

on p 25

Instead of citing authority for the entirely incorrect interpretation that there is "an ironclad one-year time" limit under this rule the district court uses the rule as a footnote, pretending that it says what it does not say and means what, according to the very authorities cited in the Memorandum, it does not mean. The sole authority is not credited: this is the contrivance - the sole defense- of the defendants, in their <sup>o</sup>pposition, whereafter they were corrected, and at oral argument, where they were also corrected. The authorities Weisberg cited in his replay are ignored - there is no on-year limit under the last three clauses. And there is a quation when the year begins to run. under the first three clauses.

Even the Memorandum's footnote is specific in stating that the one-year limit is under the first three clauses only. But having represented that there is this supposedly "ironclad" limitation under the rule. on the next page the "emorandum admits that it is less than ironclad in this time limit applies to the first three clases clauses only. The make iron out of this legal jelly it then pretends that what is at issue is what is not at issue, "the thoroughness of the original FOIA searches,"

and thus Goland is cited. What is at issue is whether Weisberg is entitled to relief *from the judgement; whether* because the basis and the only basis for the judgement is undenied perjury, fraud and misrepresentation; *and whether enforcing the judgement is inequitable.*