

BEZALEL GROSSBERGER,
Plaintiff-Appellant

FAST OIL LLC,
TEVA ENVIRONMENTAL
CONSULTANTS LLC, ROBERT
CORMACK ESQ. ,
Defendants-Respondents

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
Civil Action

DOCKET A-2843-23 T4

On Appeal From:

ESX-L-1349-22
OCN-L-2333-22

Sat Below the Honorable:

Marlene Ford, A.J.S.C.
Francis R. Hodgson, A.J.S.C.
Lisa M. Adubato, J.S.C.

APPELLATE BRIEFS

By:
BEZALEL GROSSBERGER
APPELLANT
915 BENNETTS MILLS RD. #1369
JACKSON, NJ 08527
(732) 606-3034
915bennetts@gmail.com

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PRELIMINARY STATEMENT

Plaintiff Appellant has filed numerous complaints/motions against the Defendant/Respondents; essentially alleging that their activity at the Court and in Recording deeds in the County Record is wholly fraudulent. Further, any Order obtained throughout their entire litigation history is not judicially noticed and should be reversed and dismissed because the Court below lacked jurisdiction.

Defendant/Respondents oppose; essentially arguing that, Plaintiff/Appellant is without standing to raise any issues, and moved for sanctions.

The Superior Court has adopted a policy to deny Plaintiff/Appellant any form of due process; and, after a decade of rejections and dismissals (**6T 6-21**); has threatened plaintiff with arrest and incarceration for his alleged abuse of process.

The matter within, focuses primarily on the overall litigation between the parties; whereas, Plaintiff/Appellant avers that the underlying dockets filed by Counsel against the plaintiff within, is so incurably deficient in the most favorable light; that it failed to confer jurisdiction upon the court.

In opposition, Defendant/Respondents persuaded the court to penalize Plaintiff/Appellant for raising issues that have allegedly been disposed of; without responding to any of the copious allegations of fraud, falsity, or lack of authority.

Appellant respectfully petitions for reversal and dismissal of the entire litigation history; and, discharge of deeds, conveying the subject property (**6T 47**).

PROCEDURAL HISTORY

This underlying matter arises from a first-purchase-right option, exercised by the Plaintiff/Appellant; disputed by the Defendant/Respondents (a.1335).

It is undisputed that an agreement was finalized for the Plaintiff/Appellant to purchase the subject property from Defendant/Respondents (a.986). However, in breach of that agreement, Defendant/Respondents moved for an action at law to permit them to convey to a third party.

Without naming that party; and by filing a pretentious suit to appear as if the property was no longer for sale, (a.425); Defendant/Respondent obtained an Order in a summary manner; that Plaintiff/Appellant had “breached contract.” (a.852)

Plaintiff/Appellant contends that, the court was never provided with a valid contract, (a.437-9) (6T 39), so the Order is voided; in the most favorable light.

Despite court directives (a.391); Defendant/Respondents herein have failed to produce an authentic contract (a.834) (6T 46), ignored by the lower court.

Further, Plaintiff/Appellant has substantiated his “Title” claim without any form of factual or legal opposition. Except for, repeating misstatements of fact; as if, the underlying suit settled all claims including title issues (a.541). Plaintiff/Appellant has refuted this delusion, by supporting transcripts Defendant/Respondents have failed to cite any record, in defense of their misleading, self-serving statement, and contrary to, evidentiary transcripts (1T).

Further, Plaintiff/Appellant herein has proven that in fact, with respect to the underlying suit, true interested party was not the plaintiffs (therein), but, the unnamed buyer (**a.1449**); (in difference to **a.851-854** claiming to refinance).

Conclusively, the filing of suit does not rise above tortious interference with prospective economic gain; subject to dismissal, pursuant to the Rules of the Court.

STATEMENT OF FACT

Subject property was contracted to Plaintiff/Appellant herein in 2007. However, the parties agreed to consummate the sale after Plaintiff/Appellant herein constructed a “shul,” which he did in 2008 with the express knowledge and participation of the Defendant/Respondents herein (**a.1448**).

Plaintiff/Appellant herein occupied the subject property from December 2007, and remained in control until the end of 2011(**6T 12**).

At that time, new neighbors relocated to the area, and decided to build their own Shul. Despite knowledge of agreements between the parties herein, and the constructed shul by the Plaintiff/Appellant herein, they schemed to purchase the property and the shul without compensating Plaintiff/Appellant herein.

They formally formed the Congregation and forcefully entered the Shul about October 2011 (**a. 1465**) (**6T 88**). Plaintiff/Appellant herein promptly filed a construction lien to protect his interests (**a.151**).

April 2012, Mr. Cormack filed suit, alleging “breach of contract.” for failing to close in 2007! (**a.425**). In April 2013, the Chancery court awarded “summary judgment” for breach of contract and discharge of the construction lien, for procedural deficiencies. Nowhere in the written Order is there any reference to the Title dispute. (See **a.1372**; in difference, no Exhibit is attached; a repetitive Appellate concern, **a.151**).

Plaintiff/Appellant maintains he has three separate bases for title rights, aside from contract (**6T 9**). No opposition anywhere in the record (**6T 89**).

In 2014, the matter proceeded to Law Division. Despite the clear dismissal of ‘contract’ and ‘lien’ by the Chancery; Law Division court directed production of “authentic contract” and “affidavit of title” (**a.391**); in difference, to **a.1372**.

This is evidentiary, that the Chancery court did not authenticate contract nor settle title issues; in difference to, the deceptive submissions of adversarial counsel throughout the last decade; both to the trial court and Appellate Division (**a.541**).

Further, the parties appeared again before the Chancery Judge in July 2014. The transcripts are self-evident in support of the plaintiffs’ position. (**1T**)

Ultimately, due to retirement and reshuffling of judges at Ocean County, the case was dismissed in a summary manner (**6T 18**). Authentic contract was never produced or provided to the court; and Title remains an open issue (**1T 7, 10, 11**).

Counsel filed an Appeal docketed as A-2982-13; seeking fees for “frivolous litigation” denied at the lower court **(a.149)**. Therein, Respondent Counsel demanded \$30,000. However, this appeal is inequitable, because, he was actually paid by the buyers the same \$30,000 upon closing **(a. 155) (6T 92)**(subject of **8T**).

Following the dismissal of suits, the Congregation purchased the subject property in September 2014. Deeds were filed in December 2014 and February 2015 **(a.1449) (6T 88)**. Realignment, combining both properties in 2023 (**a.790**).

In 2022, the Congregation applied for building permits and variances **(a.106)**. In 2023, they began construction. As of today, the building is almost complete **(a. 1447)** on both properties; in difference to the complaint **(a.150)**.

Plaintiff/Appellant herein was barred from any filing **(5T 3)** since the disposition of the underlying case; pending said appeal. However, on October 14, 2015 the Appeal was dismissed and plaintiff herein returned to Ocean County.

At that time, Judge Hodgson, J.S.C. presided over the Chancery Court, and without any personal knowledge of the case, rejected Plaintiff/Appellants’ return; as frivolous **(a. 707)**. In difference to **(3T 7-24)**, the Order clearly does not cite to “*Rosenblum*” or warn of any consequence beyond “monetary sanction,” by the Assignment Judge.

There is no reference in the entire record, nor is it factually correct; but, in October 2023 the same Chancery Judge suggested that, he was “designated by the

assignment judge” to label the appellant as a “*Rosenblum litigant*” (a.1371). Appellant asserts that, labeling a party litigant is limited to the Administrative authority of the Assignment Judge; and non-delegable, (a.628) (a.1271, Pb. 42).

Based on this Order, issued without any process of law; without any hearing; and without a statement of reasons; by a judge whom does not hold such authority, the Appellant is now denied access to any court in the entire State of New Jersey.

Accordingly, Judge Ford the assignment judge for Ocean County 2015 - 2023; (a.705) issued numerous Orders finding that any submission on any matter regardless of party; issue; or court must be forwarded to Ocean County (a.1100). (See, 3T judge does not provide any basis to disturb 4T dismissal w/o prejudice.)

However, Appellant was never penalized for “proposing” complaints; even when they were rejected as “frivolous”.

In 2022, Appellant filed a complaint in Essex County (a.46), dismissed w/o prejudice for “lack of standing.” Appellant moved to transfer to Ocean County (a.373) in difference to (3T 10). Judge Ford dismissed, without reason (a.518).

Further, Judge Ford issued an Order finding that any prospective submission by Appellant is presumed frivolous and may not be docketed by any clerk in the entire State (a.1441) (3T 11) without need for process of law (3T 9).

October 2023, Judge Hodgson, now the assignment judge at Ocean County, accepted adversarial petitions for sanctions. Alleging, Plaintiff /Appellant violated

Orders by attempting to file complaints without review by the Ocean County Assignment Judge (**6T**) in difference to **a.373**.

The transcripts are self-evident, and the record reflects, that, Plaintiff/Appellant was not entitled to any form of hearing or other process of law. He was denied Counsel without reason (**6T 72**). The only explanation by the court is, repeating the self-serving, and knowingly false, adversarial objections (**a.1370**).

Conclusively, any submission to Ocean County is an exercise in futility.

The Appellate Division is petitioned to consider the complaints and motions filed under the dockets L-1349-22 and L-2333-22 in the context of Original Jurisdiction; and reverse and deny any Order issued; as in the complete absence of all jurisdictions.

Plaintiff/Appellant's posits that the true reason Defendant/Respondents herein refuse to consummate the sale and preferred to convey to the Congregation, is that, the Defendant/Respondents are engaged in the exclusive business of fraudulent transactions. They are simply not interested in lawful property transfer.

In support of this proposition, Plaintiff/Appellant has documented numerous lawsuits and countersuits filed by adversary, all of which are, facially apparent as without basis in fact or law and purely designed to defraud the court itself (**a. 381, 423, 561, 886, 987, 1023, 1024, 1157**). Example of sale through fictitious short-sale, recorded simultaneously with subject property is, Lakewood, Lot 7, Block 82.

Almost all suits are in reference to property and usually result in the transfer of Real Property by defrauding various branches of government and the mortgage bank.

Plaintiff/Appellant rightfully refused to participate in these schemes, and therefore was denied the sale. Adversarial counsel schemed with the Congregation buyers, to successfully defraud the State, County and Municipal government (**a.1173**), through their purchase. (An attempt to defraud the mortgage bank with a fictitious short-sale was thwarted, when plaintiff herein offered the bank full price.)

Review of every entry upon the County Record by the Defendant/Respondents, evidences frauds, and falsities. However, the Ocean County Superior Court chooses to ignore as if the allegations are “unsupported” or “complainant did not comply with *Rosenblum* Order”, as a legitimate excuse to permit the Defendant/Respondents to continue to defraud. (see **5T**)

Essentially, Mr. Weinstein collects SSI for the past forty years. Meaning, he is mentally incapacitated, and otherwise cannot be gainfully employed. Accordingly, all his “business” is conducted under an LLC which is not in his name. He has no legal authority despite his signing as “manager” or “president.” He is busy with property purchase and transfers, claiming not to have made any profit (**a.1363**). He does not file personal income taxes in New Jersey (**5T**).

Despite his stated lack of funds, and numerous foreclosures, he has purchased property in 2014 (as detailed in the complaints L-1349-22 under review) and 2017 with millions of dollars in cash. (**a.1131, 1168, 1343**, and more)

He succeeds in these perpetual frauds, by submitting false signatures in the name of other people (**a.437**), and false affidavits. Typically, he records a Deed with one price, and then collects additional money disguised as a (non-existent repayment) loan (**a.1460**). He resides at an undisclosed location to avoid detection, but claims to reside at a vacant unoccupied home at 120 Caranetta Drive, (**a.487**). He files for Exemption as a NJ Resident when in fact he resides in Florida (**a.507**).

Mr. Cormack is a partner in these frauds, and profits from the ultimate sale (in difference to self-serving **6T 101**). He files fictitious lawsuits; without a certification of personal knowledge or affidavit of verified facts; and, without even being retained (**a.850-4**)(**6T 28**). Noticeably, void of fact and unsupported by exhibits. Further, he is ineligible to appear in court, and must be disqualified in the most favorable light (**a.46-65**). (In difference to false statements **6T 116-122**)

The Superior Court has conspired with these fraudsters, by threatening Plaintiff/Appellant with incarceration if he submits his complaint to the prosecutor or other lawful investigative body (**a.1259**). Rather, the assignment judge at Ocean County will determine that his complaint is frivolous and will be denied automatically. Any challenge to Mr. Cormack or his authority is answered with

threat of arrest. The court specifically told Plaintiff/Appellant in open court that he may not raise jurisdictional issues (**9T 8**) or be represented by counsel (**3T 15**).

Accordingly, any prior rejection of complaint either civil or criminal (**5T 6**) (**6T 48**), by the Ocean County Courts; bears no judicial value.

LEGAL ARGUMENT

This administration at Ocean County appears to be continuing its long standing policy with respect to Plaintiff/Appellants whom are analogous to the adversary cited below, gaining property pursuant to summary judgments by the same Honorable Judge:

Citing, Superior Court of New Jersey, Appellate Division Docket No. A-2823-16. Ocean County Docket No. C-000246-11, Judge Buczynski, reversed:

Those actions, which Phoenix readily owns, are anathema to the principles undergirding New Jersey's land title laws and brand it a "title raider," one "who seeks technical flaws in title in order to upset existing equities and clearly vested rights," Palamarg Realty Co. v. Rehac, 159 N.J. Super. 287, 297 (App. Div. 1978), vacated on other grounds, 80 N.J. 446, 453 (1979), and in whose "activities" our courts "find no social value or contribution," O & Y Old Bridge Dev. Corp. v. Cont'l Searchers, Inc., 120 N.J. 454, 458 (1990) (citing Bron v. Weintraub, 42 N.J. 87, 95 (1964)).

Phoenix's nefarious actions permit it no relief in a court of equity. And allowing this judgment to stand risks destabilizing marketable titles in the Pinelands and does not "best support and maintain the integrity of the recording system," Palamarg, 80 N.J. at 453. Phoenix also did not succeed in establishing its title to six of the seven parcels "free from all reasonable doubt," Shotwell v. Shotwell, 24 N.J. Eq. 378, 387 (Ch. 1874). We therefore reverse the judgment and remand for reinstatement of title to all seven properties in the State, imposing a constructive trust on the "title" Phoenix acquired in one of the State's parcels to which the State is equitably entitled on payment of the sum Phoenix expended in acquiring it, plus simple interest.

“Where a judge's reasons as stated on the record conflict with the terms of the written order, the record controls, see *Taylor v. Int'l Maytex Tank Terminal Corp.*, 355 N.J. Super. 482, 498 (App. Div. 2002).” Accordingly, (1T) evidences No title determination, and prevails over imaginative statements (5T 6) (a.1270).

Judge said he will not issue a written record of his reasoning **(6T 123)**.

None of defendant's arguments are supported by material facts or law. Instead, most of those arguments are based on factual contentions that are not supported by competent evidence in the record and legal contentions that are inconsistent with the governing law. (6T 95-125 history is factually disputed).

"Summary judgment requirements . . . are not optional." Kopec v. Moers, 470 N.J. Super. 133, 156 (App. Div. 2022) (omission in original) (quoting Lyons v. Twp. of Wayne, 185 N.J. 426, 435 (2005)). In that regard, a party may not defeat a summary judgment motion through a certification or affidavit by "attorneys of facts not based on their personal knowledge but related to them by and within the primary knowledge of their clients." Pressler & Verniero, Current N.J. Court Rules, cmt. on R. 1:6-6 (2025); Gonzalez v. Ideal Tile Importing Co., 371 N.J. Super. 349, 358 (App. Div. 2004) (citing R. 4:46-5(a)). (explaining that "[e]ven an attorney's sworn statement will have no bearing on a summary judgment motion when the attorney has no personal knowledge of the facts asserted").

When no issue of fact exists, and only a question of law remains, [appellate courts] afford[] no special deference to the legal determinations of the trial court." Boyle, 257 N.J. at 477 (quoting Templo Fuente De Vida Corp. v. Nat'l Union Fire Ins. Co. of Pittsburgh, 224 N.J. 189, 199 (2016)).

Nonetheless, factual "[f]indings by the trial judge are considered binding on appeal when supported by adequate, substantial and credible evidence." Rova Farms Resort v. Inv'rs Ins. Co., 65 N.J. 474, 484 (1974).

Therefore, "our appellate function is a limited one: we do not disturb the factual findings ... of the trial judge unless we are convinced that they are so manifestly

unsupported by or inconsistent with the competent, relevant and reasonably credible evidence as to offend the interests of justice," Fagliarone v. Twp. of N. Bergen, 78 N.J. Super. 154, 155 (App. Div. 1963), and the appellate court therefore ponders whether, on the contrary, there is substantial evidence in support of the trial judge's findings and conclusion.

Defendants' attempt to legitimize a contract not signed by seller; confirms his own statement, "I'd be an idiot", and "my partners take high risks" (**6T 86. 87**). Obviously, a rejected unsigned contract is null and void (**6T 84**). (Buyer/plaintiff specifically signed "subject to attorney review" (**a.840, 844**))

The Appellate Division is invited to discern that the lower court adjudged against these principles, and assume Original Jurisdiction pursuant to Rule 2:5-10; finding that complainant's Submissions are supported by fact and meritorious at law. By the docketing of his complaints, and reversing any finding of "frivolous".

Further, directing the discharge of the filed deeds as unrecordable instruments (**6T 48-57**) (**5T 7**); reversing and dismissing the entire litigation history; and returning the subject property to pre litigation status quo ante.

Subsequently, Appellant and the Congregation may proceed to arbitrate at the Bais Din as previously agreed and formally signed, to determine all issues between them, in accordance with the Federal Arbitration Act (**a.148**).

POINT I

THE APPEALS COURT MUST EXERCISE ORIGINAL JURISDICTION

Particularly appropriate where, "the jurisdiction of the trial court is challenged" or "Where the issue to be decided is one of law and implicates public interests". *Price v. HIMEJI, LLC*. 69 A. 3d 575, 214 NJ 263 (2013). Accordingly, an "appellate court may exercise such original jurisdiction as is necessary to the complete determination of any matter on review." *R. 2:10-5*. We have observed that the exercise of original jurisdiction is appropriate when there is "public interest in an expeditious disposition of the significant issues raised" *Karins v. City of Atlantic City*, 152 N.J. 532, 540-41, 706 A.2d 706 (1998).

Rule 2:10-5 "allow[s an] appellate court to exercise original jurisdiction to eliminate unnecessary further litigation, but discourage where factfinding is involved." *State v. Santos*, 210 N.J. 129, 142, 42 A.3d 141 (2012).

See, (a.850-854), where the court made no finding of disputed material facts. Pursuant to R. 4:22 (doctrines of adverse inference); nowhere in the entire record does the defendant substantively dispute the raw facts or conclusions of law (a.949); concurring, that the lower court acted without jurisdiction.

POINT 2

THERE EXIST FATAL PROCEDURAL DEFICIENCIES (4T, 6T-28, 93, 9T)

R. 1:5-6(c) Nonconforming Papers. The clerk shall file all papers presented for filing and may notify the person filing if such papers do not conform to these rules, except that **(1)** the paper shall be returned stamped "Received but not Filed (date)" if it is presented for filing unaccompanied by any of the following: **(A)** the required filing fee; or **(B)** a completed Case Information Statement as required by R. 4:5 - 1 in the form set forth in Appendices XII-B1 or XII-B2 to these rules.

Accordingly, failure of defendants to submit Civil Information Statement (L-1349-22 and L-2333-22); correct payment for motion to dismiss (L-1349-22) and First paper payment \$175 (L-2333-22). All the submissions under L-2333-22 are filed under "Ocean County". Defendant "wavers" between *pro se*, and representing the co-defendants (otherwise jurisdictionally barred for conflict of interest). **(a.495)**

Rule 1:6-6 requires statements in affidavits and certifications to be limited to the affiant's personal knowledge of facts upon which the affiant is competent to testify and admissible in evidence. See *Jacobs v. Walt Disney World, Co.*, 309 N.J. Super. 443, 454 (App. Div. 1998) (acknowledging that "Rule 1:6-6 mandates that certifications be based on personal knowledge...."). The personal knowledge mandate under Rule 1:6-6 unequivocally excludes facts based on hearsay.

See *Wang v. Allstate Ins. Co.*, 125 N.J. 2, 15-16 (1991). Further, we have previously stated "affidavits in which the affiant fails to identify specifically [their] position, or explain the source of [their] personal knowledge of the facts to which [they] attest[], or attempts to authenticate attached documents without explaining precisely what each is and how it came into the affiant's hands should be rejected." *New Century Fin. Servs., Inc. v. Oughla*, 437 N.J. Super. 299, 332 (App. Div. 2014); see also *Claypotch v. Heller, Inc.*, 360 N.J. Super. 472, 489 (App. Div. 2003) (explaining that certifications "based upon information provided to [the affiant]" do not satisfy the personal knowledge requirement of Rule 1:6-6). Against these principles, the Appellate Division must discern error in the lower court's factual and legal conclusions. The defendants herein did not attest or otherwise provide any basis for statements or otherwise authenticate or lay a proper foundation for the documents generally attached. See *Claypotch*, 360 N.J. Super at 489; *Wells Fargo v. Ford*, 418 N.J. Super. 592, 599-600 (App. Div. 2011)

Rule 1:4-4(b) allows certifications to be filed in lieu of more formal affidavits. *State v. Parmigiani*, 65 N.J. 154, 156 (1974); *Pressler & Verniero*, cmt. 2 on R. 1:4-4(b) (2024). The "allowance of certification in lieu of oath was admittedly intended as a convenience[,] but it in nowise reduced the solemnity of

the verification or declaration of truth." Parmigiani, 65 N.J. at 157; see also State v. Angelo's Motor Sales, Inc., 125 N.J. Super. 200, 207 (App. Div. 1973)

Rule 1:5-3 - Proof of Service

Proof of service of every paper referred to in R. 1:5-1 may be made (1) by an acknowledgment of service, signed by the attorney for a party or signed and acknowledged by the party, or (2) by an affidavit of the person making service, or (3) by a certification of service appended to the paper to be filed and signed by the attorney for the party making service. If service has been made by mail the affidavit or certification shall state that the mailing was to the last known address of the person served. A proof of service made by affidavit or certification shall state the name and address of each attorney served, identifying the party that attorney represents, and the name and address of any pro se party.

However, the defendants herein, never complied, with these rules Certification of service is to "915 Bennetts Mills Rd." but then sent to a different address. Certification does not comply with the express language requirements. Specifically, defendant continues to= incessantly harass plaintiffs' family, by attempting to draw them into the conflict, despite being ordered by the court that they are not a party. Deliberately mailing to them, every single document, after 'certifying' service to Plaintiff's address (**a.1327**). In addition to, directing "process servers" to harass them.

POINT 3

RESPONDENT MUST BE DISQUALIFIED AS COUNSEL (4T, 6T-28, a. 925)

“An attorney must never lose sight of the fact that the profession is a branch of the administration of justice and not a mere money-getting trade.”

Citing, *Kriegsman v. Kriegsman*, 150 N.J. super, 474, 480, 375 A.2d 1253 (App. Div. 1977).

"[A] determination of whether counsel should be disqualified is, as an issue of law, subject to de novo plenary appellate review." *City of Atl. City v. Trupos*, 201N.J. 447, 463 (2010). The burden is on the movant, defendant in this case, to prove a basis for disqualification. See *State v. Hudson*, 443N.J. Super. 276, 282 (App. Div. 2015). **(4T 6)**

Co-defendant **(4T 4)**; holding a proprietary interest in the outcome, (R.P.C. 1.8; 3.7) and failure to secure legal malpractice insurance (R.1:21-1D); is ineligible. R. 1:5-6 (c) (1) (D) provides that these deficiencies are fatal

Conclusively, the clerk is mandated to return everything not filed. Further, Rule 1:4-8 “If the pleading, written motion or other paper is not signed or is signed with intent to defeat the purpose of this rule, it may be stricken and the **action may proceed as though the document had not been served**”

In other words, the entire litigation history does not lawfully exist.

POINT 4

ESTOPPEL DOES NOT APPLY IN THIS CASE (1T, 6T-44, 9T)

The Appellate Division may proceed to review the proposed complaint L-1349-22 and the Motion to stop-work as in authority of Original Jurisdiction.

Doctrines of *Res Judicata* are not applicable to the Appellate division; otherwise excepted, where allegations of improprieties rooted in Fraud; and lack of jurisdiction, form the basis of the complaint (in difference to **a. 1358**).

Judicial Estoppel

The doctrine of judicial estoppel bars a litigant from asserting a position in a subsequent litigation contrary to the position that party took in a prior action. See *Chattin v. Cape May Greene, Inc.*, 243 N.J. Super. 590, 619 (App. Div. 1990).

Here, appellant posits, that, apellee's present position that he had the funds to purchase (**6T 66**); is contrary to his position as a plaintiff in C-85-12 where he asserted that the sale failed to consummate because Appellant could not secure the funds(**a.1323**).

Collateral Estoppel (**6T 44**)

An issue is "actually litigated" where it was raised in pleadings or a motion, submitted for determination, and so determined. A dismissal with prejudice operates as a final judgment on the merits. See *Velazquez v. Franz*, 123 N.J. 498, 506 (1991) at 507. Similarly, the doctrine of collateral estoppel bars relitigation

of an issue where the issue to be decided is identical to the issue decided in a prior litigation,

Although a dismissal with prejudice operates as a final judgment on the merits, it gives no insight as to whether the issue was “actually litigated” or whether the issue was essential to the judgment. See Current N.J.

Court Rules, comment 1.2 on N.J. Ct. R. 4:37-1 (citing *Malhame v. Borough of Demarest*, 174 N.J. Super. 28 (App. Div. 1980))

Here, since it is not possible that litigation in 2013 raised the issue of Deed validity filed in 2014/2015; or merging the properties in 2023 (in difference to **(6T 53)**); neither res judicata nor collateral estoppel will serve to bar that issue in the present action.

Entire Controversy (6T 73-81)

Under the entire controversy doctrine, a party must "assert all claims known to them that stem from the same transactional facts, even those against different parties." R. 4:30A; *Joel v. Morrocco*, 147N.J. 546, 548 (1997). The doctrine of res judicata precludes the re-litigation of substantially the same cause of action once it is finally determined on the merits by a **court of competent jurisdiction**. *Wadeer v. N.J. Mfrs. Ins. Co.*, 220 N.J. 591, 606 (2015).

Quoting, *Watkins v. Resorts Intern. Hotel & Casino*, 591 A. 2d 592 - NJ: Supreme Court 1991, “failure to name all interested parties is not entitled to claim preclusive effect.” Accordingly, failure to enjoin the “Congregation” is, fatal to the entire suit.

Here, in accepting the plaintiff’s allegations as true, the Congregation is the actual beneficiary; and, Mr. Cormack admits to having been paid by them. So, by failing to name them, docket C-85-12 did not include “all interested parties” as mandated by Rules 4:28 and 4:30A and barred by the doctrine.

Competent Jurisdiction (1T, 6T 116-122)

In determining jurisdiction, possibly the first question is venue. The law is well-settled that Title disputes are properly settled at the Law division, not the Court of General Equity. Further, where a defendant is in peaceable possession, he is entitled to an action at law; and may not be evicted by the Chancery Court.

See generally, *Perlstein v. Pearce*, 12 N.J. 198, 201 (1953).

Docket C-85-15 begins with the defendant (plaintiff herein) in peaceable possession since December 2007. Accordingly, pursuant to *N.J.S. § 2A:39-7* ; 3 years peaceable possession by the defendant shall be a defense to the action.

Rather, plaintiff herein moved to transfer to Law Division in his very first appearance; and was finally granted in 2014 with respect to Title (1T 10). However, then-Judge Millard, did not make any title determination; except

requiring an “affidavit of title” (a.752) which was submitted post-litigation and disputed as false(a.1323). Clearly, the Rules of the Court (4:62 *et seq.*) prerequisite any Title litigation upon the submission of a judicially noticed affidavit of title. Failure to comply, is fatal to disposition.

The second consideration is, the Real party in interest and the attorney. In this matter, as elaborated throughout, Mr. Cormack is challenged as (6T 28) unauthorized and ineligible; and submitting false documents in support of his wholly fictitious complaint (C-85-12 / L-2586-13)(a.850-4).

Accordingly, absent judicial determination of all the above prerequisites; the court is clearly proceeding in the complete absence of all jurisdictions.

POINT 5

DECLARATORY JUDGMENT MUST BE CONSIDERED (a. 34, 35, 37)

All parties here may seek a declaratory judgment with respect to the Deed and because their rights and status are affected. See N.J.S.A. 2A:16-53. Furthermore, there is a justiciable controversy since Plaintiff asserts that the Deed is invalid and, the Defendant argues the contrary. See *Chamber of Commerce v. State*, 89 N.J. 131, 140 (1982); and *Janicky v. Point Bay Fuel, Inc.*, 410 N.J. Super. 203, 208 (App. Div. 2009). The relevant issue is whether outstanding issues of material fact may prevent resolution of the claims as a matter of law. See *Brill v. Guardian Life Ins. Co. of Am.*, 142 N.J. 520 (1995).

Here, Plaintiff submitted indisputable evidence that he had First Option Rights, (6T 1, 15) based on his non-compensated investment; and peaceable possession. Furthermore, in-house notary of the defendant (plaintiff C-85-12) certified having witnessed contract signing between the plaintiff and defendants after 2009(a.1333). It is further indisputable that the “contracts”: drafted by Mr. Cormack in 2007 were not signed by the defendants and rejected at attorney review in December 2007. It is further an uncontroverted fact that, the judge in 2014 directed the defendants herein to attest as who signed the contracts submitted by Mr. Cormack (a.477). This sufficiently raises a genuine factual dispute as to the statement of facts submitted by complaint, docket C-85-12; erroneously ruled in a summary manner. See, *Puder v. Buechel*, 183 N.J. 428, 440-41 (2005); and *Hoffman v. Asseenontv.com, Inc.*, 404 N.J. Super. 415, 426 (App. Div. 2009).

Meanwhile, Plaintiff presents substantial documentary evidence to show that the defendants herein systematically forge signatures and direct notary “Cohen” and others, to witness (a.1550). Indeed, Plaintiff has set forth undisputed facts supported by numerous facially apparent falsified entries on the County (a.1341) and Court records (a.753), culled from transactions unrelated to the subject matter; proving that, the subject Deed is invalid; and, is thus entitled to the declaratory judgment he seeks.

Fraud in contract (6T-40)

Here both sides assert claims for fraud. To prevail on a motion for summary judgment with respect to a fraud claim, the movant must establish every element of the claim as a matter of law. See *Brill v. Guardian Life Ins. Co. of Am.*, 142 N.J. 520, 529 (1995). Under the common law, fraud is “a material representation of a presently existing or past fact, made with knowledge of its falsity and with the intention that the other party rely thereon, resulting in reliance by that party to his detriment.” *Jewish Center of Sussex Cnty. v. Whale*, 86 N.J. 619, 624 (1981).

NJSA 2A:32-1; “Whenever there is “**fraud in the consideration** of a contract,” **the person defrauded at any time thereafter may institute an action**”. It is well settled that courts “may refuse to enforce contracts that are unconscionable.” *Saxon Constr. & Management Corp. v. Masterclean of N.C., Inc.*, 273 N.J. Super. 231, 236, 641 A.2d 1056 (, *certif. denied*, 137 N.J. 314, 645 A.2d 142 (1994); *see also* N.J.S.A. 12A:2-302 (adopting Uniform Commercial Code provision recognizing unconscionability as basis for voiding contract or clause therein) . Citing *Robinson v. Garcia*, N.J. App. (2024): (emphasis added)

“Without articulating reasons in support of a trial judge's order, we are “left to conjecture as to what the judge may have had in mind.” *In re Farnkopf*, 363 N.J. Super. 382,390 (App. Div. 2003) (quoting *Salch v. Salch*, 240 N.J. Super. 441,

443 (App. Div. 1990)). Our function is "to review the decision of the trial court, not to decide the motion tabula rasa." Estate of Doerfler, 454 N.J. Super. at 302.

In her oral statement of reasons, the judge concluded the

“agreement was enforceable as a "valid contract," but made no fact findings or legal conclusions in support of her deciding against defendant "on the issue of liability for breach of contract." The summary judgment motion judge's decision fell short of the requirements under Rule 1:7-4. Moreover, the parties presented materially disputed facts whether defendant breached the agreement.

For these reasons, we vacate the October 28, 2022 order, as well as the June 22, 2023 amended final judgment, and remand to the trial court for proceedings consistent with this opinion.

Here it is uncontested that, Docket C-85-12/L-2586-13 defrauded Appellant herein, in **consideration of his agreements** concerning his rights to the subject property; to believe that Mr. Cormack formed a binding contract in 2007; And, that Plaintiff herein “agreed to invest without any form of return”. **(6T 25-12)**

In fact, Mr. Cormack never formed a contract in 2007; and his complaint that Plaintiff herein fraudulently induced to contract, due to his financial inability **(a.851)**; Contradicts his own current position that, Plaintiff did have the funds to purchase **(6T 66)**.

POINT 6 (1T) (6T -52, 70)

THERE IS A LEGITIMATE DISPUTE IN TITLE

"One of the purposes of N.J.S.A. 2A:62-1 is to permit a landowner to sue for clarification of the validity or reach of [their] title in circumstances that otherwise preclude a forum for the resolution of such a dispute." *Suser v. Wachovia Mortg.*, FSN, 433 N.J. Super. 317, 325 (App. Div. 2013). Additionally, in quiet title actions, the court may "finally settle and adjudge whether a defendant to the suit has an estate, interest or right in or lien or encumbrance upon the affected lands, or any part thereof, and what the same is and in or upon what part of the affected lands it exists." N.J.S.A. 2A:62-6. Citing, *Hyland v. Kirkman* 204 N.J. Super. 345 (1985) 498 A.2d 1278.

The court first holds that a bona fide "claim of ownership" in a quiet title action under N.J.S.A. 2A:62-1 or -2 may not be founded on a wild deed sworn by plaintiff himself. *McGrath, supra*; cf. *Saxton v. Hunt*, 20 N.J.L. 487 (Sup.Ct. 1845); *Foulke v. Bond*, 41 N.J.L. 527, 542 (E. & A. 1879).

What constitutes such a possession of lands must be indicated by the acts of the party claiming to own them. These acts will naturally adapt themselves to the nature of the lands and the uses which may be made of them Fraud on the court, though not easily defined, can be characterized as a scheme to interfere with the

judicial machinery performing the task of impartial adjudication, as by preventing the opposing party from fairly presenting his case or defense. A finding of fraud on the court is justified only by the most egregious misconduct directed to the court itself, such as bribery of a judge or jury or fabrication of evidence by counsel, and must be supported by clear, unequivocal and convincing evidence. [at 195].

In this case, the court finds by the clear and convincing weight of the evidence that the knowing use of a wild deed to claim ownership and the false assertion of possession in a quiet title proceeding cognizant that in all probability, based upon service by publication, no one would appear to question the allegations, constitutes "egregious misconduct directed at the court itself." For the reasons stated judgment entered in *WNJ v. Richards* is declared a nullity and of no more force or effect in vesting title in WNJ than was the deed from PDC. Citing, *Barry v. Tunick*, 97 N.J. Eq. 281 (E. & A. 1924), the test of peaceable possession was stated to be whether the defendant had interfered with the plaintiff's possession by acts of such character that a suit at law could be maintained.

Conclusively, Plaintiff's peaceable possession for more than 3 years; non-refunded \$10,000 deposit; and construction of a shul as only an owner would do; (a.1433) are proper indication of anticipated ownership in favor of the appellant.

Conversely, the filing of a chancery suit past the four year statute of limitation, (N.J.S.A. 2A:12-725) without consideration for the “doctrine of laches”; failing to explain how defendant was in possession and constructing as only an owner; failing to provide the authentic agreements; denying that the true interested party is the “Congregation”; must constitute a wild deed claim to possession.

See, “Judge Hodgson’s” full-length analysis with respect to claiming property rights without an agreement (**a.1194**); and the effect of filing such a complaint past Statute of Limitation (**a.1202**).

Conclusively, Appellant is a person within: “**All persons**”; are by nature free and independent, and have certain natural and unalienable rights, among which are those of enjoying and defending life and liberty, of **acquiring, possessing, and protecting property**, and of pursuing and obtaining safety and happiness. Further, “**No person**” shall be deprived of the inestimable privilege of worshipping Almighty God in a manner agreeable to the dictates of his own conscience.

Any conveyance relying on this “litigation” must be declared a nullity and of no more force or effect than was the original Deed. Pursuant to, N.J.S.A. 2A:25:2-3 - Conveyances, etc., and judgments and executions in fraud of creditors void as against persons defrauded.

POINT 7

THE LITIGATION IS NOT FRIVOLOUS (3T)(6T-49)

. "For purposes of imposing sanctions under Rule 1:4-8, an assertion is deemed 'frivolous' when 'no rational argument can be advanced in its support, or it is not supported by any credible evidence, or it is completely untenable.'" *Bove*, 460 N.J. Super. at 148 (quoting *United Hearts, LLC v. Zahabian*, 407 N.J. Super. 379, 389 (App. Div. 2009)). In the order imposing sanctions, the court "shall describe the conduct determined to be a violation of this rule and explain the basis for the sanction imposed." R. 1:4-8(d).

We disagree with the State's present argument that the Law Division judge had "a right to ignore such frivolous and time consuming motion[s] in the name of judicial efficiency." While courts have the inherent power "to control the filing of frivolous motions and to curtail 'harassing and vexatious litigation,'" *Parish v. Parish*, 412 N.J. Super. 39, 48 (App. Div. 2010) (quoting *Rosenblum v. Borough of Closter*, 333 N.J. Super. 385, 387, 391 (App. Div. 2000)), the Law Division judge made no such finding; he made no finding at all. We held in *Rosenblum* that "the complete denial of the filing of a claim without judicial review of its merits would violate the constitutional right to access of the courts." 333 N.J. Super. at 390 (citing U.S. Const. amend. XIV, § 1). The complete disregard of a filed motion

has the same constitutional infirmity. Our Supreme Court warned, "[w]e cannot expect the public to maintain confidence in the judicial system if judges treat constitutional rights as minor obstacles to the disposition of cases." *In re Bozarth*, 127 N.J. 271, 280 (1992)

Conversely, Ocean County has adopted a policy to deny access under a theory "anything submitted is presumed frivolous without need to review" (a.1424) (2T, 3T); in difference to, well-settled law and case precedence (a.917, 934).

The transcripts and appendix evident that Ocean County failed to make any finding of facts, simply asserting them to be 'frivolous' or 'unsupported' without any reference to the record (6T 45) and deny evidentiary hearings (6T 50).

Further. Asserting "lack of standing" is not frivolous. Citing, IN RE: RENEWAL APPLICATION OF TEAM ACADEMY CHARTER SCHOOL, 2019: "Standing is a threshold issue that 'neither depends on nor determines the merits of a plaintiff's claim. Dismissals for insufficient service of process or lack of standing do not preclude re-litigation.'

Citing, "Finally, the Murphys argue that plaintiff lacks standing; that is, he is a mere intermeddler and stranger to his parents' dispute. Generally, however, our courts have considered the threshold for standing to be fairly low. Sufficient stake

with real adverseness, standing will be found.” See *Crescent Park Tenants Ass'n v. Realty Equities Corp. of N.Y.*, 58 N.J. 98, 107, 275 A.2d 433 (1971).

Further, dismissal of suit for lack of standing; does not constitute “adjudication on the merits”, *Watkins*, 124 N.J. at 405, 418; Therefore, this suit is not subject to doctrines of *res judicata* because all of Plaintiffs’ submissions for the past decade, were rejected without process, under the guise of “lack of standing”.

Primarily, the lower courts wholly ignore the various unambiguous Statutory languages. For example, 2A:13-2 provides “attorneys are suable.” 2A:35A-4 provides “any person may file suit.” Rule 7:2-2(b)(1) provides “any person may file a complaint.” However, the courts have interpreted that “any person” excludes the Appellant herein (5T 6).

Conversely, the lower court misrepresents *Rosenblum*, suggesting that this ‘doctrine’ is a magical word superseding Appellants’ Constitutional Right to access the court (6T 48, 56); admittedly, without precedence in American Jurisprudence. (Full

length *Rosenblum Doctrine* Briefs, were submitted below, and appended (919-936). Concluding, it is contradictory to both, designate a litigant as a *Rosenblum* and sanction him. Further, it is inapplicable to criminal complaints; or out of the County district. Further, it is inapplicable to represented parties,

POINT 8

THERE IS NEW EVIDENCE WHICH SHOULD HAVE BEEN CONSIDERED
BY THE LOWER COURT BASED ON R 4:24-3, R 4:50-3 (**6T 47, 69**)

An appellate court will reverse a trial court ruling on discovery, for abuse of discretion or misapplication of the law, *Rowe v. Bell.*, 239 N.J. 551-52(2019). Reviewing the hearing (**4T**), it is clear that the court did not consider allegations of fraud (**4T 35, 39**) nor address lack of jurisdiction. Rather, the court asserted that the allegations were “unsupported” or “not before the court”; despite literally hundreds of pages in supporting briefs and exhibits. Further, the court completely ignored challenges of jurisdiction (**6T 121**); threatening “arrest” for proposing such a complaint (**a.1258**).

Specifically, clear and unambiguous Orders to discovery (L-2586-13) (**a.1244-51**) render the delinquent plaintiff therein, in contempt of court for moving for “summary judgment (R.4:46 et seq.)” The Rules of the court require his case “dismissed with prejudice” R.4:23-5(b); (**a.53, 55**). Contrarily, this judge cites to docket L-2586-13 as a basis to “deny any Rights” (**6T 100**). (After first misrepresenting that C-85-12 settled all Title rights (**6T 16, 18**); proven by (**1T**) to be erroneous).

A motion under Rule 4:50 does not suspend the operation of any judgment, order or proceeding or affect the finality of a final judgment, nor does this rule limit the power of a court to set aside a judgment, order or proceeding for fraud upon the court or to entertain an independent action to relieve a party from a judgment, order or proceeding. Relief under this rule may be obtained without limitation as to time. Tara Enters., Inc. v. Daribar Mgmt. Corp., 369 N.J. Super. 45, 52 (App. Div. 2004). However, the fraud in question must be fraud upon the court. Id. at 53.

A fraud on the court occurs "where it can be demonstrated, clearly and convincingly, that a party has sentiently set in motion some unconscionable scheme calculated to interfere with the judicial system's ability impartially to adjudicate a matter by improperly influencing the trier or unfairly hampering the presentation of the opposing party's claim or defense." Triffin v. Automatic Data Processing, Inc., 411 N.J. Super. 292, 298 (App. Div. 2010) (quoting Aoude v. Mobil Oil Corp., 892 F.2d 1115, 1118 (1st Cir. 1989)). Reliance is not required.

Fraud is never presumed but must be proven through clear and convincing evidence. Stoecker v. Echevarria, 408 N.J. Super. 597, 617 (App. Div. 2009).

In the genesis case, the judge acknowledged that Appellant herein may move for dismissal based on intrinsic fraud; after discovery, within the proper

jurisdiction. See **(1T 16, 17)**.

Evidently, plaintiff (true party in interest) in docket C-85-12 was actually the “buyer Congregation” not the seller; and, Counsel for plaintiff never formed agreements between the parties **(a.1005)**.

Further misrepresenting that, the Congregation was not intending to purchase; and 213 and 215 were to be separate properties; vehemently denying that the end use would be a Shul (a.850) (a.157).

All these Frauds upon the court are only evidentiary today, and appellant has standing to so assert; because essentially, he is asserting his own Rights. (In difference to **(6T 39 -20)**).

Conclusively, the recent realignment of both properties, owned by the Congregation, as only recorded in 2023, provides legitimate basis to revisit the entire matter and prove the frauds upon the court, beginning with the genesis suit.

Further, by interposing non-judicially noticed facts, such as whether Mr. Cormack formed a contract **(6T 40-47)** eligible; or authorized, **(4T 6)** despite his refusal to produce pursuant to R.1:21-1D Legal malpractice insurance upon request; and R.1:48(f) proof of being retained; **(6T 116,119)** this court imposes “sanctions” (see generally **9T**).

POINT 9

THE COURT ERRED IN RULING THAT SANCTIONS SHOULD BE
ISSUED AGAINST APPELLANT. (7T, 8T, 9T, 10T)

Our Supreme Court has consistently and clearly held that: Courts in New Jersey have traditionally adhered to the American Rule as the principle that governs attorneys' fees. This guiding concept provides that, absent authorization by contract, statute or rule, each party to a litigation is responsible for the fees charged by his or her attorney. [Walker v. Giuffre, 209 N.J. 124, 127 (2012).] The rules are clear, and unambiguous. Mr. Cormack acting *pro se* is not entitled to sanction (6T 89 & 9T 21) (Rule 1:4-8(f) the procedures prescribed by this rule shall apply to the assertion of costs and fees against a party other than a pro se party pursuant to N.J.S.A. 2A:15-59.1); in the most favorable light. Additionally, even if the court is persuaded to accept all of his nonsensical and otherwise fraudulent submissions and representations, A-2982-13 (a.149) provides numerous procedural fatalities for his claims, none of which have been corrected herein.

Appellant was never sanctioned before, an absolute prerequisite to *Rosenblum*. Moreover, sanctions are not applicable to a *Rosenblum* defendant. (It is an oxymoron for a defendant to be both, denied access and sanctioned for accessing!) Furthermore, 'violation' of administrative orders (*Rosenblum*) is not subject to sanction.

Unconscionably, in difference to all the above, the Ocean County Court has ordered financial disclosure, without issuing a judgment; and where sanction is inappropriate in the most favorable light **(9T)**.

Plaintiff asserts he has complied with the Order. However, relying on the defendants' misrepresentations, and without any form of hearing, the court issued an arrest warrant **(10T)**. Further, despite paying the \$500 in May, **(a.1348)** the Superior Court Clerk signed another warrant August 12th, stating that it will only be vacated if the \$500 is paid!

Adversary misrepresents that "order for financial disclosure" **(7T 6)** is a judgment. **(9T 25)**. However, as a matter of law, "judgment" must state a specific monetary amount. Without a judgment the court is without jurisdiction **(9T 13)**. The court refuses to acknowledge any jurisdictional challenges **(9T 9)**.

Clearly, docket L-2333-22 is purely administrative **(a.473)**; no summons ever issued; and, without minimal jurisdiction to issue or threaten, sanctions (See 3T generally). The docket is specifically limited to "reviewing submissions"

Conclusively, any form of submission by anyone other than "Ocean County Administration" (including Mr. Cormack), is not judicially noticed under this docket. (His filing w/o fees and captioned as Ocean County is further fraud upon the court) **(a.495)**.

POINT 10

REMOVAL TO FEDERAL COURT SHOULD STAY ANY ACTION
BY THE COURT IN OCEAN COUNTY (10T)

Without recourse, Plaintiff/Appellant removed the “sanction” element of the litigation to Federal Court. Despite numerous submissions in support of the removal, Ocean County refuses to vacate further proceedings.

Citing, *PARALLEL IRON LLC v. NETAPP*, 84 F.Supp.3d 352 (2015): “Prejudgment financial disclosure is Unconstitutional”. The only response is the transcript (10T). Therein, the court asserts that in communication with the Federal Clerk on July 1st, it appears that, the matter was not accepted by the Federal Court.

However, the Notice of Removal was filed in April, and a warrant issued in May. Accordingly, it defies the imagination, how the Superior Court may assert jurisdiction to proceed prior to July 1st, by its own admission.

The facts are indisputably clear. Whatever communication may have transpired, is factually and lawfully irrelevant. 28 U.S.C. § 1447(c) provides for continuing Federal Jurisdiction until “a certified order of remand” is delivered by the Federal Court clerk to the clerk of the Superior Court. (a.1357)

Such an order is not “retroactive” and the case continues from where it stood prior to Removal. Any intermediate orders, are lawfully void and unenforceable.

CONCLUSION

This case, is merely another example of the trial courts' practice, to Destabilize marketable titles by awarding nefarious complainants free property through the court of General Equity without any form of judicial noticeability. Accepting self-serving adversarial statements of fact and law (**6T 84**); as if the Chancery Court settled issues it has no authority to do, in the most favorable light (see, *Perlstein v. Pearce*, 12 N.J. 198, 201 (1953)). Further, protecting itself from Judicial review by usurping its authority and issuing unprecedented decrees, shocking the judicial conscience.

Such as adamantly refusing to permit any form of jurisdictional challenges (**9T 9**); accepting adversarial self-serving statements that he submitted documents which he did not (**9T 18-20**); conversely, jailing appellant to compel support of his oral statements (**9T 23**); for baseless hypothetical adversarial challenges (**a.1427**). However, Appellant petitions the Review court to accede to the trial judges suggestion, "Maybe an Appellate court will see it differently" (**6T 45-9**).

R.1:5-6(c) is Jurisdictional (**9T 10, 14**)(See, *Nguyen v. PENSUWAN, INC* N.J. App. (2011)) and requires the Supervisory Authority of the Appellate Division over the clerks and attorneys practicing before the Superior Court, through the exercise of original jurisdiction; "Where the appeal is jurisdictional in nature," *Nieder v. Royal Indem. Ins. Co.*, N.J. 229, 234 (1973),

Rule 4:46-5 (b); Affidavit submitted in bad faith in support of summary judgment may be **adjudged in contempt**. Accordingly, the motions for summary judgment both C-85-12 and L-2586-13 are premature, because numerous material facts are disputed; and plaintiff therein is delinquent for failing to produce documents and appearing for court ordered depositions to ascertain the very issues upon which his summary judgment motion is founded.

It is incontroverted that, binding agreements were never formed in 2007 (**6T 42**); the properties were to be combined and sold to the Congregation; unambiguously denying issuance of summary judgment (**a. 1001-7**).

R. 4:50-1; reversal of Order: (b) provides for newly discovered evidence unobtainable prior that would probably change the result; (c) provides for fraud.

Relying on, *Stochastic Decisions Inc., v. DiDomenico*, 236 N.J. Super. 388 N.J. App. (1989). Appellant has provided clear and convincing evidence that the entire underlying suit constitutes legal fraud and fraudulent misrepresentations.

Mr. Cormack filed a suit alleging a non-existent contract; and otherwise unconscionable agreements. Alleging, Plaintiff herein invested into the property without want of compensation (**6T 26**). Such hypothetical contracts or agreements are not reviewable by the court. He further demands “financial discovery” claiming

the October 20th Order is a judgment. However, “fishing expeditions” to determine finances without an open monetary judgment is wholly unconstitutional (**9T 13**).

Clearly, Plaintiff herein justly refused to, “purchase 213” so that the seller can use the money to defraud the mortgage bank to “settle 215” (**a.1172**)(short-sale) (**a. 157** par.1d) and then 91 days later, purchase 215. (**6T 75, 81**).

Further, plaintiffs’ refusal to file NJ Resident Exemption (**a.1454**) is justified because seller is a resident of Florida (**a.436, 485, 559**) and does not file NJ Personal Income Taxes; In addition to, refusing to file the purchase money as a fictitious repayment-loan (**a.1460**); thereby failing to pay the correct Real Estate Transfer tax; Further, filing a wholly false certification as if the property is “sold to a developer for duplexes” to dismiss the municipal penalty (**a.1173**).

Each one of the above enumerated frauds against; Federal, State, County and Municipal governments, is individually sufficient to classify the filed Deeds (**a.1449-1460**) as “non-recordable” instruments, and subject to discharge, pursuant to the applicable Statutes.

25:2-3. Conveyances, etc., and judgments and executions in fraud of creditors void as against persons defrauded

Every conveyance, grant or alienation of real estate, or goods and chattels, or of any estate or interest therein, whether made by writing or otherwise, and every judgment

and execution which have been or shall be contrived in fraud, covin or collusion, with intent to hinder, delay or defraud creditors and others of their lawful actions, debts, damages or demands, shall be deemed and taken (only as against those persons, their executors, administrators or assigns, whose actions, debts, damages or demands are or may be hindered or defeated by such covinous or fraudulent devices and practices) to be utterly void and of no effect, any feigned consideration, color or other pretense to the contrary notwithstanding.

46:2-2 (frauds and forgeries)

Nothing in this Title contained shall be construed to make good, valid, or effectual, and fraud or forgery used ...grounded thereupon.

46:4-6 (no encumbrances);

46:15.5 (true consideration); **Section 46:15-6** - Requirements for recording of deed evidencing transfer of title. In addition to other prerequisites for recording, no deed evidencing transfer of title to real property shall be recorded in the office of any county recording officer unless it satisfies the following requirements:

- a. If the transfer is subject to any fee established under section 3 of P.L. 1968, c.49 (C.46:15-7) or section 2 of P.L. 2003, c. 113(C.46:15-7.1), a statement of the true consideration for the transfer shall be contained in the deed, the acknowledgment, the proof of the execution, or an appended affidavit by one of the parties to the deed or that party's legal representative.

54A:1-1 (correct payment of income taxes); is fatal, to the recording of deed.

Citing, *United States v. Arthrex, Inc*, 594, U.S. 2021: “Actions of the Executive Branch cannot be delegated; and, that ultimate responsibility or the active obligation to supervise that goes with it”, is analogous to, the “Executive Authority” of the Assignment Judge.

Conclusively, Chancery Court judge (Hodgson 2015 **(a.726)**); letterhead 2023 **(a.20)**) is wholly unauthorized to preside over *Rosenblum* injunctions.

Further, there is no case precedence, for sanctioning a *Rosenblum* litigant monetarily; or denying his submissions or representation through Counsel **(6T 89)**; (See the most recent recorded case, *TAFFARO, v. MOAYER*. No. A-1357-22.)

Further, failing to follow the directives of: D'Amore v. D'Amore, 186 N.J. Super. 525, 530 (App. Div. 1982) (holding a trial court has the power to enjoin prospective harassing litigation). "However, `that power must be exercised consistently with the fundamental right of the public to access to the courts in order to secure adjudication of claims on their merits.'" Rosenblum, 333 N.J. Super. at 396 (quoting D'Amore, 186 N.J. Super. at 530). In reviewing whether a filing is frivolous, an assignment judge must "do more than conclude [a] plaintiff's prior complaints were frivolous. The [a]ssignment [j]udge must review the new complaint to be assured that a meritorious claim is not suppressed."

Mistakenly believing that, it holds administrative authority and *jurisdiction in personam* over all the clerks and prosecutors in the entire State **(a.1440)**.

A reviewing court owes no deference to a judge who makes a discretionary decision but acts under a misconception of law or misapplies the law to the facts. Citing, *Johnson v. Johnson*, 320 N. J. Super, 371, 378 N.J. App. (1999).

In consideration of the entire submission of briefs and appendices, the Appellate division may find that all the lower court proceedings are procedurally improper and substantively erroneous. So determining that, all of defendants' submissions throughout the entire litigation history must be stricken as in the complete absence of all jurisdictions (**9T 8, 13 18, 21**).

Further, dismissing the administrative docket L-2333-22. Citing, *Bozarth*, 127 N.J. 271, 280 (1992), "Challenged jurisdiction" is an affirmative defense to contempt (Rule 3:21-9). (**a.1357**)

Further, returning the subject property (213 and 215 Pine Street) to pre-litigation status quo ante, and issue the requested stop-work Order (**a.520**).

Further, directing the defendants to answer the complaint docketed as ESX-L-1349-22 proceeding at Essex County. (**a.44-144**) (**a.349-369**).

Subsequently, Appellant and the Congregation may proceed to arbitrate at the Bais Din as previously agreed and formally signed, to determine all issues between them, in accordance with the Federal Arbitration Act (a.148).

DEMAND

Based on the foregoing legal argument It is respectfully submitted that this Court exercise original jurisdiction determining that Appellant's Complaint is not frivolous, that Respondent counsel be disqualified and the lower Court's ruling otherwise be reversed to allow Appellant's action to proceed and the case be remanded for further proceedings.

Respectfully Submitted,


Bezalel Grossberger

Appellant

March 3, 2025