

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN**

**MICHAEL D. DALTON, JR.,  
LEAH M. DALTON, and  
MICHAEL A. DEEM,**

**Case No. 1:26-cv-00163**

**Honorable: Ray Kent**

Plaintiffs,

v.

**CHOICEONE BANK,**

Defendant.

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**Michael D. Dalton, Jr.**  
**Leah M. Dalton, and**  
**Michael A. Deem**  
*In Pro Per* Plaintiffs  
3360 Dexter Trl.  
Stockbridge, MI 49285

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**BRIEF IN OPPOSITION TO PLAINTIFFS' EMERGENCY MOTION  
FOR PARTIAL SUMMARY JUDGMENT  
(ECF No. 10, PageID.38-52)**

**NOW COMES** the Defendant, **ChoiceOne Bank**, by and through its attorneys, Winegarden, Haley, Lindholm, Tucker & Himelhoch, PLC, and for its Brief in Opposition to Plaintiffs' Emergency Motion for Partial Summary Judgment (ECF No. 10, PageID.38-52) states as follows:

**I. PRELIMINARY MATTERS**

In its Scheduling Order (ECF No. 19, PageID.287-288) for the subject Motion (ECF No. 10, PageID.38-52), this Court ordered the parties to address the issues of subject matter jurisdiction, exhaustion of state court remedies and abstention in addition to the issues directly raised by the

Motion. The Defendant, **ChoiceOne Bank**, has previously raised and briefed the issues of subject matter jurisdiction and abstention in its Combined Motion to Dismiss Pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6) (ECF No. 20, PageID.289-291) and the Brief in Support of that Motion (ECF No. 21, PageID.292-302). Those arguments are hereby incorporated by reference and will not be repeated here. However, their dispositive effect with respect to the subject Motion remains as in the absence of federal court subject matter jurisdiction, the only action to be taken is the dismissal of the case. Similarly, where issues of comity and abstention are applicable, the federal courts duty is to dismiss the case. A request for Partial Summary Judgment becomes moot if subject matter jurisdiction is lacking or if principals of comity and abstention apply. So, the importance of the issues raised in ChoiceOne Bank's Motion to Dismiss cannot be over-stated. What follows is a discussion of issues germane to the Plaintiffs' request for Partial Summary Judgment in an imaginary world where subject matter jurisdiction for this case actually exists and issues of comity and abstention do not compel the Court to refrain from deciding issues that have already been decided against the Plaintiffs in the related state court proceedings.

## **II SUPPLEMENTAL FACTS**

The material facts for this case have already been presented in the Brief in Support of ChoiceOne Bank's Motion to Dismiss (ECF No. 21, PageID.293-296). Those facts and the supporting documentation are hereby incorporated by reference and will not be repeated here.

Since the filing of that Brief, additional events have occurred which have resulted in the Plaintiffs being forcefully evicted from both the Commercial Property and the Dalton Residence. Those additional facts are as follows:

As previously noted, on **February 4, 2026** the state court entered an **Order for Eviction**

with respect to the Commercial Property(ECF No. 21-9, PageID.355). The Order for Eviction was served and the eviction completed with respect to the Commercial Property on **February 16, 2026**. So, **the eviction for the Commercial Property has already been completed and ChoiceOne Bank currently has physical and legal possession of the Commercial Property.**

As previously noted, on **February 5, 2026** the state court entered a **Judgment of Possession** in favor of ChoiceOne Bank and against the Plaintiffs with respect to the **Dalton Residence** (ECF No. 21-8, PageID.353). On **February 18, 2026**, an **Order for Eviction** was also entered by the state court with respect to the Dalton Residence. A copy of the Order for Eviction for the Dalton Residence is attached as **Exhibit 1**. The Order for Eviction commanded the Deputy Sheriff to remove the Plaintiffs (and all other occupants of the Dalton Residence) and their belongings from the Dalton Residence. Having already experienced their forced removal from the Commercial Property and having been personally warned by the Deputy Sheriff that the physical eviction was impending with respect to the Dalton Residence, the Plaintiffs wisely decided to move their belongings from the Dalton Residence. On **March 4, 2026** The Order for Eviction for the Dalton Residence was formally served, the locks to the Dalton Residence changed, and the eviction formally completed with respect to the Dalton Residence. So, **the eviction for the Dalton Residence has also already been completed and ChoiceOne Bank currently has physical and legal possession of the Dalton Residence.**

### **III. CHOICEONE BANK IS THE PARTY THAT IS ENTITLED TO SUMMARY JUDGMENT**

#### **A. Standard of Review.**

In the usual case, Summary Judgment is appropriate where “the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). A fact is material if its resolution might affect the outcome of the action under the governing substantive law, and a dispute is genuine only if the evidence is such that a reasonable jury could return a verdict for the nonmoving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986).

The moving party may meet its initial burden by demonstrating that the nonmoving party, after adequate opportunity for discovery, lacks evidence to support an essential element of its claim. *Celotex Corp. v. Catrett*, 477 U.S. 317, 322–23 (1986). Once the moving party has carried this burden, the opposing party must come forward with specific facts supported by admissible evidence showing that a genuine issue remains for trial. *Id.* A mere “scintilla of evidence” in support of the nonmoving party’s position is insufficient to defeat summary judgment. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. at 252.

Courts evaluating a motion for summary judgment must examine the pleadings, depositions, answers to interrogatories, admissions, and affidavits in the record. However, the Court is not required to search the entire record; rather, it may consider only the materials cited by the parties. See Fed. R. Civ. P. 56(c).

While the evidence is viewed in the light most favorable to the nonmoving party, that party must present more than speculation or conclusory allegations to survive summary judgment. When

the record taken as a whole could not lead a rational trier of fact to find for the nonmoving party, summary judgment is appropriate. *Matsushita Electric Industrial Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986). Courts in the Western District of Michigan routinely apply these principles in determining whether a genuine issue of material fact exists. See, e.g., *Waite v. Patch Products, Inc.*, No. 1:98-CV-857 (W.D. Mich. 2000). Accordingly, where the plaintiff fails to produce evidence sufficient to establish an essential element of the claim on which he or she bears the burden of proof, Rule 56 mandates entry of judgment in favor of the defendant. *Celotex Corp. v. Catrett*, 477 U.S. at 322–23.

After giving notice and a reasonable time to respond, the court may grant summary judgment for a non-movant pursuant to the provisions of Fed. R. Civ. P. 56(f).

B. Analysis

Surprisingly, the parties do not seem to have much disagreement about WHAT has actually happened in this case. Aside from spin, the parties generally agree about what has happened and when it happened. However, one need not spent a lot of time examining the record to determine that the parties are living in completely different universes when it comes down to determining the legal effect of what has happened as a result of these generally agreed upon actions.

The Plaintiffs contend that:

1. On **May 5, 1837** a **Federal Land Patent** was issued to **Ira Wood** for a 160 acre parcel of land that included within its bounds what is now known as the former Stockbridge Middle School and the **Commercial Property** (Plaintiffs' UNFILED Statement of Material Facts, paragraphs 1-2; PageID unavailable; ECF No. 21-10

PageID.358).

2. On **August 15, 1837** a **Federal Land Patent** was issued to **John Haydock** for a 240 acre parcel of land that included within its bounds the 12-acre parcel that is now known as the **Dalton Residence**. (Plaintiffs' UNFILED Statement of Material Facts, paragraphs 36-37; PageID unavailable; ECF No. 21-11, PageID.369).
3. On **December 31, 2005** the Daltons purchased the **Dalton Residence** from Edward and Lori Zick under a **Warranty Deed** for \$1.00 (Plaintiffs' UNFILED Statement of Material Facts, paragraph 38; PageID unavailable; ECF No. 21-2, PageID.308-309).
4. On **April 10, 2018** an entity owned by one or more of the Daltons purchased the **Commercial Property** from the Stockbridge School District for \$1.00 under a **Warranty Deed** (Plaintiffs' UNFILED Statement of Material Facts, paragraph 3; PageID unavailable; ECF No. 21-1, PageID.304-306).
5. On **November 18, 2024** the Daltons signed a **Declaration of Grantees/Assignee's Notice and Claim of "Forever" Benefit of Original Land Grant/Federal Patent** with respect to the **Commercial Property** (the "**Claim of Forever Benefits-Commercial Property**") (Plaintiffs' UNFILED Statement of Material Facts, paragraph 16; PageID unavailable).
6. On **December 23, 2024** the Daltons signed a **Declaration of**

**Grantees/Assignee's Notice and Claim of "Forever" Benefit of Original Land Grant/Federal Patent** with respect to the **Dalton Residence** (the "**Claim of Forever Benefits- Dalton Residence**") Plaintiffs' UNFILED Statement of Material Facts, paragraph 19; PageID unavailable.

7. Both the **Claim of Forever Benefits- Commercial Property** and the **Claim of Forever Benefits- Dalton Residence** were recorded with the Ingham County Register of Deeds Office. Plaintiffs' UNFILED Statement of Material Facts, paragraphs 20, 56; PageID unavailable .
8. Both the **Claim of Forever Benefits- Commercial Property** and the **Claim of Forever Benefits- Dalton Residence** were posted by the Daltons in several public places in and around Stockbridge, Michigan. Plaintiffs' UNFILED Statement of Material Facts, paragraphs 17-18, 54-55; PageID unavailable.

With respect to the condition of their prior title to the properties, these are the only relevant facts according to the Plaintiffs. **The Plaintiffs do not dispute** that they took out the loans as alleged by ChoiceOne Bank, that the repayment of the loans was secured by a Mortgage on each of the properties, that the Daltons willfully and intentionally defaulted on the loans, that the Mortgages on each of the properties was foreclosed, that ChoiceOne Bank was the successful purchaser at each of the Sheriff's sales, that the redemption periods expired without redemption and that the Daltons were evicted from both of the properties under the procedures described in the Michigan Summary

Proceeds Act MCL 600.5700 *et seq.* **Rather**, the Daltons claim that none of this matters because, in their mind, following the actions that they took as described in 5-8 above, they had magically transformed their ownership interest in the properties from a fee simple interest to “allodial title” in each of the properties with the Daltons owning the only legal title interest in the properties FOREVER. All other claims and interests to the properties such as the ChoiceOne Bank Mortgages, were transformed into “equitable title” to the properties, a state that was inferior to their “allodial title” and which could never displace their ownership of legal “allodial title” to the properties under any circumstances by anyone. So, in the Daltons’ mind, it does not matter that the Mortgages were foreclosed, that the state court system has already determined that ChoiceOne Bank is entitled to possession of both of the properties or that the Daltons were physically evicted from both of the properties. Because, none of that matters when you have FOREVER Benefits in a property.

The problem with all of this is that it is complete and utter rubbish. There is no magic document that you can post and record that makes your interest in a piece of property bullet proof FOREVER. That is why you do not find ANY citation to authority to support these outlandish and absurd claims. It is legal sounding gibberish and it has absolutely no effect on the quality or nature of their title to the properties. These ridiculous claims fail as a matter of law. You could never get to a jury with these claims because there is absolutely no legal support for them.

ChoiceOne Bank’s position with respect to title to the properties follows a more familiar script: Borrower borrows money. Borrower grants the Bank a Mortgage on the properties which serves as collateral for the repayment of the loans. Borrower defaults. Bank forecloses. Borrower is evicted from the properties. Bank sells the properties to recover its losses under the loans. Case closed. The details of this typical Debtor-Creditor interaction have already been described in

ChoiceOne Bank's Brief in Support of its Motion to Dismiss. ECF No. 21. Those details and the supporting documentation are incorporated by reference and will not be repeated here. PageID.293-296

So, with respect to the Plaintiffs' Motion for Partial Summary Judgment, the Court must view the facts in a light most favorable to ChoiceOne Bank. That "light" is the typical debtor-creditor default interaction as described in detail above. Assuming those facts to be true, the question then becomes "could a rational trier of fact find in favor of ChoiceOne Bank under those facts?" The answer to this question is readily apparent. Of course they could. Consequently, the Plaintiffs' Emergency Motion for Partial Summary Judgment must be **DENIED**.

The more interesting question is whether Summary Judgment should be granted to ChoiceOne Bank on these facts? Fed. R. Civ. P. 56(f). This too seems to be an easy answer simply because there is no way for the Plaintiffs to prevail on their claims given that there is no legal support for the absurd and outlandish claims asserted by the Plaintiffs. The asserted legal position championed by the Plaintiffs seem more derived from voodoo magic than any real cognizable legal claim. But alas, ChoiceOne Bank is hesitant to request such relief as ChoiceOne Bank firmly believes that there is no federal court jurisdiction for this case, and even if there were, principles of comity and abstention prevent this Court from interfering with state court proceedings which have already decided the outcome of the property rights questions raised by the Plaintiffs in favor of ChoiceOne Bank. The Plaintiffs have already lost. The Plaintiffs have already been evicted from the properties. So, in the crazy, hypothetical world under which the foregoing analysis was performed, the answer is "Yes, of course ChoiceOne Bank is entitled to Summary Judgment as a matter of law under Fed. R. Civ. P. 56(f)." However, in the real world, you never get to that analysis.

#### IV. CONCLUSION

Quite frankly, this Court never needs to reach a decision on the merits of the Plaintiffs' Emergency Motion for Partial Summary Judgment. This is because there is no federal court subject matter jurisdiction for this case. The Plaintiffs clearly WANT this case to be decided in the federal court system for whatever reason. However, federal court jurisdiction is not simply a matter of desire. It is governed by statute and the Plaintiffs' claim simply does not satisfy the statutory requirements. Whilst talking about the US Constitution in a historical context with respect to their delusional arguments of allodial title and Federal Land Patents, the Plaintiffs have failed to identify any federal constitutional provision, statute or treaty that is actually contested with respect to what is actually just a simple state property rights case. But the Plaintiffs do not have rights under a Federal Land Patent. They took the properties under a normal Warranty Deed. They do not have allodial title either. This mediaeval concept plays no role in Michigan real property law of the 21<sup>st</sup> century. The Daltons previously had fee simple title to both properties. However, they lost that interest in the land, due to their misguided and far-fetched beliefs, when the Mortgage on each property was foreclosed and a Sheriff's Deed was issued and recorded for each property. ChoiceOne Bank now owns the fee simple title to each of the properties as a direct and proximate result of the Daltons' foolish decision to deliberately default on their obligation to repay their loans. The Plaintiffs are using these ancient, erroneous and misguided concepts and arguments in an attempt to manufacture federal court jurisdiction where no such jurisdiction actually exists. There is no federal Court jurisdiction to be found under these facts.

Even if we were to hypothetically assume federal court jurisdiction for the sake of argument, this Court still need not reach a decision on the merits of the Plaintiffs' Emergency Motion for

Summary Judgment. This is because the state courts have already heard and thoroughly and completely rejected the Plaintiffs' wild claims of allodial title and claimed rights under a Federal Land Patent. The Plaintiffs obviously do not like or agree with those decisions as they have resulted in their physical expulsion from the properties involved in this case. Nevertheless, issues of comity and respect for state court decisions compel the abstention from federal court intervention and review of an unfavorable state court decisions.

Finally, even if the Court were to reach the merits of the Plaintiffs' Emergency Motion for Partial Summary Judgment, that Motion would fail miserably as taking the facts in a light most favorable to ChoiceOne Bank, a rational trier of fact could and would find in favor of ChoiceOne Bank's foreclosure and repossession of the properties involved in this case. In fact, Summary Judgment would be entered in favor of ChoiceOne Bank as there is no legal support or reality for the outlandish claims being asserted by the Plaintiffs in this case. Fed. R. Civ. P. 56(Fleckenstein).

Consequently, the Defendant **ChoiceOne Bank** respectfully requests that this Court **DISMISS** this case due to a lack of subject matter jurisdiction. Failing that, ChoiceOne Bank respectfully requests that this Court **abstain** from deciding this case due to the issues of comity and respect for the state court decisions that soundly rejected the ridiculous propositions being asserted by the Plaintiffs in this case. Failing that, ChoiceOne Bank respectfully requests that this Court **DENY** the Plaintiffs' Emergency Motion for Partial Summary Judgment for the reasons discussed above and that the Court **DISMISS** the Plaintiffs' First Amended Complaint pursuant to the provisions of Fed. R. Civ. P. 56(f).

**Certificate of Compliance under leivr-7.2b:**

The undersigned hereby certifies that this Brief was prepared using WordPerfect 2020 software and contains 3,124 words.

Respectfully submitted,

WINEGARDEN, HALEY, LINDHOLM,  
TUCKER & HIMELHOCH, PLC  
Attorneys for Defendant

Dated: March 6, 2026

By: /s/ John R. Tucker  
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55th	<b>STATE OF MICHIGAN JUDICIAL DISTRICT</b>	<b>APPLICATION AND ORDER OF EVICTION Landlord-Tenant / Land Contract</b>	<b>CASE NO. and JUDGE</b> 25-04910-LT Honorable Richard L. Hillman
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**Court address** 700 Buhl Avenue, Mason, MI 48854 **Court telephone no.**  
517-676-8401

Plaintiff's name, address, and telephone no.  
ChoiceOne Bank  
109 E. Division  
Sparta, MI 49345

Defendant's name, address, and telephone no.  
Michael D. Dalton, Leah M. Dalton,  
and All Other Occupants  
3468 Catholic Church Rd.  
Stockbridge, MI 49285

v

Plaintiff's attorney, bar no., address, and telephone no.  
John R. Tucker (P37348)  
Winegarden, Haley, Lindholm, Tucker & Himelhoch, PLC  
G-9460 S. Saginaw Rd., Suite A  
Grand Blanc, MI 48439  
810-767-3600

Defendant's attorney, bar no., address, and telephone no.

**NOTE:** An application may be required even though a request for an order of eviction is granted in the judgment.

**APPLICATION**

1. On February 5, 2026 judgment was entered against the defendant(s) and the plaintiff was awarded possession of the following described property: 3468 Catholic Church Road, Stockbridge, MI 49285

2. No payment has been made on the judgment or no rent has been received since the date of judgment, except the sum of \$ \_\_\_\_\_ received under the following conditions: \_\_\_\_\_

- 3. The plaintiff has complied with the terms of the judgment.
- 4. The time stated in the judgment before an order of eviction can be issued has elapsed.

I declare under the penalties of perjury that this application has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

2-18-2026  
Date

/s/ John R. Tucker  
Plaintiff/Attorney signature

**ORDER OF EVICTION**

**IN THE NAME OF THE PEOPLE OF THE STATE OF MICHIGAN:**  
**To the Court Officer:** You are ordered to restore the plaintiff to, and put the plaintiff in, full possession of the premises.

**NOTE:** In tenancy cases, this order must be executed within 56 days of the issuance date.

/s/ Richard L. Hillman  
February 18, 2026  
Judge signature and date

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN**

**MICHAEL D. DALTON, JR.,  
LEAH M. DALTON, and  
MICHAEL A. DEEM,**

**Case No.: 1:26-cv-163**

**Honorable: Hala Y. Jarbou**

Plaintiffs,

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**CERTIFICATE OF SERVICE**

Mary E. Jaster, after being duly sworn, states that on March 6, 2026, she did serve the following documents in the manner herein specified:

**DOCUMENTS:** Defendant ChoiceOne Bank’s Brief in Opposition to Plaintiffs’ Emergency Motion for Partial Summary Judgment (ECF No. 10, PageID.38-52) and Proof of Service

**PERSONS SERVED:** Michael D. Dalton, Jr.  
Leah M. Dalton  
Michael A. Deem  
3360 Dexter Trl.  
Stockbridge, MI 49285

**MANNER SERVED:** United States, First Class Mail, Postage Pre-Paid

I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE AND FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY INFORMATION AND BELIEF.

/s/ Mary E. Jaster

Mary E. Jaster

**PREPARED BY:**

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