

# Writ of Mandamus

Case No: CR-14-586267-A

14-1815

October 15<sup>th</sup>, 2014

Jasaun Robert Lawrence Mattice El©, Authorized Representative, Natural Person, In Propria Persona:

Ex Relatione JASAUN R MATTICE: All Rights Reserved:

U.C.C. 1-207/ 1-308; U.C.C. 1-103

Not a Corporate Person or Entity, Misrepresented by Fraudulent Construct of ALL CAPITAL LETTERS

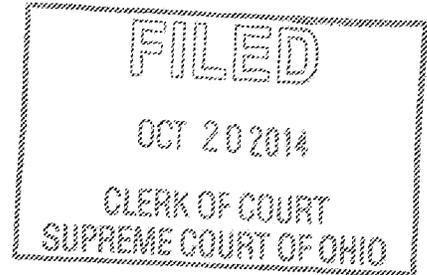
C/O 21483 Northlane, Oakwood village, Ohio

[Zip Exempt]

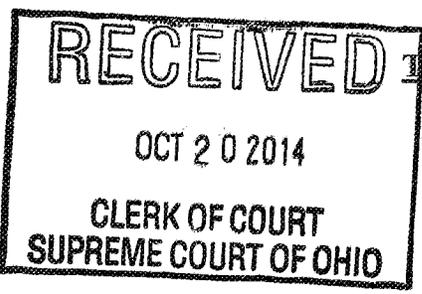
Non-Domestic

v.

STATE OF OHIO, ENS LEGIS  
CUYAHOGA COUNTY COURT OF COMMON PLEAS  
1200 Ontario Street, Cleveland, Ohio 44113  
Administrative Judge John J Russo



COMES NOW, Jasaun Robert Lawrence Mattice El, Natural Person, In Propria Persona Sui Juris (not to be confused with, nor substituted by, Pro Se by unauthorized hand of another). I am Aboriginal Indigenous Washitaw Moorish-American; possessing Free-hold by Inheritance and Primogeniture Status; standing squarely Affirmed, aligned and bound to the Zodiac Constitution, with all due respect and honors given to the Constitution for the United States Republic, North America. Being a descendant of Moroccans and born in America, with the blood of the Ancient Moabites from the Land of Moab, who received permission from the Pharaohs of Egypt to settle and inhabit North-West Africa / North Gate. The Moors are the founders and are the true possessors of the present Moroccan Empire; with our Canaanite, Hittite and Amorite brethren, who sojourned from the land of Canaan, seeking new homes. Our dominion and inhabitation extended from Northeast and Southwest Africa, across the Great Atlantis, even unto the present North, South and Central America and the Adjoining Islands-bound squarely affirmed to THE TREATY OF PEACE AND FRIENDSHIP OF SEVENTEEN HUNDRED AND EIGHTY-SEVEN (1787) A.D. superseded by THE TREATY OF PEACE AND FRIENDSHIP OF EIGHTEEN HUNDRED and THIRTY-SIX (1836) A.D. between Morocco and the United States (<http://www.yale.edu/lawweb/avalon/diplomacy/barbary/bar1866t.htm> or at Bevines Law Book of Treaties) the same as displayed under Treaty Law, Obligation, Authority as expressed in Article VI of the Constitution for the United States of America (Republic):



THE TREATY OF PEACE AND FRIENDSHIP OF 1836 A.D.  
Between Morocco and the United States

**Between Morocco and the United States**

**Article 20**

“If any of the Citizens of the United States, or any Persons under their Protection, shall have any disputes with each other, the Consul shall decide between the Parties, and whenever the Consul shall require any Aid or Assistance from our Government, to enforce his decisions, it shall be immediately granted to him.”

**Article 21**

“If any Citizen of the United States should kill or wound a Moor, or, on the contrary, if a Moor shall kill or wound a Citizen of the United States, the Law of the Country shall take place, and equal Justice shall be rendered, the Consul assisting at the Trial; and if any Delinquent shall make his escape, the Consul shall not be answerable for him in any manner whatever.”

Petitions this court to issue a Writ of Mandamus to order John J Russo to enforce the Default Judgment filed on 8/21/2014 as the Writ of Discovery submitted was not honored. In support of this petition I state for the record:

1. An invitation dated July 10<sup>th</sup>, 2014 was received from Andrea F Rocco Clerk of Court in regards to a claim made by STATE OF OHIO, CUYAHOGA COUNTY COURT OF COMMON PLEAS ENS LEGIS.
2. On July 17<sup>th</sup>, 2014, a Writ in the Nature of Discovery was sent certified mail, return receipt to Andrea F Rocco Cuyahoga County Clerk of Court requesting certified and verified official copies of Bill of particulars and related documents prior to July 22<sup>nd</sup> to make a physical inspection and verify and Witness the same. This was a Lawful Demand and Request, under the rule of Discovery. It was further stated to provide the information within ten (10) days of receipt of this Notice of Discovery.
3. On July 14<sup>th</sup>, 2014, Andrea F Rocco Cuyahoga County Clerk of Court received the Writ in the Nature of Discovery.
4. On August 9<sup>th</sup>, 2009 I spoke with the Magistrate to clear up this matter. I advised Joan C Synenberg that a Writ in the Nature of Discovery was submitted to Andrea F Rocco Cuyahoga County Clerk of Court with a copy to the Cuyahoga County Prosecutors office at which time Joan C Synenberg advised me that “in common pleas court a Writ in the nature of discovery request do not have to be honored.”
5. I stated for the record a contract has to be disclosed as this is the premise for this claim and without it there can be no claims – All Law is Contract.
6. On August 9<sup>th</sup>, thirty days (30) after the Writ in the Nature of Discovery was sent certified return receipt mail to Andrea F Rocco Cuyahoga County Clerk . The Notice of Default Judgment was submitted along with a Writ of Demand for validation of Oath of Office and Delagation of Authority Order as the request made was not honored.
7. A reply dated August 28<sup>th</sup> was received from Andrea F Rocco, Clerk of Court stating the following: “Per your filing of 8/20/14, enclosed please find a copy of the Oath of Office of Judge Synenberg. I will not file it and place it on the docket as you demand. You can file whatever documents you want to file on your case.
8. Additionally, Cuyahoga County Court of Common Pleas General Division judges are not required to post PUBLIC HAZARD BONDS.

## Affidavit in Support of Writ of Mandamus

### FACTS

An official (officer of the court, policeman, etc.) must demonstrate that he/she is individually bonded in order to use a summary process, especially to remove a commercial lien with a summary process.

All officials are required by federal, state, and municipal law to provide the name, address and telephone number of their public hazard and malpractice bonding company and the policy number of the bond and, if required, a copy of the policy describing the bonding coverage of their specific job performance. Failure to provide this information constitutes corporate and limited liability insurance fraud (15 USC) and is *prima facie* evidence and grounds to impose a lien upon the official personally to secure their public oath and service of office.

All Law is contract therefore in order for any claim to be made the contract must be produced. For the state to imply that the Writ in the Nature of Discovery does not have to be honored is a violation of my Constitutionally Secured Rights to Due Process of Law.

*The 5<sup>th</sup> Amendment required that all persons within the United States must be given due process of the law and equal protection of the law.*

In so refusing to honor the Writ in the Nature of Discovery and denial of the Notice of Default Judgment. John J Russo has violated his oath of office to uphold the United States Constitution.

*"The Constitution for the United States of America binds all judicial officers at Article 6, wherein it does say, "This Constitution and the Laws of the United States which shall be made in pursuance thereof, and all Treaties made, or which shall be made under the authority of the United States, shall be the Supreme Law of the Land, and the Judges of every State shall be bound thereby, anything in the Constitution or laws of any state to the Contrary, notwithstanding," see Clause 2."*

As the Cuyahoga County Court of Common Pleas is administrative John J Russo does not have jurisdiction to listen to, hear arguments, presentation, or rational.

*"The parties to the Compact of the United States Constitution further agreed that the enumeration in the Constitution of certain Rights shall not be construed to deny or disparage others retained by the People (Article 9 of the Bill of Rights to the Constitution for the United States)."*

*"When acting to enforce a statute and its subsequent amendments to the present date, the judge of the municipal court is acting as an administrative officer and not in a judicial capacity; courts in administering or enforcing statutes do not act judicially, but merely ministerially". Thompson v. Smith 154 SE 583.*

*Courts in administrative issues are prohibited from even listening to or hearing arguments, presentation, or rational." ASIS v. US, 568 F2d 284.*

*Ministerial officers are incompetent to receive grants of judicial power from the legislature, their acts in attempting to exercise such powers are necessarily nullities."*  
*Burns v. Supp. Ct., SF, 140 Cal. 1.*

As a Magistrate and officer of the court, refusal to honor the Writ in the Nature of Discover and Notice of Default Judgment is a violation of his oath of office.

As a Magistrate who should be well versed in law, John J Russo knowingly committed fraud as she knowingly has been administering in a capacity which she does not have jurisdiction, delegation of authority, or judicial powers delegated from the legislature.

NOTARY Joanne Mattice  
STATE OF Ohio  
COUNTY OF Cuyahoga

JOANNE MATTICE  
NOTARY PUBLIC • STATE OF OHIO  
Recorded in Cuyahoga County  
My commission expires Nov. 29, 2016.

**Nature of Relief Sought**

This action seeks the Court to issue a Writ of Mandamus compelling John J Russo, to honor the Default Judgment. And lift the Warrant issued on 7/22/2014 which also violates (15 USC)

As the Writ in the Nature of Discovery was not Honored, the Notice of Default Judgment must be honored and all claims, petitions, suits, filings with any third party corporations regarding my credit history be dismissed and expunged.

Respectfully submitted this the 15<sup>th</sup> day of October, 2014 = 1429 M.C.

I am: Jasaun Robert Lawrence Mattice EI  
Jasaun Robert Lawrence Mattice EI,  
Authorized Representative  
Natural Person, In Propria Persona:  
Ex Relatione JASAUN R MATTICE  
All Rights Reserved: U.C.C. 1-207/ 1-308;  
U.C.C. 1-103  
C/O 21483 Northlane, Oakwood village,  
Ohio  
[Zip Exempt]  
Non-Domestic

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My commission expires Nov. 29, 2016

Joanne Mattice