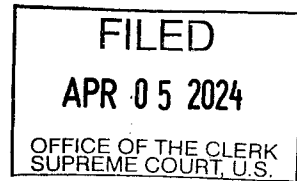


No. 24-6350



IN THE  
SUPREME COURT OF THE UNITED STATES

CHARLES ANDREW WENNER  
— PETITIONER  
(Your Name)

vs.  
— RESPONDENT(S)  
Gehrid Hensley, & co Quinn Kaiser, Haynen Johnson ON

PETITION FOR A WRIT OF CERTIORARI TO

MONROE CTY COURT JUDGE SALZMAN  
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Charles Andrew Wenner  
(Your Name)  
702 Sth Washington

(Address)

BLOOMINGTON

(City, State, Zip Code)

Indiana 47401

(Phone Number)

8123204821

+ See attached  
Odyssey messages  
Sherry react  
Judgment orders

Zoom

@ TRAC (21 / MAR. 2)

PLAINTIFF Mar 30 2023

QUESTION(S) PRESENTED

Every ALLEGED 'S' WERE ALLOWED.

(A) THIS WAS A LIE. VERIFIABLE, SEE LEASE <sup>NOT SIGNED</sup> SIGNED

(B) TO PLAN ILLICITLY MADE LEASE INVALID - <sup>PLS Refer</sup>  
5 WERE FROM OUTSET IN DIRECT BREACH  
of CLEARLY STATED ZONING REPS ENFORCED  
strictly in Bloomington. (SEE 2008 case)

(C) I WAS ONLY ADVISED OF  
THE CONDITION OF THE BMT IN July 23rd.  
IT SIMPLY MADE HENSLEY & CO REALISE 5 OCCUPANTS  
WERE NOT GOING TO WORK @ 72. [5 WERE ALSO NOT  
ALLOWED]

(D) MY FIXING UP WITH PRO HELP FROM AN KENNY  
MADE NO DIFFERENCE.  
IT WAS READY & CLEAN ANY, IS WITH LEASE REPEATED.  
BUT TENANTS DID NOT VIEW!

# LIST OF PARTIES

[ ] All parties appear in the caption of the case on the cover page.

✓ yes.

[ ] All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

Sheet # 1

## RELATED CASES

Case # 53608-0708-04/01052  
in 2008

AN IDENTICAL CASE WAS BROUGHT  
AGAINST ME BY BLOOMINGTON HAND REF  
4 TENANTS I HAD "ALLOWED" & AGREED TO HOUSE  
@ 702. <sup>illegally</sup> ~~PERHAPS~~ ADDED A 5th member. They had not  
asked my permission. They claimed I had "allowed"  
this breach and I WAS MADE to pay an 8000 \$  
FINE for breach of ZONING laws. MY ATTORNEY THEN ~~IGNORED LEASE~~ <sup>see clause #30</sup>  
THESE TENANTS WERE ALSO FOUND TO BE DOING DRUGS  
THIS FINE WAS A MONSTROUS AMOUNT. IF IT HAD BEEN  
KNOWN I WAS TOLD \$14000 WOULD BE PAYABLE!!  
NO WAY WOULD I HAVE RISKED THAT!

## LIST OF PARTIES

- [ ] All parties appear in the caption of the case on the cover page. ✓ *he*
- [ ] All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

CHARLES A WENNER VS Gehrid Hensley, & co Quinn Kaiser, Haynen Johnson

## RELATED CASES

Case Number: 53C08-2202-SC-000214

Leslie Kutsenkow

*WE WERE LEFT IN THE LUNCH  
AS A RESULT OF THE HENNINGSON BY HENNINGSON & CO  
SO THIS LAST MINUTE REMOVAL WAS AGREED  
FOR ONE ROOM IS L KUTSENKOW AT 50%  
REDUCTION FROM WHAT AIRING guests had paid  
A MONTHLY RENT. \$600 IN LATE OF 1200 PM  
STIPULATED 12 MONTHS MINIMUM AS A CONDITION  
KUTSENKOW ONLY STAYED 2 MONTHS &  
BROKE THE AGREEMENT.*

② 53C08-0708-OV-01052<sub>2</sub>

*(See sheet # 1  
for full acct.)*

*in 2008. IDENTICAL CASE FILED AGAINST  
ME BY BLOOMBERG HAN, I HAD NOT ALLOWED \$.  
8000 \$ FINE WAS LEVIED. \$14000 Threatened it repeat*

"The central question and issue warranting transfer of this case to the supreme court is the issue of DIRECT MISINFORMATION (lies\*) upon which the plaintiffs rest THEIR CASE. **THIS HAS MISLED THE COURT & led to a miscarriage of justice** " In PARTICULAR

QUESTIONS PRESENTED  
A) under the law at 702 it was made crystal clear (by law) and in the contract only 3 leaseholders & MAX ONE guest are allowed NOT 5 (lease \*cf clause 30\*) NOTHING ANYONE can say changes CENTRAL this. ISSUES COULD NOT authorise & did NOT KNOW of 5 occupants as falsely alleged by the QUESTION, ISSUE, OR PRECEDENT WARRANTING TRANSFER

plaintiff until JULY 28 th.21

The plaintiffs have lied outright and misinformed the court about this central issue. They were in BREACH of contract from the outset by deliberately & without my knowledge planning to accommodate 5 occupants. They were very clearly MADE aware of the zoning law all along both verbally and in the lease. They only openly admitted in court 03.30.23 they had planned to be 5 PRETENDING I KNEW ALL ALONG. I had ONLY met GH prior to the hearing (on the phone). That there were suddenly going to be 5 was first given to me as the reason that they must RENEG. I advised they wd lose their deposit immediately. on July 28 th.21 BY GH. To spell it out GH announced only on July 28 when I promised to resolve the issues in the bsmt by Aug 15 " he had taken the difficult decision to add a member to the group, making it 5 occupants (1 too many) and now the house was too small for them" so they would be looking elsewhere.

B) the state of the bsmt area July 23.21? Noone realised th north side of the BSMT was needed THERE ARE FOUR BEDROOMS UPSTAIRS

is agreed it WAS indeed in a bad state on July 23. Kidd

had locked it off and ignored it because he hadn't realised it was to be used for ILLEGALLY

accommodating A 5 th member. HOWEVER IT WAS DEALT WITH July 28 < Aug 15 > after he left

July 16 as soon as I was informed. He had not realised as now seems clear vthat it was to be

used to

accommodate the 5th person in GH's group tho this was never requested or stated by GH or

known

about by myself (D) as Rescuing alleged at the bsmt hearing as it 03.30.23 was found on July 23 by GH, was de nitely achievable by AUG 15 the

C\*) contrary to

allegation once made the plaintiffs we will show how the place overall was

verifi ABLY radically not in July better 28. WE PROVED BY SHAPE MY in Jly IMMEDIATELY 21 than it employing had been Sam, Rozier

when Taylor, Barton, etc

viewed. from AMERICAN RENTAL and paying them 800\$. 18 days. The entire house has been painted in 2 weeks. Fixing the bsmt was

NO insurmountable tasks. Things done. The plaintiffs didn't show up Aug 15 to view

fi in Sam & Taylor

less. Both were waiting at 702 (my instruction) ready for THE inspection Aug 15 WHEN THE LEASE WAS SUPPOSED TO BEGIN. EVERY issue highlighted on 03.30.23 was verifiably dealt

with. Yet the Plaintiff chose not to show up as he told me the "house was now too small". In truth

by their own formal admission on 03.30.23 under OATH in court, there were from the start 5 members in the group. THIS WAS NOT JUSTIFIABLE RENEGING.

HAD they shown up Aug 15 and found the place unsatisfactory @ that time - it might have been justifiable.

Just NOT showing up, was NOT legit.

(Aug 15, 21) By themselves own admission HE DECIDED FINAL THAT AS HE WAS NOT GOING TO WORK & CLAVE THAT AS

please use  
appendix as most  
useful to you

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## TABLE OF AUTHORITIES CITED

CASES

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STATUTES AND RULES

OTHER

IN THE  
SUPREME COURT OF THE UNITED STATES  
  
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

**OPINIONS BELOW**

☐ For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix A to the petition and is

4 Dec 23  
☐ yes reported at \_\_\_\_\_;  
or, ☐ has been designated for publication but is not yet reported;  
or, ☐ is unpublished.

The opinion of the United States district court appears at Appendix \_\_\_\_\_ to the petition and is

n/a  
☐ reported at \_\_\_\_\_; or,  
☐ has been designated for publication but is not yet reported; or,  
☐ is unpublished.

☐ For cases from **state courts**:

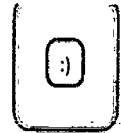
The opinion of the highest state court to review the merits appears at Appendix A to the petition and is

4 Dec 23  
☐ reported at \_\_\_\_\_; or,  
☐ has been designated for publication but is not yet reported; or,  
☐ is unpublished.

The opinion of the Indiana Court of Appeals court appears at Appendix \_\_\_\_\_ to the petition and is

4 Dec 23  
☐ reported at \_\_\_\_\_; or,  
☐ has been designated for publication but is not yet reported; or,  
☐ is unpublished.





☐ For cases from **state courts**:

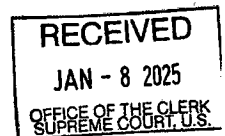
The date on which the highest state court decided my case was \_\_\_\_\_  
A copy of that decision appears at Appendix \_\_\_\_\_.

27 March 24

☐ A timely petition for rehearing was thereafter denied on the following date:  
April 3 2024, and a copy of the order denying rehearing  
appears at Appendix \_\_\_\_\_.

☐ An extension of time to file the petition for a writ of certiorari was granted  
to and including \_\_\_\_\_ (date) on \_\_\_\_\_ (date) in  
Application No. A \_\_\_\_\_.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).



dec 16 24

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

\* BREACH OF "ZONING REGS" PLANNED  
FROM OUTSET & NOT  
SHARED WITH ME

HAND will confirm

4 STRICT ZONING REGS APPLICABLE @ 702 PM Washington  
BR IN 47401

MAX 3 LEASEHOLDERS

1 GUEST

TOTAL 4 MAX.

NOT MORE

THIS INFO WAS SHARED & MADE VERY EXPLICIT  
VERY EXPLICIT LEASE WAS SIGNED BY 3 LEASEHOLDERS & NOTARISED  
1 GUEST IS ALLOWED.

@ THE HEARING Mch 30 2023 MONROE CITY COURT  
(JUDGE GALLIN) 5 OCCUPANTS APPEARED - I HAD NOT MET ANY OF THEM  
THIS CRITICAL BREACH WAS BLAMED ON ME  
SAYING I HAD "ALLOWED IT" WHEN IN FACT  
I HAD NOT (& COULD NOT.)  
ON THE CONTRARY I HAD STRICTLY FORBIDDEN  
more than the law allows = 4 in total.

The lease makes it abundantly clear only

23023. breach of zoning regs INVALIDATES THE LEASE.

IT  
CAME  
WAS  
FROM THE OUTSET THIS COURT HAD PLANNED  
to be 5 placing one person in the Court.  
WITHOUT TELLING ME. ONLY July 27 did  
this a.k. admitted as a reason to renege.

## STATEMENT OF THE CASE

Indiana COURT OF APPEALS CASE~23A SC 00973

WENNER VS HENSLEY

March 22. 24

Petition to transfer to supreme court

PAGE 1

QUESTION, ISSUE, OR PRECEDENT WARRANTING TRANSFER \*rule 57g

"The central question and issue warranting transfer of this case to the supreme court is the issue of DIRECT MISINFORMATION (lies\*) upon which the plaintiffs rest THEIR CASE

THIS HAS MISLED THE COURT & led to a miscarriage of justice "

T L

## REASONS FOR GRANTING THE PETITION

INDY SUPREME COURT REFUSED TO CONSIDER THE CASE AS  
THEY CLAIMED IT WAS OUT OF TIME  
JUSTICE WAS NOT SERVED

1

**THREE** TENANTS SIGNED THE LEASE WITNESSED BY NOTARY PUBLIC  
As allowed 2

IT MATERIALISED IN JULY 2021 2.5 weeks before move in date aug 15  
**THAT THE GROUP HAD GROWN TO 5. ONE MORE THAN ALLOWED**

3

HENSLEY ANNOUNCED while i was working in Italy IN JULY 27 2021  
"THE GROUP HAD GROWN TO 5 members **AND NOW THE HOUSE WAS  
TOO SMALL FOR THEM. SO they WOULD BE LOOKING ELSEWHERE**"

I told him renegging on his contract would mean LOSING his deposit. The  
house was ready to receive the MAX 4 allowed. But not more.

4

He NOTIFIED me THE BSMT NTH SIDE WAS IN SERIOUS NEED OF  
ATTENTION AND JUSTIN KID (hsemgr) HAD IGNORED IT thinking no one would  
use it. (THE SOUTH SIDE BSMT SAUNA & BATHROOM LAUNDRY AREA WERE  
all OK)

NTH SIDE HAD BROKEN DRYWALL AND MOULD AND NEEDED **CLEANING. I  
promised it would be taken care by Aug 15 and immediately organised that**

5

IT BECAME CLEAR HENSLEY FROM THE START HAD LIED SAYING HE HAD  
MAX 4 but in fact all along **ILLEGITIMATELY** HAD 5 MEMBERS IN HIS GROUP & had all  
ALONG **PLANNED TO PUT THE FIFTH PERSON DOWN IN THE NORTH SIDE  
OF THE BSMT. WHEN HE SAW JULY 23.21 it wasn't ready that plan seemed  
unlikely to work. The lease states it is invalidated if the zoning regs are  
broken**

6

Justin kid did many things to improve the house in his 6 mths as paid mgr but  
hadn't bothered with the **condition of the house** 2.5 weeks before move in from

Hensley i engaged professionals from AMERICAN RENTAL TO REPAIR  
THE DRY WALL AND TREAT THE MOULD AND CLEAN READY FOR AUG  
15, THIS THEY DID TO A HIGH STANDARD & THEY SHOWED ME IT  
**WAS IN FACT READY ON AUG 15 though at NO TIME WERE THE  
TENANTS TOLD IT WAS OK TO BE 5 OCCUPANTS AT 702. On the  
contrary the lease THE THREE LEASEHOLDERS SIGNED EXPLICITLY  
FORBIDS IT. TENANTS DID NOT SHOW UP TO VIEW AUG 15**

7. HENSLEY IN COURT 2023 two years later MARCH 30 Then LIED OUTRIGHT IN HIS  
DEPOSITION TO STULEGAL HIS ATTORNEYS AND THE JUDGE GALVIN PRESIDING  
inaccurately alleging i had authorised 5 occupants at outset and had known about them all along.

8. The lease states explicitly in clause 30 that the lease is MADE NULL & VOID IF THE SIGNATORY  
IGNORES THE ZONING REGULATIONS OR DEFIES THEM BY EXCEEDING THE LIMITS. Three  
unrelated adult leaseholders only are allowed and ONE GUEST in addition is tolerated by HAND

The plaintiffs ENTIRE case rests on the fact the nth side bsmt wasnt ready on july23 fr a 5 th person: they had planned it fr HABITATION by a 5 th on aug15.21 THERE are 4 perfectly good bedrooms upstairs . Only 4 are legal 5 ARE NOT!! The nth side bsmt was NEVER intended to be used as 5 th bedroom. AT THE HEARING HENSLEY DEFTLY OMITTED telling the court thst he had ONLY INFORMED ME OF 5 SCHEDULED occupants TWO FR WEEKS AUG BEFORE MOVE IN 10.

15.21, THEN SAYING his group had grown & WAS "HIS REASON FOR RENEGGING ON HIS LEASE, as 702 sth Washington was now TOO SMALL.

10. The obvious **conclusion** is to affirm the deposit monies *are legally retained by owner here* & ALL legal costs & ALL other contrived amounts relating to alt accommodation big enough to accomodate 5 AT THE LAST MINUTE ARE STRUCK OUT. Appropriate financial Compensation is demanded for the MASSIVE AMOUNT OF TIME WASTED IN DEALING WITH THIS UTTERLY CONTRIVED CASE. THE PLAINTIFF S COSTS FR legal representation equal MY OWN TIME WASTED ON THIS

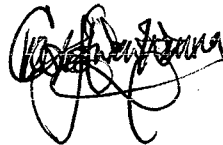
### CONCLUSION

The petition for a writ of certiorari should be granted.

10i advised him renegging wd cost him his deposit

Respectfully submitted,

CHARLES ANDREW WENNER



Date: 31 AUGUST 2024