 186 (2020).....	2
Monomitnee Indian Tribe Of Wis. vs. Thompson, 161 F.3d 449, 457 (7th Cir. 1998).....	8
Choctaw Nation Of Indians vs. United States, 318 U.S. 423, 431-32 (1943).....	8
Klamuth & Modoe Tribes & Yahooskin Band Of Snake Indians vs. United States, 174 Ct.Cl. 483, 490 (1966).....	12
Sherwood, 312 U.S. at 588.....	13
United States vs. King, 395 U.S.1 (1969).....	14
United States vs. Mitchell, 463 U.S. 206, 212-18 (1983).....	18
Cherokee Nation vs. Georgia, 30 U.S.1 (1831).....	19
Samish II 2011 WL 435994 at *5.....	19
White Mountain, 537 U.S. at 472-73.....	20
South Carolina vs. Cattaba Indian Tribe, Inc., 476 U.S. 498, 506 (1986).....	20
San Carlos Irrigation & Drainage Dist. Vs. United States, 877 F.2d 957, 959 (Fed.Cir. 1989).....	21
United States, 24 F.3d 188, 197 (Fed.Cir. 1994).....	21
Holden vs. Joy, 84 U.S. 211, 243 (1872).....	23

## TABLE OF AUTHORITIES

CASES	PAGES
Heckman vs. United States, 224 U.S. 413, 429 (1912).....	23
Hopi Tribe, 782 F.3d at 668.....	22

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## JURISDICTIONAL STATEMENT

## OPINION BELOW

The opinion by the United States Court Of Federal Claims failed to follow precedent in this case with respect to treaties of 1866 and 1868, regarding provisions in the 1866 treaties. The trial Court admitted in it's November 1, 2021 order that, 'Mr. Jarvis "identifies only one provision", with respect to Treaty with the Cherokee of 1866', in which states that, "[f]reedmen rights are "inherent". However, Petitioner Jarvis, identified several provisions in the Treaty of 1866, such as another provision, in which Supreme Court Justice Shawna S. Baker, Cherokee Nation, wrote in her opinion, that "Cherokee Freedmen rights are inherent, they extend to descendants of the Cherokee Freedmen as a '[b]irthright, springing from their [a]ncestors oppression and displacement, as a people of color, recorded and memorialized in Article 9 of the 1866 Treaty'.

Treaty with The Cherokee, 1866 U.S.-Cherokee, Article 9 July 19, 1866, 14 stat. 799 [hereinafter 1866 Treaty]. The Treaty guarantees that extant descendants of Cherokee Freedmen shall "have 'all the rights of "Native [C]herokees'. As such Petitioner Jarvis, as American [C]herokee by [b]lood, is entitled too all rights of [N]ative Cherokees, which provisions here, clearly, demonstrate. The 1866 Treaties clearly, state unequivocally, that [C]herokee Freedmen such as Petitioner Jarvis, is entitled to housing, restitution from Indian trust funds, access to resources, and land among other benefits Petitioner Jarvis is entitled to as American [C]herokee by blood and [b]irthright.

## STATEMENT OF THE CASE

This Petition will illustrate that review is warranted for uniformity on 1866 treaties and clarity. This case presents a clear split in authority and provisions of 1866 treaties on a critical question as to who 1866 treaties are for, which when fairly read states in the provisions '[F]reedmen and/or [N]egro', and the term "[N]ative American is absent from the treaties of 1866, yet Natives are those who obtain benefits from 1866 treaties and this is a question the court should and must clarify, as this question continues to be unresolved, and this case offers this Supreme Court a vehicle to resolve these pressing and persistent questions and contradictions by so many different federal courts.

Petitioner Jarvis, American [C]herokee/[F]reedmen has been excluded and denied resources by the United States over (61) years, which he is entitled to under 1866 treaties and provisions of those treaties, and denied access to Indian trust funds which United States respondents have breached it's fiduciary duties. The lower courts erred in failing to address this question, and when the Court Of Claims misapprehended the nature of Petitioner Jarvis's complaint, contradicting itself in two differen order(s), and more importantly, it's holding is inapposite to this Court's precedent, specifically ("Mitchell II"), on this very matter as well as the Supreme Court. See Chemehuevy Tribe vs. United States, 150 Fed.Cl. 181, 186 (2020)).

Petitioner Jarvis, has alleged that the United States has failed to faithfully, perform fiduciary duties, resulting in compensable damages. Likewise, Petitioner Jarvis has alleged a facially, plausible claim for breach of trust by the United States, sufficient for the court to draw reasonable inferences that the United States is liable in 'money damages', in which the lower court erred.Id.

The Court explained that: "where the Federal Government takes on or has control or supervision over "Indian monies", in a trust, or properties be it tribal or individual Indian, the fiduciary relationship exists with respect to such monies or properties even though nothing is said expressly, in the authorized or underlying statute (or other fundamental document) about a trust fund or a trust of fiduciary connection".Id. Here, Petitioner Jarvis, establishes in complaint and to this Court, that the U.S. breached it's fiduciary duties, by denying Petitioner Jarvis who is American [C]herokee Freedmen , access to Indian trust funds, restitution and demanding an accounting of trust funds, in which the complaint demanded. See Complaint.

The Court in Mitchell II, stated that "the distinctive obligation of trust incumbent upon the government in it's dealings with these dependent and sometimes exploited people", created a special trust relationship. Furthermore, the Court held that, where such a common law trust relationship is present, and where the government is given control over resources, held in trust, a fiduciary duty automatically, arises. Trustee liability, is a natural consequence of breach of these fiduciary duties. Cobell vs. Norton. Similarly, stated that the presence of a common law trust gives rise to fiduciary duties.

## INTRODUCTION

This Petition presents important questions to the public at large, with sweeping implications under Indian Treaties 1866 and 1868, as well as 28 U.S.C. § 1505, The Indian Tucker Act. As this case affects millions in terms of who benefits from 1866 and 1868 Treaties, and why Petitioner Jarvis, like many others similarly situated [b]lood indians who are American [C]herokee are excluded from the 1866 Treaties.

The provisions in the 1866 Treaties state clearly, that Petitioner Jarvis, who is American [C]herokee/Powhatan, by [b]lood, is entitled to restitution, Indian trust funds, resources and land, like Native Americans, who are not indigenous to North America, but foreigners from 'Siberia', which this Court must address for the sake of uniformity, and clarity, with respect to American Indians who are excluded such as Petitioner, and those similarly situated, and those who obtain billions in benefits who claim Native, and are not, this question has never been adequately addressed by this Court, which is why this case must be heard and Petition should be granted.

The Petition presents this unresolved question clearly, and in the context where resolution of the question regarding 1866 Treaties, and why the Federal Court of Claims and it's appeals Court the Federal Circuit, has stated in it's opinion that Petitioner Jarvis, is not entitled to treaties of 1866 and 1868 even though, Petitioner Jarvis is American [C]herokee by blood. This case offers this Court a vehicle to resolve pressing questions and apparent contradiction involving this matter.

DISMISSAL OF PETITIONER JARVIS'S CLAIMS BY THE FEDERAL COURT  
OF CLAIMS AND FEDERAL CIRCUIT MAY 16, 2022

On May 16, 2022, the Federal Circuit affirmed the Federal Court of Claims ('Herein the "Court Of Claims"), dismissal on August 19, 2021, erroneously, finding it lacked jurisdiction to hear Petitioner Jarvis's claims of 1866, under The Tucker Act. The Federal Court Of Claims, also went outside of the adversarial issues to dismiss the complaint, relying on issues unrelated to the complaint, and failing to be impartial. The lower court erred on several issues in this case, and failed to address questions with respect to why Petitioner Jarvis has been deprived of resources he is entitled to as American [C]herokee and Native Americans receive billions annually, when 1866 treaties were drafted for Cherokee [F]reedmen [N]egroes indigenous to North America. This question must and should be addressed for resolution and clarity.

The U.S. holds trust funds Petitioner Jarvis, is entitled to as American [C]herokee, and the United States is obligated to pay these trust funds from Indian trust out to Petitioner Jarvis monthly, and other similarly situated American Freedmen. Specifically, under federal law, the United States, has an obligation to distribute funds to Individual Indians in a timely manner". Fletcher vs. United States, 730 F.3d 1206, 1209 (10th Cir. 2013)("Fletcher II"). Petitioner Jarvis, now requests that this Court grant the Petition and clarify the questions of extreme **importance** with respect to 1866 treaties , which Petitioner Jarvis has been excluded from over (61) years, denying him birthright and United States breaching it's fiduciary duties.

## JURISDICTION

Judgement of The Federal Court Of Claims dismissed complaint by Petitioner Jarvis on August 19, 2021. The United States Court Of Appeals For The Federal Circuit affirmed judgment of the lower court, denying petition May 16, 2022.

Petitioner Jarvis, invokes this Court's jurisdiction under 28 U.S.C. § 1257, having timely filed this Petition For A Writ Of Certiorari within 90 days of the May 16, 2022 denial of Petition by The United States Court Of Appeals For The Federal Circuit.

## CONSTITUTIONAL PROVISIONS & STATUTES

Treaty With The Cherokee, 1866 U.S. Cherokee  
Article 9 1866 & 1868 Treaties

The Tucker Act-28 U.S.C. § 1491

28 U.S.C. § 1505 Indian Tucker Act

1866, 1868 Indian Treaties [F]reedmen Cherokees

## RELATED CASES

United States Court Of Federal Claims judgment, August 19,  
2021

United States Court Of Appeals For The Federal Circuit  
Denial of Petition, May 16, 2022

Fletcher vs. United States, 730 F.3d 1206, 1209  
(10th Cir. 2013)("Fletcher II")

United States vs. King, 395 U.S.1 (1969)

Samish II 2011 WL 435994

Mitchell, 463 U.S. at 224-28

1866 TREATY IMPOSES SPECIFIC OBLIGATIONS ON THE UNITED STATES GOVERNMENT TO ALLOCATE FUNDS TO AMERICAN FREEDMEN

Petitioner Jarvis, has identified the substantive sources of law, establishing the United States 'specific money-mandating" fiduciary duties in this case by breaching it's trust responsibility and **treaties**, and have breached that trust in this case, in failing to make restitution to Petitioner Jarvis, American [C]herokee [F]reedmen, denying his birthright and Indian trust funds Petitioner Jarvis, is entitled to, over (61) years.

To be money-mandating in the Federal Circuit, a statute, regulation or [treaty], must impose specific obligations on the government which Petitioner Jarvis has established in this case. Petitioner Jarvis has demonstrated that he has suffered irreparable harm as a result of the United States complicit acts against him over (61) years and Petitioner Jarvis, demands to be made whole by this High Court as a result of the breach of fiduciary duties by the United States Government.

Petitioner Jarvis, has established that the United States has failed to faithfully, perform those duties, resulting in compensable damages. The United States is liable for it's breach of trust in this case. Therefore, Petitioner Jarvis, demands restitution, and judgment against the United States. A person who receives a benefit by reason of an infringement of another person's interest, or of loss suffered by the other, owes restitution to him, or a debt, in which the manner and amount be necessary to prevent unjust enrichment, which is the case here.

TREATIES BETWEEN THE UNITED STATES & INDIAN PEOPLE  
ARE CONGRESSIONAL ACTS, AKIN TO STATUTES & CONTRACTS

Treaties between the United States and Indian People are Congressional Acts, akin to statutes, 'as well as contracts subject to special rules of contract interpretation". *Monomitnee Indian Tribe Of Wis. vs. Thompson*, 161 F.3d 449, 457 (7th Cir. 1998). Of course treaties are construed more liberally, than private agreements and to ascertain their meaning, we may look beyond the words to the history of the treaty and the practical construction adopted by the parties. *Choctaw Nation Of Indians vs. United States*, 318 U.S. 423, 431-32 (1943).

Because treaties were imposed upon Indians and Nations, they had no choice but to consent. Such treaties must be 'interpreted as Indians would have understood them, and any doubtful expression in them, should be resolved in the Indians favor".*Id.* at 631. (internal citations omitted).

The trust relationship between American Indians and the National government as recognized by the Supreme Court, did not originate in a statute, which the lower courts failed to comprehend. Prior to the enactment of the General Allotment Act or the Indian Tucker Act, Courts had long acknowledged the trust relationship between the Federal Government and American Indians. Furthermore, the Court held that where such a common law trust relationship is present, and where the government is given control over resources held in trust, a fiduciary duty automatically arises.*Id.*



LEGAL ARGUMENT-REASON FOR GRANTING THE PETITION  
 THE COURT SHOULD GRANT THE PETITION FOR WRIT TO  
 CLARIFY 1866 TREATIES AND CONFLICT INVOLVING  
 1866 TREATIES AND WHY AMERICAN CHEROKEE  
 FREEDMEN ARE IN MANY CASES DENIED BENEFITS  
 OF 1866 TREATIES, WHEN 1866 TREATIES STATE  
 PETITIONER JARVIS AND THOSE SIMILARLY  
 SITUATED WHOM ARE CHEROKEE FREEDMEN  
 ARE EXCLUDED, WHILE NATIVES RECEIVE  
 BENEFITS FROM 1866 TREATIES

This Petition presents issues of National importance,  
 that if left unanswered will perpetuate confusion among the lower  
 Courts, and will prevent Petitioner Jarvis, and millions of others  
 similarly situated from receiving benefits from the 1866 treaties  
 and resources, in which Petitioner Jarvis, has been denied over  
 (61) years. This Court should grant Certiorari, to clarify the  
 proper scope of the 1866 treaties and whom should benefit from  
 those treaties and those who are denied, and decide the conflict  
 involving 1866 treaties.

THE COURT OF CLAIMS & FEDERAL CIRCUIT  
 ERRED IN REJECTING TUCKER ACT  
 JURISDICTION AND HAS CONFLICTED  
 WITH SUPREME COURT PRECEDENT  
 INVOLVING PROVISIONS OF 1866  
 TREATIES

Petitioner Jarvis, commenced the underlying  
 action under The Tucker Act, via 1866 treaties, alleging that  
 the United States breached it's fiduciary obligations by failing  
 to distribute Indian trust funds, and other benefits Petitioner  
 Jarvis, is entitled to under 1866 and 1868 treaties as well as  
 the Indian Tucker Act, denying Petitioner his birthright and  
 excluding Petitioner Jarvis from 1866 Treaties which he is  
 entitled to, claiming Petitioner Jarvis, did not provide the  
 Court with enough provisions of 1866, which is inaccurate.

**PETITIONER JARVIS PROVIDED SEVERAL PROVISIONS OF THE TREATIES OF 1866 WHICH IS ESTABLISHED IN PETITIONER JARVIS'S COMPLAINT AND OPPOSITION TO RESPONDENT'S UNITED STATES MOTIONS TO DISMISS**

Petitioner Jarvis, presented his claims under both The Tucker Act 28 U.S.C. § 1491, and The 1866 and 1868 Treaties and as an American [C]herokee, by [b]lood and birthright, is entitled to all rights under the 1866 treaties.

The Treaties of 1866, state unequivocally, that American [C]herokee [F]reedmen, are entitled to all benefits under those treaties and access to resources, including, but not be limited to, land, Indian trust funds and restitution, to make Petitioner Jarvis whole, and in which the United States has failed to do, denying Petitioner Jarvis benefits he is entitled to.

Supreme Court Justice Shawna S. Baker, Cherokee Nation, wrote in her opinion, which is a provision of that treaty that, [C]herokee [F]reedmen rights are 'inherent', they extend to descendants of the [C]herokee [F]reedmen as a birthright, springing from their ancestors oppression and displacement, as a "people of color", recorded and memorialized in Article 9 of the "1866 Treaty", which establishes in this one provision that Petitioner Jarvis, is in fact, entitled to these benefits of 1866 Treaty.

Specifically, under federal law, the United States has an obligation, 'to distribute funds and benefits to Individual Indians under those treaties of 1866, such as Petitioner Jarvis, in a timely and proper manner'. Fletcher vs. United States, 730 F.3d 1206, 1209 (10th Cir. 2013) ("Fletcher II"). As trustee, the United States is obligated to pay Petitioner Jarvis trust funds.

Treaty with The Cherokee, 1866 U.S.-[C]herokee, Article 9 July 19, 1866, 14 stat. 799 [hereinafter 1866 Treaty]. The Treaty guarantees that extant descendants of [C]herokee [F]reedmen shall have "all the rights of [Native [C]herokees."

The land is the wealth, and Petitioner Jarvis, is an inheritor of American land, via birthright, lineage and 1866 treaties, to which Petitioner Jarvis, has been denied over (61) years. The 1866 Treaty guarantees that descendants of [C]herokee [F]reedmen, shall have "all the rights of [N]ative Cherokees, including resources and benefits.

Enslaved [B]lack [C]herokee, journeyed on the trail 'of tears'. The history of the [C]herokee [F]reedmen is an example of just how complex and layered issues of race and 'inequality', and marginalization are in the United States. In the 1830s, the United States government, forcibly, expelled the [B]lack [C]herokee, not so-called [N]ative Americans, from their homeland, which were Indian Territories, and ordered them to relocate to present day Oklahoma. An Exodus known as the "Trail of Tears". The journey was made by [B]lack [C]herokee. The enslavement of American [C]herokee and other Indian captives was practiced by the English in the Carolinas, who sold [A]merican [I]ndian captives into slavery during the Indian war period.

The 1830 Indian Removal Act, forcibly relocated [B]lack [C]herokee and Creeks, not [Native Americans], to West of the Mississippi River, to make room for white settlers.

The 1862 Homestead Act, followed suit, giving away millions of acres of land for free, of what had been Indian Territories, West of the Mississippi. Ultimately, 270 millions acres of land or 20% of the total land area of the United States, was converted to private hands, overwhelmingly, white, under the Homestead Act provisions, many of whom signed on the 5 dollar Indian Rolls who are in the Federally recognized 5 civilized tribes today which is false light and fraud by the United States government, allocating Indian funds and benefits to imposters who collect Petitioner Jarvis's benefits, in the billions, while Petitioner Jarvis is excluded from the benefits on his own land.

**THE LOWER COURTS ERRED IN CLAIMING THAT  
PETITIONER JARVIS LACKED JURISDICTION  
UNDER TUCKER ACT-WHEN PETITIONER'S  
CLAIMS WERE UNDER 1866TREATIES**

The United States acknowledges that this Court has jurisdiction to order an accounting, and cases which support that this Court has jurisdiction over Petitioner Jarvis's claims. E.g., Klamuth & Modoe Tribes & Yahooskin Band Of Snake Indians vs. United States, 174 Ct.Cl. 483, 490 (1966)("We agree with Plaintiff that the Court has the power to require an accounting in aid of it's jurisdiction to render money judgment on that claim").

' A Claimant invoking the Court's jurisdiction on the basis that the United States has breached it's trust responsibility, must identify a statute, treaty, or regulation that imposes a specific fiduciary duty on the United States. Petitioner Jarvis invoked jurisdiction of the Court Of Claims under 1866 Treaties and provisions thereof, thus the lower court erred and this Petition For Certiorari, should be granted for review by this High Court.

' The jurisdiction of The Court Of Federal Claims, is confined to the rendition of money judgments in suits brought for that relief against the United States'. Sherwood , 312 U.S. at 588.

The trust relationship between American Indians and the National government as recognized by The Supreme Court, did not **originate in a statute**, which the trial court failed to comprehend. Prior to the enactment of the General Allotment Act or The Indian Tucker Act, Courts had long acknowledged the trust relationship between the Federal government and American Indians. Furthermore, the Court held that where such a common law trust relationship is present, and where the government is given control over resources held in trust, a fiduciary duty automatically, arises. Id.

The Tucker Act expanded the jurisdiction of the U.S. Court Of Claims, established 1855, to hear monetary claims against the federal government, which Appellant Jarvis seeks here. As established by Congress in 1855, the purpose of the Court is to allow citizens to file claims for money against the Federal government.

"Courts have recognized fiduciary responsibilities running from The United States to Indians because of specific treaties, obligations, and a network of statutes that by their own terms impose specific duties to the government. In this case, Petitioner Jarvis's claims were brought under The Tucker Act, and framed in the language of a breached trust. As such, the case should be reversed and remanded to the Court of Claims for further proceedings.

The Court Of Federal Claims has jurisdiction to "render judgment upon any claim against The United States founded either upon the Constitution or any act of Congress'. The Tucker Act waives Sovereign Immunity for such claims against the Federal government. Petitioner Jarvis's claims against the United States are founded upon the constitution under The Tucker Act and 1866 Treaties.

Treaties of 1866, have been violated, and not enforced or upheld by the Federal courts, and thus treaties and provisions broken. Petitioner Jarvis, American Cherokee(Iroquois), is a victim of the governments complicit act(s) against him in excluding Petitioner Jarvis from Indian Trust and denying him of his birthright and resources.

As such, generally, money damages are available in a Tucker Act Claim, which Petitioner Jarvis seeks to be made whole for his injuries by the United States. United States vs. King, 395 U.S.1 (1969). Restitution as defined in complaint by Petitioner Jarvis, is relief of cultural deprivation of resources, as well as access to Indian Trust funds owed to Petitioner Jarvis, to repair the harm caused by historical injustice. The repair and restitution, are more particularly, defined as debt owed to repair the harm caused by The United States government and it's vestiges.

As established by Congress in 1855, the purpose of the Court is to allow citizens to file claims for money against the federal government.

The Tucker Act, both confers jurisdiction upon the Court Of Federal Claims and waives sovereign immunity with respect to actions for monetary relief filed against the United States. See United States vs. Mitchell, 463 U.S. 206, 212-18 (1983).

The repair element of litigation-based reparations or restitution from Indian Trust, broadly, equates to "restoring the recipients to their rightful position, including Indian trust funds. Petitioner Jarvis has been excluded from 61 years. This would mean economic damages for loss of intergenerational wealth, as well as other relief for psychological harm caused by the United States Defendant.

The U.S. owes restitution in this case, due to the harm caused Petitioner Jarvis and his ancestors, and the economic benefit upon the U.S. as a growing nation, which has caused irreparable harm to Petitioner Jarvis as a result of complicit acts committed by The United States in this case.

**HISTORICAL INJUSTICES are defined as:**

Wrongs that share four characteristics: a) they were committed or sanctioned at least a generation ago, b) they were committed or authorized by one or more collective agents, such as government to corporation, c) they harmed many individuals, and d) they involved violations of fundamental human rights often discrimination based on race, religion, or ethnicity.

**THIS CASE PRESENTS A CLEAR SPLIT IN AUTHORITIES & PROVISIONS OF 1866 TREATIES ON A CRITICALLY IMPORTANT QUESTION AS TO WHO 1866 TREATIES ARE FOR, WHICH WHEN READ FAIRLY STATES 1866 TREATIES ARE MEANT FOR "[N]EGROS AND [F]REEDMEN NOT [N]ATIVES**

This Petition presents this unresolved question clearly, and in the context where resolution of the question of why Petitioner Jarvis, who is [B]lood [C]herokee is denied benefits of 1866 treaties and others similarly situated, when [N]ative Americans receive billions in benefits, and are not American [C]herokee, but signed on five dollar Indian Rolls, which must be cleared up by this Court for clarification.

This case presents a clear split in authority and provisions of 1866 which the lower court and this case exemplifies the confusion regarding provisions of 1866 and who benefits and who are excluded and denied those benefits such as Petitioner Jarvis, who has been excluded for (61) years. The 1866 Treaties when read fairly, states unequivocally, that '[N]egros' and [F]reedmen are meant to receive 1866 benefits. This case offers this Court a vehicle to resolve pressing and persistent questions and apparent contradictions of the lower courts with respect to 1866 treaties and why Petitioner Jarvis as well as those similarly situated excluded from these benefits as [C]herokee Indians.

**THE COURT OF APPEALS MADE CLEAR EVEN WITHOUT A STATUTE ESTABLISHING A TRUST RELATIONSHIP BETWEEN THE U..S. GOVERNMENT & AMERICAN INDIANS GIVES RISE TO A DEFINITE FIDUCIARY DUTY**

Contrary, to the lower court's false assertions in it's opinion. The Court of Appeals, made it clear that, even without a statute establishing a trust, the relationship between the federal government and American Indians, gives rise to a definite fiduciary duty when the U.S. Government controls Indian monies or property".



**THE COURT OF APPEALS MADE CLEAR EVEN WITHOUT A STATUTE ESTABLISHING A TRUST THE RELATIONSHIP BETWEEN THE U.S. GOVERNMENT & AMERICAN INDIANS GIVES RISE TO A DEFINITE FIDUCIARY DUTY**

Contrary, to the trial court's assertions regarding a statute or provision in treaties, providing that is money mandating, as a source of law which is inaccurate. The Court Of Appeals made it clear that, even without a statute establishing a trust, the relationship between the federal government and American Indians, gives rise to a definite fiduciary duty when the U.S. Government controls Indian monies or property", which is still money mandating in terms of source of law, as Petitioner Jarvis, by birthright is owed Indian resources and access to Indian trust simply by virtue of his heritage as American Cherokee.Id.

The Court's held the government liable in money damages for breach of it's fiduciary duties to Indians or Indian tribes. In it's second decision, in the United States vs. Mitchell II, the Court held the government liable in money damages for breaches of fiduciary duties. The Court found that this created a trust relationship, thereby, imposing fiduciary duties, of the federal government.

Petitioner Jarvis, has alleged in Complaint that the United States, has failed to faithfully perform those duties, with respect to fiduciary duties by breaching it's trust responsibility to Petitioner Jarvis resulting in compensable damages. Petitioner Jarvis, has alleged a facially plausible claim for breach of trust sufficient for the Court to draw reasonable inferences that the United States is liable in money damages to Petitioner Jarvis an American Cherokee Indigenous to North America denied his birthright over 61 years and excluded from Indian trust funds he is entitled to.

The 1866 Treaties provide substantive sources and provisions of law for breach of trust and breach of fiduciary duty, contrary, to the Court of Claims false narrative. The Federal Circuit has noted that. ' when a statute or treaty in this case, establishes specific fiduciary obligations, 'it naturally follows that the Government should be liable in damages for the breach of it's fiduciary duties. It is well-established that a trustee is accountable in damages of trust'. Hopi Tribe, 782 F.3d at 668 (citing United States vs. Mitchell, 463 U.S. 206, 226 (1983) ("Mitchell II").

The United States materially, breached it's fiduciary duty and has deprived Petitioner Jarvis of resources, and of the benefit of his ancestors labor and profit.

**PETITIONER JARVIS HAS ESTABLISHED HIS MONEY-MANDATING CLAIMS UNDER THE TUCKER ACT, INDIAN TUCKER ACT & 1866 TREATIES & PROVISIONS**

Petitioner Jarvis, has identified the substantive sources of law, contrary to United States straw man arguments, and false narrative, establishing the United States specific 'money-mandating claims and fiduciary duties in this case by breaching it's trust responsibility and treaties, breaching that trust in failing to give an accounting and profiting off Petitioner Jarvis's ancestors labor and excluding Petitioner Jarvis from Indian trust funds and resources, denying birthright. Therefore, Petitioner Jarvis, demands restitution, and judgment against United States Defendant.

Contrary, to the Court Of Claims assertions regarding a statute or identifying a substantive source of law that is 'money-mandating'. The Court Of Appeals made it clear that, even without a statute establishing a trust, the relationship between the federal government and American Indians such as Petitioner Jarvis, gives rise to a definite fiduciary duty when the U.S. Government controls Indian monies or properties".

The 1866 and 1868 Treaties provide substantive sources and provisions of law for breach of trust and breach of fiduciary duty claims, contrary to the Court of Claims erroneous ruling which provides important grounds for relief in this case. The existence of a generalized trust duty between the United States and Indian People traces it's roots back to Chief Justice Marshall's opinion in Cherokee Nation vs. Georgia, 30 U.S., 1 (1831), which is that the relation of the Indian people to the United States "resembles that of a 'ward to his guardian'.

More recently, the Federal Circuit, explained that the 'money-mandating' requirement ', may be satisfied if the government retains discretion over the disbursement of funds..' which in this case, it does control disbursement of funds it has withheld from Appellant Jarvis over (61) years. Samish II 2011 WL 435994 at \*5.

In Indian trust claims, this substantive right is often found in statutes and treaties, from which it can be inferred that the Government has assumed fiduciary responsibilities in accordance with it's trust relationship with Indian people.

See Mitchell, 463 U.S. at 224-28.

A money-mandating source is 'reasonably amendable to the reading that it mandates a right of recovery in damages'.

White Mountain, 537 U.S. at 472-73. Petitioner, Jarvis, has alleged in complaint breaches of trust by the government with respect to it's management of trust funds, failing to allocate trust funds to Petitioner Jarvis who is American Cherokee, by 'blood'.

Treaties between the United States and Indian people are **Congressional Acts**, akin to statutes, 'as well as contracts subject to special rules of contract interpretation'. *Monomitnee Indian Tribe Of Wis. vs. Thompson*, 161 F.3d 449, 457 (7th Cir. 1998). Of course treaties are construed more liberally, than private agreements and to ascertain their meaning, we may look beyond the words to the history of the treaty and the practical construction adopted by the parties. *Choctaw Nation of Indians vs. United States*, 318 U.S. 423, 431-32 (1943)).

Because treaties were imposed upon Indian nations, and they had no choice but to consent. Such treaties "must be interpreted as Indians would have understood them, and any doubtful expression in them, should be resolved in the Indians favor". *Id.* at 631. (internal citations omitted).

The canon of construction regarding the resolution of ambiguities in favor of Indians.....does not permit reliance on ambiguities that do not exist nor does it permit disregard of the clearly expressed intent of Congress", contrary to the United States false narrative, the relationship between the United States and Indian people are indeed Congressional Acts. See *South Carolina vs. Cattaba Indian Tribe, Inc.*, 476 U.S. 498, 506 (1986)).

Under common law trust, are created when three elements are present, the trust corpus (also referred to as trust property), trustee and beneficiary (Petitioner Jarvis in this case). The trust corpus is to be held for the beneficiaries. The trustee, who holds the property in trust is under a fiduciary duty to act in the interest of the beneficiaries. Acting in the interest of the beneficiaries is the minimum standard of fiduciary duty to which a trustee must comply. Trustees generally, have a fiduciary obligation not to profit at the beneficiaries expense. The beneficiary can be a class of one or more persons to whom the trustees owes said duties. In this case, Judge Sweeney admitted that Petitioner Jarvis can be an individual Indian claiming breach of fiduciary duties after initially, implying in her order that Petitioner had to be part of a tribe which is inaccurate. The United States has an obligation to distribute funds and not to profit from Petitioner Jarvis, who is a beneficiary of Indian Trust funds and has been denied over 61 years.

"To recover for breach of contract, a party must establish and allege, 1) a valid contract between the parties, Petitioner Jarvis is American Cherokee by blood and the United States are trustee, 2) an obligation or duty arising out of the contract, as the United States controls Indian trust funds, 3) a breach of that duty, and 4) damages caused by that breach, which Petitioner Jarvis has established in this case, as the United States has failed to distribute funds to Petitioner Jarvis in which he is owed as American Cherokee, and in which the 1866 treaties state Petitioner Jarvis, is entitled to housing reparations, Indian funds, and access to resources and land. San Carlos Irrigation & Drainage Dist. vs. United States, 877 F.2d 957, 959 (Fed.Cir. 1989), see also Hercules Inc. vs. United States, 24 F.3d 188, 197 (Fed.Cir. 1994)).

The United States, contrary to the trial Court's erroneous assertions, has breached it's trust responsibility as well as breached it's fiduciary duties in robbing Appellant Jarvis, of his birthright and indigenous heritage in American, excluding Petitioner Jarvis from Indian trust funds and by changing his status illegally from American Cherokee (Iroquois), to the misnomer with no legal rights "African-American" which is defamation and false light to deny Petitioner Jarvis resources he is entitled to as American Cherokee.

The United States also breached it's fiduciary duties to Petitioner Jarvis by unjustly enriching itself at the expense of Petitioner Jarvis and concealing the records to benefit and profit from Petitioner Jarvis' ancestors slave Indian labor, which has left Petitioner Jarvis destitute without resources on his own land.

The 1868, 1866 Treaties provide substantive sources and provisions of law for breach of trust and breach of fiduciary duty claims, contrary, to Judge Sweeney's erroneous assertions in the opinion/order. The existence of a generalized trust duty between the United States and Indian people traces it's roots back to Chief Justice Marshall's opinion in Cherokee Nation vs. Georgia, 30 U.S., 1 (1831). Justice Marshall, remarked that the relation of the Indian people to the United States "resembles that of a ward to his guardian".

The Federal Circuit has noted that "when a statute or treaty in this case, establishes specific fiduciary obligations ' it naturally follows that the government should be liable in damages for the breach of it's fiduciary duties. It is well established that a trustee is accountable in damages of trust'. Hopi Tribe, 782 F.3d at 668 (citing United States vs. Mitchell, 463 U.S. 206, 226 (1983)("Mitchell II").

## INDIAN HISTORY & INDIAN SLAVERY IN AMERICA

"It is beyond doubt the Cherokee were the owners and occupants of the territory where they resided, specifically, Black Cherokee on the Southeast Coast, before the first approach of [European Settlers] to The Western Continent'. Holden vs. Joy 84 U.S. 211, 243 (1872), and they claimed the principle part of the territory.....comprised within the United States of North Carolina, South Carolina, Georgia, Alabama and Tennessee". Heckman vs. United States, 224 U.S. 413, 429 (1912)). These were all Black Indians and Cherokee.

The 1830 Indian Removal Act, Trail Of Tears was part of a series of forced relocations of approximately, 100,000 Black Indians, Black Cherokees and Creek, between 1830 and 1850, by the United States government, known as 'Indian Removal'. This affected Black Indians in the South, not Native Americans. The Black Cherokee, were forcibly removed from their ancestral homeland of the SOUTHEASTERN UNITED STATES, where Native Americans never resided, moving Black Cherokee to areas West of the Mississippi River, that had been designated 'Indian territory'. The forced relocations were carried out by government Authorities after the passage of the "INDIAN REMOVAL ACT OF 1830, which affected Appellant Jarvis and his ancestors.

Between 1492 and 1880, between 2 and 5.5 million Black American Indians were enslaved in the Americas, long before a so-called Transatlantic slave trade occurred. The Domestic Slave Trade is what occurred in North America, Native Americans are Foreigners from Siberia, where the U.S. government has transferred control of trust assets over to the communities fraudulently, and permitting non-descendants who are not American Indians to receive profits from casinos, infrastructure, and other ventures on the lands in question which is criminal.

Black American Indians were actually, shipped as slaves to Barbados, Bermuda, Jamaica, the Azores, Spain and Tangier in North Africa. The records from The American Colonization Society which the trial Court ignored establishes this was the case, an African slave trade does not appear to have ever occurred on the shores of North America.

The American Colonization Society, transported approximately, 12,000 Black Indians to Liberia, over the course of it's existence from 1816 to the 1920s. The Maryland Colonization Society, was also instrumental in shipping Black American Indians from Baltimore Ports to settle Liberia.

The American Colonization Society ("ASC"), originally, known as the Society For The Colonization Of Free People Of Color Of American (American Indians), was found in 1816 by Robert Finley, to support and encourage the migration of Free Black Americans to the Continent of Africa.

Enslaved Black Indians journeyed on the 'Trail Of Tears', In the 1830s, the United States government forcibly expelled the Black Cherokee, who are original Indians, from their Homeland in the Southeast, and ordered them to relocate to present day Oklahoma, an exodus known as the Trail Of Tears'. The Journey was made by Black Cherokee, not Native Americans who are from Siberia from DNA evidence. Native Americans have never lived on the SouthEast United States, and have no knowledge of the Cash crops in America, corn, tobacco, indigo, cotton, etc., so why are these fraudulent 5 civilized tribes being allocated funds which is fraud and false light.



**INDIAN HISTORY-INDIAN WARS, INDIAN SLAVERY & PRISONERS OF WAR**

Most so called Black Americans in North American remain prisoners of war, after several Indian wars with the British. Prior to 1700, the vast majority of Indian slaves in New England, were war captives, who were Black Indians and non-combative refugees who found themselves sold among the English Settlers in the wake of the Pequot war of 1637, King Phillip's war of 1675-76, and the wars with the Black Eastern Indians that followed into the 1680s and 1690s.

Native American slavery and involuntary servitude persisted after 1700, albeit in different forms, such as sharecropping. Some would-be owners purchased Indians imported from outside the region in order to evade laws against enslaving local Indians. Most notably however, the practice of judicial enslavement, the sentencing of American Indians to long periods of involuntary service to settle debts as well as civil and criminal penalties, which increased dramatically among Black Indians. American Indians constituted the vast majority of those enslaved by Europeans in the Americas prior to 1700, not African slavery which has been exaggerated by Historians as so called Black Africans were not in the America's en masse until after the Civil Rights Act of 1968.

Recent scholarship points to the prevalence of Indian slaves and slave-trading throughout North America. In colonial regions as diverse as Louisiana, Canada, New Mexico, and South Carolina, captive Indians represented anywhere from a substantial portion to the sole source of slave labor in the 1700s, exploited by European colonist throughout the early eighteenth century, as the slave trade was domestic and involved Indian slaves who were Black , not so called 'African slaves'.

The tens of millions of so-called Black Americans, or rather Indians, who supposedly disappeared after 1492, did not all die in the Holocaust, inflicted within America by English colonists. Hundreds of thousands were shipped to Europe and Africa as "Indian slaves". The entire slave trade story was fabricated and given in reverse. A mass colony of so-called Black Africans were never shipped from Africa to America, which the American Colonization Society demonstrates, as Indians were shipped to Europe and Africa to settle Liberia and other nations from Baltimore and Mississippi ports which history has fabricated, with respect to American history, which is why Appellant Jarvis is owed a large debt for the brutality of his ancestors, and excluded from Indian trust funds which have been allocated to imposters which the U.S. government is complicit in this fraud and false light.

The truth is, which this Court should be aware of, Black American Indians were shipped from America, to Spain and then shipped to Spain to Africa as commodity for African resources. These 'Black Indians', now mistaken as 'African-Americans' a misnomer, as the status of Black Indians has changed several times to deny birthright, from 'colored', 'Negro', 'black', which is deemed dead in law and property without rights and of course the misnomer with no legal meaning 'African-American', which is defamation and slander by the U.S. government. This part of American History is what Historians fail to mention and fabricate, to deny birthright. Native Americans never fought in wars with the English, nor fought in Revolutionary War, these were 'Black Indians', which this Court is well aware, as such Appellant Jarvis as American Cherokee, has been denied access to his birthright and Indian funds and resources over 61 years and must be made whole.

Every European Nation, that colonized North America, utilized Indian slaves for construction, plantations and mining on the North American continent, as well as the outpost in the Caribbean and in the metropolis of Europe. All Historians note that nowhere is there more authentic documentation than in South Carolina, also known as the original English Colony of Carolina, established in 1670. It is estimated that between 1650 and 1730 at least 50,000 Indians were exported by the English alone to their Caribbean outpost. Black Indians found themselves caught in between colonial strategies for power and economic control.

The result is 'that today there is a population of people of American Indian heritage and identified (particularly in the Northeast) by society at large who are so-called 'Black' sharing similar circumstances with the Freedmen of the Cherokee and other Five Civilized Tribes as documented on the Dawls Roll Cards by the United States Dawes Roll Administration. The United States Government as well as Federal Courts were said to be extremely fearful that more American Indians (also known as "Colored-Negro", 'Black' or blank meaning, no race, mentioned on their Birth Certificates); will discover their true history and 'Bloodline' as Petitioner Jarvis has and heritage and that the U.S. government would be forced to grant them reparations Indian funds and land which Petitioner Jarvis is owed and entitled to as a 'Blood Indian', and landlord by birthright.

The Historical record of trading enslaved 'Indigenous Negroes' is found in disparate and scattered sources, including legislative notes, trade transactions, enslaver journals, government correspondence and especially Church records, making it difficult to account for the entire History of Indian slavery. Every European Nation that colonized North America forced enslaved Indian Negroes to perform task such as construction, plantations and mining on the North American continent.

In Southern coastal regions, entire Indian tribes were more often exterminated through enslavement, compared to disease and war. In a law passed in 1704, enslaved Indigenous Negroes, were conscripted to fight in wars for the colony, long before the American Revolution. After the Pequot war in which 300 Pequots were massacred, those who remained were sold into enslavement and sent to Europe and Africa.

Major Ports used for enslavement of Negro Indians included, Baltimore, Boston, Salem, Mobile, New Orleans, and Mississippi. From those ports Black Indians were shipped to Barbados, by the English, Martinique, and Guadalupe by the French and the Antilles by the Dutch. Enslaved Black Indians were also sent to the Bahamas, as the "breaking grounds" where they might have been transported back to New York or Antigua.

In most cases, such as Virginia and Carolinas, even when Negroes were designated as 'Indigenous' on birth or death Certificates or other public records, their records were 'changed to read "Colored" or "Mulatto"', Census takers determined a persons race by their 'looks', often recorded 'Negro' Indians as simply 'Black' and not 'Indigenous American' which they were.

Most of the early slaves were 'American Black Indians', mostly, 'Algonquian speakers of coastal Virginia and North Carolina. English Settlers routinely, kidnapped Native (Black) American women and children in the coastal plains of North Carolina and Virginia. Thus, American Indian slave trade involved a number of colonies, including, Virginia, Carolina, Pennsylvania, Massachusetts, Jamaica, Barbados, St. Kitts and Neviis.

Despite the legal ambiguity, a flourishing trade in Indians existed in the Chesapeake by the 1640s, as the people whom the Courts now label as "Indian Slaves", were brought and sold throughout Virginia and Maryland. See Owen Stanwood, *Captives & Slaves. Indian Labor Cultural Conversion & Plantation Revolution In Virginia*, 114 Va. Mag. Hist. & Biography, 434, 443-44 (2006). *Judicial cases Concerning American Slavery & The Negro*, 76, 77 (Helen Tunnickliff Cartevall ed. Negro Univs. Press 1968)(1926 I Judicial Cases).

The White Settlers arrived in America in 1619. However, it was not in Virginia as Historians have fabricated, it was in Plymouth, Massachusetts. The colony in Massachusetts was established long before The Virginia Company or colony. The "Afrikans that settled were caucasian, not so-called 'Black', which Historians omit, and came into America from Nova Scotia, from the North. In the context of early America, where despite present-day conceptions that all slaves were "African" which is false, as there are no records that establish this was the case, just speculation and conjecture. However, Indian slavery was ubiquitous in America. Indian slaves could be found in all thirteen mainland British colonies in 1772, as well as in the French and Spanish colonies of North America.

In Virginia alone, thousands of descendants of enslaved Indians slaves toiled on plantations. See sources: Almon Wheeler Lauber, *Indian Slavery In Colonial Times Within The Present Limits Of The United States* 48-117 (AMS Press 1969) (1913) *The Enslavement of Indians By French, Spanish & British*). Alan Gaillard Introduction: *Indian Slavery In Historical Context- Indian Slavery In Early America-Indian Slavery In Colonial America*, 1, 26 (Alan Gallay ed., 2009). See C.S. Everett " 'They Shall Be Slaves For Their Lives', Indian Slavery In Colonial Virginia (Chronicling The Numbers Of Enslaved Indians In Virginia & Observing That "rather than being merely incidental Indian Slavery was ubiquitous & probably a central component of Virginia's storied past"). In *Indian Slavery In Colonial America*, supra note 7, at 67.

By making Indians legally 'White' or 'Black' in most instances, the Courts erased a 'complex triracial past, and created instead a society legally divided into the stark categories of 'free whites', and enslaved 'Black Indians'. This erasure has present-day legal consequences for federal tribal recognition struggles over tribal membership and interpretation of the Equal Protection Clause. See James F. Brooks *Captives & Cousins; Slavery Kinship, & Community In The Southwest Border Lands* (2002). Carl J. Ekberg, *Stealing Indian Women ; Native Slavery In The Illinois Country* (2007); Alan Gallay, *The Indian 'Slave Trade'; The Rise Of The English Empire In The American South 1670-1717* (2002); Brett Rushforth, *Savage Bonds, Indian Slavery & Alliance In New France* (2003).

The Black/White divide that emerged during the revolutionary period was neither National nor organic, rather it represented a conscious repudiation of an earlier triracial era by a judiciary, anxious to reinforce.

Before the Revolutionary War, as Territories where the Black Cherokees resided, were being colonized and settled by Europeans. England claimed sovereignty over this territory, but recognized the rights of the Indigenous 'Negroe' to possession of the land on which they lived and to self-government. English settlers were forced to rely on Black Indians for food and basic survival.

Indians regardless of status as nominally free servants or slaves, were brought and sold throughout the Chesapeake for the value of their labor, by 1648, Courts in Maryland were making reference to "Indian slaves", something that is hidden in the Court's today and by many Historians.

Indian slavery was an incredibly profitable endeavor that supported America's economy in it's infancy. In the 1760s residents of Northern states, including, New York, New Jersey, Pennsylvania, Delaware and Maryland owned and housed as many as 41,000 Black Indians. Rhode Island had a virtual monopoly on the "importation" of Indian slaves, and controlled more than two-thirds of the American colonies from the South. Even contemporary official histories of the war all point to the same thing, Black Indians were enslaved en masse, and either distributed locally, or sent overseas to a variety of destinations 'Fisher writes in the study'.

**PETITIONER JARVIS 'S CLAIMS ARE MONEY-MANDATING FOR DAMAGES SUSTAINED  
AS A RESULT OF THE BREACH OF TRUST DUTIES**

A statute is money-mandating if " it can be fairly interpreted as mandating compensation for damages sustained as a result of the breach of the duties it imposes".Id. (alteration in original).

More recently, the Federal Circuit, explained that the 'money-mandating' requirement "may be satisfied if the government retains discretion over the disbursements of funds..' Samish II 2011 WL 435994, at \*5.

In Indian trust claims, this substantive right is often found in statutes and regulations from which it can be inferred that the government has assumed fiduciary responsibilities in accordance with it's trust relationship with Indian People. See Mitchell , 463 U.S. at 224-28.

A money-mandating source is "reasonably amendable to the reading that it mandates a right of recovery in damages". White Mountain , 537 U.S. at 472-73. Plaintiff alleges breaches of trust by the government with respect to it's management of trust funds, failing to carry out trust duties to Appellant Jarvis over 61 years as American Cherokee.

Treaties between the United States and Indian People are Congressional Acts, akin to Statutes " as well as contracts subject to special rules of contract interpretation". Monomitnee Indian Tribe Of Wis. vs. Thompson, 161 F.3d 449, 457 (7th Cir. 1998). Of course treaties are construed more liberally, than private agreements and to ascertain their meaning, we may look beyond the words to the history of the treaty and the practical construction adopted by the parties. Choctaw Nation.



Choctaw Nation of Indians vs. United States, 318 U.S. 423, 431-32 (1943).

Because treaties were imposed upon Indian Nations, and they had no choice but to consent. Such treaties "must be interpreted as Indians would have understood them, and any doubtful expression in them, should be resolved in the Indians favor". *Id.* at 631 (internal citations omitted).

The canon of construction regarding the resolution of ambiguities in favor of Indians....does not permit reliance on ambiguities that do not exist nor does it permit disregard of the clearly expressed intent of Congress". *South Carolina vs. Cattaba Indian Tribe, Inc.*, 476 U.S. 498, 506 (1986).

The Indian Tucker Act "confers a like waiver for Indian tribal claims that otherwise would be cognizable in the Court Of Federal Claims were not an Indian tribe". *United States vs. White Mountain Apache Tribe* 537 U.S. 465, 472 (2003). (citing 28 U.S.C. 1505).

The Federal Circuit has noted, that "when a statute establishes specific fiduciary obligations, 'it naturally follows that the government should be liable in damages for the breach of it's fiduciary duties.'

It is well established that a trustee is accountable in damages for breach of trust'. *Hopi Tribe*, 782 F.3d at 668 (citing *United States vs. Mitchell*, 463 U.S. 206, 226 (1983) ("Mitchell II").

Defendant United States, have failed to account for and return to Petitioner Jarvis his birthright as an heir to the United States as an Indigenous American, or the profits and benefits derived from his ancestors forced labor, stolen land and resources which was ignored by the trial court, and concealed the nature and the scope of their participation in the institution of Indian slave labor.

Not only did the Constitution codify an abominable and immoral institution, it generated a huge transfer of wealth from enslaved Indians to White holders, which continue today at a transfer of 125 trillion while Black Indians have no real collective wealth at 3 trillion, mostly pension funds. With each generation, White slave holders could increase their wealth, given the many opportunities available to them, while enslaved Indians had little reason for hope.

The Constitution guaranteed two distinct trajectories for white and Indian households, with the results evident today, while accumulated wealth would remain untaxed, with constitutional prohibitions on 'direct taxes', on wealth, whether real or personal. Since it's inception, the federal government has promoted wealth creation policies that target white households assuring them unmatched opportunities and power, when compared to Black Indians. These policies contributed to the creation and perpetuation of White Supremacy, both past and present. Although, the policies themselves have evolved over time, they persist today, to ensure the system of economic stratification continues into the future, benefiting White society, at the expense of American Black Indians.

## THE RACIAL WEALTH GAP-FAILURE OF INTEGRATION & RACIAL DISPARITIES

Today, racial disparities continue to be staggering, in terms of the 'Black-White wealth gap, (Black meaning American Native Indians). The net worth of a typical white family is nearly ten times greater than that of Black American Indians, with Whites owning and controlling 125 trillion, while so called Blacks have no wealth at 3 trillion with most of that 2.5 trillion in pension funds.

The Black-White wealth gap reflects a society that has not and does not afford equality of opportunity to Black Indians, thus, integration has failed in terms of economics as American Indigenous continue to be excluded in all aspects of society, specifically, economically, while so called Native Americans, (Siberians), are allocated Indian funds however, are Foreigners, in which the government in complicity in this fraud, while Petitioner Jarvis has been excluded from Indian resources which is criminal, the effects of de facto slavery and quasi-servitude, which has traumatized Petitioner Jarvis 61 years.

Efforts by Black American Indians to build wealth, can be traced back throughout American history. But these efforts have been impeded in a host of ways beginning with 246 years of Chattel slavery, and followed by Congressional mismanagement of the Freedmen's savings bank. The opinion and order by Judge Sweeney, takes Petitioner Jarvis back to reconstruction and Jim Crow which is extremely troubling. The Petitioner has been subjugated to a Holocaust on his own land while the trial court engages in semantics and deception, however this does not happen to other groups when demanding restitution which must be addressed.

**CONCLUSION**

The Petition For A Writ Of Certiorari, should be granted, as there is a conflict regarding 1866 treaties, and the Petition presents important questions with sweeping implications with respect to 1866 Indian treaties and its affect on the public at large.

Treaties between the United States and Indian People are Congressional Acts, akin to statutes , as well as contracts subject to **special rules of contract interpretation**". Monomiettee Indian Tribe Of Wis. vs. Thompson, 161 F.3d 449, 457 (7th Cir.1998). Of course treaties are construed more liberally, than private agreements and to ascertain their meaning, we may look beyond the words to the history of the treaty and the practical construction adopted by the parties. Choctaw Nation Of Indians vs. United States, 318 U.S. 423, 431-32 (1943).

Because treaties were imposed upon Indian People, and they had no choice but to consent. Such treaties "must be interpreted as Indian People would have understood them, and any doubtful expression in them, should be resolved in the Indians favor".Id. at 631.(internal citations omitted)).

Respectfully submitted,

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Derek N. Jarvis, Petitioner, Pro se