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No. 22-5948

FILED

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OFFICE OF THE CLERK
SUPREME COURT, U.S.

IN THE

SUPREME COURT OF THE UNITED STATES

BRETT W. CORMIER - Petitioner

VS.

STATE OF FLORIDA - Respondents

ON REHEARING

OF PETITION FOR WRIT OF CERTIORARI TO

FOURTH DISTRICT COURT OF APPEAL

RECEIVED

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SUPREME COURT, U.S.

BRETT W. CORMIER
OKEECHOBEE CORR. INSTITUTION
3420 NE 168TH STREET
OKEECHOBEE, FLORIDA 34972

No. 22-5948IN THE UNITED STATES SUPREME COURT

BRETT W. CORMIER V. STATE OF FLORIDA

Petitioner

Respondents

CERTIFICATE OF COMPLIANCE

I, BRETT W. CORMIER, pro se, do hereby certify that this Petition For Rehearing of Denial of Petition for Writ of Certiorari is restricted to intervening circumstances of a substantial or controlling effect or to other substantial grounds not previously presented, and in good faith not for delay.

Brett Cormier

BRETT W. CORMIER

3420 NE 168 ST.

OKEECHOBEE, FL 34972

ON REHEARING

ARGUMENT

Petitioner, Brett W. Cormier ("Cormier") is well aware that Petitions for Writ of Certiorari to this Court are rarely granted in cases where the error consists of a erroneous factual finding(s) or the misapplication of a properly stated rule of law.

However, here, the issue goes much deeper than mere factual findings or any "misapplication" of law. It amounts to the State (of Florida), by and through its prosecutors, rewriting Florida Law (in violation of the Separation of Powers Doctrine) on a case-by-case basis, in order to alter, abrogate and derogate the Federal Constitutional Contract Rights of its residents, specifically here Mr. Cormier. See, *Murray v. Charleston*, 96 U.S. 432, 24 L.Ed. 760 (1877), *Id.* at 444; See also, *Appleby v. Delaney*, 271 U.S. 403, 409 (1926) (where authority exercised by public officials is such as to make their action equivalent to a statute of the State, the action, if in conflict with private contract rights, is void under the Federal Constitution as impairing the Obligation of the Contract).

Specifically, in the instant case, the State of Florida played favorites regarding the private contract debt obligations (\$4 million in matching breached debt obligations by famous baseball athletes) when it entered into the civil arena — an arena it is forbidden to enter under Article I, §10, Clause 4 of the

United States Constitution — and decided who was going to win and who was going to lose, without allowing the case to be heard in Civil Court; Doing so, by simply charging Mr. Cormier with "Theft", with zero allegation(s) of the required element of "fraud". The State and the Contracting Partners (Teufel, Hardner & Johnson) conspired to, and engaged in illegal torts in violation of the very terms and conditions of the business contracts — allowing the State Prosecutor to act as a "debt collector" on behalf of these contracting partners.

In other words, all of these Contracting partners were in default of their contractual obligations and the SBA Agreement (Appendixes H, I, J & K to Original Petition). Yet, before the case could go to civil court, they conspired together to petition the State prosecutor to transfer the risks they took back to Mr. Cormier, illegally, in a criminal court — using a Theft statute to make Cormier the scapegoat, rather than the cause and effect of the U.S. led Subprime mortgage housing and financial crisis that destroyed these conservative investments.

It must be especially noted that these federal and state contract rights were asserted by Cormier in federal bankruptcy Court, which after extensive investigation, found no fraud or disingenuousness in the contractual agreements and discharged the bankruptcy without so much as a raised eyebrow.

This preemptive marshalling of the prosecutor to act as an arbitrator in a civil dispute is not a novel one. The scheme is as old as the Country itself - if not older.

In John Marshall's 'Chronicles of the Constitution' (Chapter IV, pgs. 12-16) he addresses the issue head on: Under the no impairment of private contracts and debt obligations by government, Marshall, Story and Washington, JJ's cite again and again in their concurring opinions in *Dartmouth College vs. Woodward* (citing *Fletcher v. Peck*) that there is an additional limitation - namely that the legislature of a State shall pass no act impairing the obligation of contracts.

In short, as in *Fletcher v. Peck*, what was originally a moral obligation is regarded as having been lifted by the Constitution into the full status of a legal one, and this time without any assistance from "the general principles of our free institutions".

How is the decision and history - as well as tradition - in this decision of this High Court in the case of *Dartmouth vs. Woodward*, to be assessed today? The obligation of contracts clause, as evidence shows, was to protect private executory contracts, and especially contracts of debt. In actual practice, on the other hand, the decision produced considerable benefits. In the words of contemporary critics, it protected contracts from "Legislative despotism and party violence".

For the United States the problem of making Legislative power living and tolerable is a problem made more acute by the multiplicity of legislative bodies and was partly solved by the establishment of Judicial review. But this was only a first step; Legislative powers still have to be defined and confined.

J. Marshall's audacity in invoking generally recognized moral principles against legislative bodies sovereignty in his interpretation of the "obligation of contracts" pointed the way to the American judiciary for the discharge of their task of defining legislative power.

The final result is to be seen today in this Court's concept of the police power of a State as a power not arbitrary but reasonable Legislation and use of in relation to contracts.

Justice Marshall was performing this service on behalf of representative government. He was also aiding the cause of nationalism by accustoming certain types of property to look upon the national government as their national champion against the power of the State.

It should also be recalled that *Gibbons vs. Ogden* and *Brown vs. Maryland* had advanced the principle of exclusiveness of Congress's power over foreign and interstate commerce and contracts.

Lastly, Marshall himself did not regard the Constitution as a compact between

the States, if a compact at all. He regarded it as a social "compact" among individuals, a contract in itself.

In placing the obligation of contracts under the protection of the Constitution, its framers looked to the essentials of the Contract more than to the forms and modes of proceeding by which it was to be carried out into execution: Annuling State legislation which impaired the obligation; it was left to the States to prescribe and shape the remedy to enforce it. The obligation of a contract consists in its binding force on the party who makes it.

If any subsequent law affect to diminish the duty, or to impair the right, it necessarily bears on the obligation of the contract, in favor of one party, to the injury of the other; hence any law which, in its operation, amounts to a denial or obstruction, or the rights accruing by a contract, though professing to act only on the remedy, is directly obnoxious of the Constitution. See, *McCrackin v. Hayward*, 2 Howard 608 (1844).

The no impairment of private contracts and debt obligations by government was derived in this text to prevent national injustices exactly like what occurred in this case.

The James Madison Debates of our Constitutional Congress further define the enshrinement of this Clause into the Constitution.

This case is of great national importance as it only solidifies the injustice our founders warned us about in the Convention. It involves a manifest injustice to all Americans that lost their homes, businesses, life savings and most importantly wages from the fruits of all our labours, due to the structural flaws that were caused by the fiat paper money system and previous political administrative bad banking and risky business practices that created an unsustainable rising values that collapsed - drawing millions of Americans into this economic trap. Warnings that our founding fathers documented centuries ago.

It is time that the devastations caused by the State of Florida against United States Citizens was exposed and placed before this high court for scrutiny.

This is all I ask.

The Petition for Writ of Certiorari should issue, counsel should be appointed to brief the issue to the court and justice should ultimately prevail.

Brett W. Cormier
BRETT W. CORMIER

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Petition for Renewing was provided to the Office of the State's Attorney General, DL-01, The Capitol, Tallahassee, FL 32399, by placing it into the hands of prison officials for mailing via U.S. postal service prepaid mail on this 22nd day of December 2022

Brett W. Cormier

BRETT W. CORMIER

3420 NE 168TH ST.

Okeechobee, FL 34972