Take to Court - Michigan Court Rules to court. Copy of Motion for default judgment. Writ in the nature of Mandamus. Motion to remove property from public tax roll.

**I, Andrew Stuart Ouwenga, here in the Grievant, am here by special appearance. I am the prosecuting witness and am one of the ‘People’, a ‘Man’, having a ‘Natural Person’ within Michigan and in my Superior Court of Record under Common Law. Within this Article 3 Common Law Court of Record, I am a Private Attorney General and Prosecutor, ‘in law’ as the Grievant’s Lawyer.** MCR 6.003 (1)(2)(3)(4)

1.] The first issue to settle is the present DEFAULT of the Reynolds Township Board Members. All un-rebutted Affidavits have been filed and record as evidence which establish the fact that the Township taxes on private property are not supported by any law or contract, which is necessary to validate its claims.

2.] In the absence of any ‘Affidavits’ to validate the unsigned ‘bills’ from Reynolds Township, there is an ‘Order for Default’ judgment against the Township, regarding agreements to Affidavits that I sent them requesting their authority to tax private property.

**MCL 600.410 Plan of concurrent jurisdiction; delegation; prohibition.** A plan of concurrent jurisdiction adopted under this chapter shall not include a delegation of any of the following: - (a) A power of appointment to a public office delegated by constitution or statute to the Circuit court or a circuit judge.

(c) A power to appointment to a public office delegated by law to the district court or a district judge, unless that power of appointment is delegated to a court or judge other than the circuit court or a circuit judge.

**MCL 600.413 Concurrent jurisdiction plans; design; objection to plan.** (1) Concurrent jurisdiction plans shall be designed to benefit the citizens **utilizing the courts involved** rather than the courts themselves or any judge or judges.

[BLD 4th.] DELEGATION, - “A sending away; a putting into commission; the assignment of a debt to another; the intrusting another with a general power to act for the good of those who depute him; a body of delegates.”

DELEGATE, - “A person who is delegated or commissioned to act in the stead of another.”

As a Circuit Court Judge you do have jurisdiction to lawfully adjudicate this matter to the benefit of the Grievant, which is in agreement with 28USC Sec. 636 (c)(2) which states in pertinent part, that the court is to advise the parties that they are free to withhold consent **without adverse substantive consequences.**

**This Circuit Court and you have not been delegated jurisdictional authority to act judicial except that it is to the benefit of the citizens utilizing the court.**

In this ‘Common Law Court of Record’, I am requesting the Man, Ronald J. Schafer as Magistrate to settle the issue regarding the agreement I have with the Reynolds Township Board Members.

- - In regards to the concurrent jurisdiction at hand I have an ORDER FOR DEFAULT JUDGMENT for you to sign.

3.] I the absence of the Judge’s signature on the ORDER FOR DEFAULT JUDGMENT this matter will be taken before a Jury of my peers. MCR 2.508 JURY TRIAL OF RIGHT and the 7th. Amendment. I have reserved my right to demand a Trial by Jury. **MCR 6.001 (E)** The Directives of the Constitution supersede Michigan Court Rules.

4.] These ‘bills’ come without a ‘Signature’ to validate them, as such, do not conform to a **‘Bill of Exchange’,** a requirement which would make them “Negotiable Instruments”, as such these are fraudulent receipts [MCL 750. 278] in an attempt to extort money from me.

**MCR 2.114 (C) Signature**. (2) Failure to Sign. “If a document is not signed, it shall be stricken unless it is signed promptly after the omission is called to the attention of the party.” - - I brought this to their attention. **UCC 3-401**, (a) A person is not liable on an instrument unless (i) the person signed the instrument.

**UCC Section 3-104, ‘Official Comment’** – “. . . Thus, the term “negotiable instrument” is limited to a **signed** writing that orders or promises payment of money.

[BLD 4th.] **‘BILL OF EXCHANGE’**, “An unconditional order in writing addressed by one person to another, **signed by the person giving it**, requiring the person to whom it is addressed to pay on demand or at a fixed or determinable future time as sum certain in money to order or to bearer.”

**MCR 2.114 Signatures of Attorneys and Parties; Verification; Effect; Sanctions.**  (A) Applicability. This rule applies to all pleadings, motions, affidavits, and other papers provided for by these rules. (C) Signature. – (2) Failure to Sign, If a document is not signed, it shall be stricken unless it is signed promptly after the omission is called to the attention of the party.

5.] This present matter is in regards to unsigned tax bills that I am in receipt of. [sample] At the bottom there is a coupon to detach and used to pay against. Coupons that are used on a bill indicate that there is a CONTRACT that supports them. I am not a where of any Contract that I have with Reynolds Township that which would validate the ‘bills’.

[BLD 6th.] **COUPONS**, “Interest and dividend certificates; also those parts of a commercial instrument which are to be cut, and which are evidence of something connected with the **contract** mentioned in the instrument.”

There is a **‘MORT CODE’** on the COUPON which applies to a dead person, a legal entity, so it’s not something that I would use. Because it’s codified, this whole instrument comes under suspension.

6.] The ‘Statements of Account’ Invoice No. 01925795 ‘Nisi Showcause Statement’, Invoice No. 01925054 ‘Notice of Default’ and Invoice No.: 01925788 ‘Notice of Default, Opportunity to Cure’ and Invoice No. 01925702 ‘Cost of Damages caused by Fraudulent Receipts’, have all gone without response or rebut, [“ESTOPPEL BY SILENCE”]; establishing the Boards agreement with Invoice No. 01925795. [See Exhibits] that taxes on the assigns to private patented property are unlawful.

**THE MAXIMS OF COMMERCE:**

1. Truth is expressed by means of an affidavit.

2. And unrebutted affidavit stands as the truth in Commerce.

3. An unrebutted affidavit becomes the judgment in Commerce.

**\* In that there isn’t an affidavit of facts showing a meritorious defense, and/or the Respondents are not in court, a default order must be ordered. - MCR 2.603 (A)(1)**

The Default Order can be found in my file or I have one with me you can sign.

5.] The CORPORATE Township has failed to “state a claim in which relief can be granted”.

6.] **MCL 211.1 Property subject to taxation.** Sec. 1, “that all property, real and personal, within the jurisdiction of this state; not expressly exempted, shall be subject to taxation.”

**MCL 211.135, Recording of conveyances; tax certificate; excepted conveyances; register of deeds; violation; penalty.** (6) This Section **does not apply** to any of the following:

(f) To any **patent** executed by the president of the United States or the governor of this state.

**The assigns to PATENTED property which has been removed from PUBLIC DOMAIN are not within the jurisdiction of this State.**

- **‘Land patent’** is defined [BLD] as, *“a muniment of title issued by a government or state for the conveyance of some portion of the* ***public domain****.”*

- **‘Letters patent’** is defined [BLD] as *“open letters as distinguished from letters close. An instrument proceeding from the government, and conveying a right, authority, or grant to an individual, as a patent for* ***a tract of land****, or for the* ***exclusive right to*** *make and sell a new invention.”*

The **GRANT OF PRE-EMPTION RIGHTS** in the United States: [BLD 4th.] - “A privilege accorded by the government to the actual settler upon a certain limited portion of the public domain, to purchase such tract at a fixed price to the exclusion of all other applicants”

7.] **MCL 750.275,** a ‘warranty deed’ is considered an **‘absolute warranty deed’** as noted in the following quote: **Section 275** - - “Use of words **"warranty deed"** or similar words--Any person who shall print, sell or keep for sale any blank forms of deeds containing the words "warranty deed", or "warranty-deed-covenant-own-acts", or any similar words printed or written thereon, unless such deed is in fact an **absolute** warranty deed, and any person who shall knowingly use any such deed for the purpose of conveying title unless the same is an absolute warranty deed, shall be guilty of a misdemeanor.”

[BLD 4th.] - “**Absolute** property is where a man hath solely and exclusively the right and also the occupation of movable chattels; distinguished from a qualified property, as that of a bailee.” - “In the law of insurance that is an **absolute** interest in property which is so completely vested in the individual that there could be **no danger of his being deprived of it** without his own consent.”

**COURT CASE:** - “A patent is absolute title to land, an exclusive title, or at least a title which excludes all others not compatible with it. A Perfect Title to land cannot exist at the same time in different persons or in different governments, a land patent excludes all others and governments. (BLD 4th) - - See *Bovey-Shute Lumber Co. v. Erickson, 41 N.D. 465, 170, N.W. 628, 630.*

\* **MCR 2.107 (3)** regarding serving the attorney notice on behalf of a person. In an Article 3 Court the attorney has no standing. Documents were served to members of the Board in their Sui Juris status. - - [Only States and Citizens can be a party]

\* **Sui Juris**, “Of his own right; possessing full social and civil rights; not under an legal disability, or the power of another, or guardianship. – Having capacity to manage one’s own affairs; not under legal disability to act for one’s self.”

As noted on the initial filings, it is the CORPORATE - RONALD J. SCHAFER- P56466 that has set this COURT within an inferior CORPORATE realm to day.

I demand an Article 3 Magistrate, if you will not accommodate this venue you will have to assign someone else **and recues** yourself, I paid for and want an Article 3 Common Law Court of Record.

[BLD 6th.] **RECUSAL**, “The process by which a judge is disqualified on objection of either party (or disqualifies himself or herself) from hearing a lawsuit because of self interest, bias or prejudice.”

In an effort to establish and set my Article 3 Court as I’ve requested, I want the court record to show and take notice of the following.

According to the agreement I have with the Clerk, based upon accepting $175.00 dollars for filing this case, and $20.00 dollars for the hearing, - - **this is an Article 3, ‘Superior Common Law Court of Record** as noted on my Court documents.

An ‘Attorney at Law’ cannot represent anyone in an Article 3 Court, according to **MCR 6.005** one has the right to **assistance of a lawyer**, who is ‘in law’, not an Attorney ‘at law’ who acts as a substitute, who cannot testify.

I have a right to question and face my accuser(s).

This is consistent with MCL 450.681 which states that, “It shall be unlawful for any corporation or voluntary association to practice or appear as an attorney-at-law for any person other than itself in any court in this state or before any judicial body, or to make it a business to practice as an attorney-at-law, for any person other than itself, in any of said courts or to hold itself out to the public as being entitled to practice law,”

[BLD 4TH.] **ATTORNEY**, “In the most general sense this term **denotes an agent or substitute**, or one who is appointed and authorized to act in the place or stead of another.”

**MCR 6.001 (E) Rules and Statutes Superseded.**  “The rules in this chapter supersede all prior court rules in this chapter and **any** statutory procedure pertaining to and inconsistent with a procedure provided by a rule in this chapter.”

**MCR 6.005 (A)(1)** [Advise the defendant] of entitlement to a lawyer’s **assistance** at all subsequent court proceedings.

An Attorney acts as a Representative of the ‘JOHN DOE’ CORPORATION only, not the man/woman, as such the Attorney as representative would be subject to damages directed upon the DEFENDANT and no one else.

[BLD 4th.] **LAWYER**, “A person learned **‘in the law’**; as an attorney, counsel, or solicitor; a person licensed to practice law.” - “Any person who, for fee or reward, prosecutes **or defends causes in ‘courts of record’** or **other judicial tribunals** **of** the United States, **or of any of the states**, or whose business it is to give legal advice in relation to any cause or matter whatever.”

[BLD 4th.] **PRACTICE,** “The form or mode or proceeding in courts of justice [Not courts of record] for the enforcement of rights or the redress of wrongs, **as distinguished from the substantive law** which gives the right or denounces the wrong.” - - “. . . to proceedings in equity as well as **at law**, . . .”

**Courts of Justice are at law,** are not engaged **in substantive law.**

**MCL 450.681 Practice of law by corporations.**

As an ‘Attorney in fact’ with ‘Statements of Account’ with ‘facts’ supported by law is also called a lawyer.

- MCR 6.003 (2) “Defendant’s lawyer” includes a self-represented defendant proceeding without a lawyer.” - - - This by necessity would include “Plaintiff’s lawyer” proceeding without a lawyer.

**Rule 6.003 definitions,** (1) “Party” includes the lawyer representing the party. (2) “Defendant’s lawyer” includes a self-represented defendant proceeding without a lawyer. (3) “Prosecutor” includes **any** lawyer prosecuting the case. **- A Grievant [Plaintiff] self-represented is a lawyer prosecuting his case.**

As such - - All rise ! - - My Court is now in session, please be seated.

The business before this Court should be brief, for the Judge/Magistrate only has to confirm that agreements have been settled by DEFAULT; - ‘tacit’ agreement under Common Law.

I have the ORDER FOR DEFAULT JUDGMENT for signing.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MCR 6.001 (E) “. . . As with the other Michigan court rules, constitutional requirements apply independently of these rules and, in the event of any conflict, prevail over the requirements of these rules.”**

The Directives of the Constitution supersede Michigan Court Rules.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

My documents give notice to my Superior Common Law Court of Record, under Article 3, which precedes this inferior CORPORATE Court by 18 years, for the Territory of Michigan was incorporated back in **1805, the 30th. of June.**

As noted in the United States **Constitution of 1787** under Article 3, it only acknowledges ‘Citizens and States’ as being parties in the Court, to the exclusion of CORPORATIONS.

If the Attorney is in Court, challenge his presence by knowing his bond number and seeing his Oath of Office, and the disclosure to the Public that he is a British Agent practicing “Admiralty Law” of the sea on Dry Land which is called “Dry-dock law.

**BAR - British Accredited Registry**

Ask the Judge, as an “Contract Administrator” and the Attorney to show their Bond.

If you are going to act in the CORPORATE capacity I want to see your bond. Under Article 3 the honor goes to the man who walked through the door as the Magistrate where judgment goes to the Jury.