

CAUSE NO. 95-07735

A.H. BELO CORP., WFAA-TV, INC.:
ROBERT W. DECHERD: AND VALERI
WILLIAMS;

Plaintiffs,

V.

F.R. JOHNNY JOHNSTON; JERRY L.
WILKINS: and LAKEVIEW
DEVELOPERS, INC. D/B/A
LAKEVIEW CEMETERY,

Defendants.

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

14TH JUDICIAL DISTRICT

ORDER OF DISMISSAL

It is hereby ordered that this cause of action is hereby
dismissed for lack of jurisdiction since the subject matter has
previously been adjudicated and Res Judicata does apply and bars
the action.

Signed this 19th day of September, 1995.

John McCallum Marshall
JUDGE PRESIDING

(24)

(25)

A.H. BELO CORP., WFAA-TV, INC.: \$
ROBERT W. DECHERD: AND VALERI \$
WILLIAMS: \$

Plaintiffs, \$

V. \$

F.R. JOHNNY JOHNSTON; JERRY L. \$
WILKINS: and LAKEVIEW \$
DEVELOPERS, INC. D/B/A \$
LAKEVIEW CEMETERY, \$

Defendants. \$

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

14TH JUDICIAL DISTRICT

BRIEF IN SUPPORT OF DEFENDANTS' ANSWER
AND MOTION TO DISMISS

The Magna Carta of the year 1215 in England started the basis for Common Law. This law was brought to America when English sovereigns came to American shores. Common Law was the Supreme Law of the Land of America and was thereby Our One Supreme Court of the People, by the People and for the People.

Then came the Constitution of the United States dated September 17, 1787 which is still in effect and has never been declared void and is the oldest written Constitution still in effect today wherein in Article I, Section 1 states: "All legislative powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives."

In Section 8 it states that Congress shall have power "To constitute tribunals inferior to the Supreme Court." The Constitution had not prior to this statement in the Constitution being written since this was Article I, provided for a legislative Supreme Court. They were and could not without any

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doubt be referring Our One Supreme Court in and of Common Law which was already established and active in America and the United States of America.

It is clear that the Constitution was now setting up another set of Courts called legislative courts and they refer to them as inferior courts, meaning inferior to the already existing Common Law Courts, Our One Supreme Court.

Article I of the Constitution did then and there set up legislative courts, inferior to Common Law Courts and is verified by Article VII of the Articles of Amendments to the Constitution wherein it guarantees that "In suits at Common Law, where the value in controversy shall exceed twenty dollars, the Right of Trial by Jury shall be preserved and no fact Tried by A Jury shall otherwise be re-examined in any Court of the United States, than according to the Rules of the Common Law."

This sets the Courts of Common Law separate and apart from legislative courts such as the 14th Judicial District Court, otherwise being a maritime court in that any case tried in the 14th District can be re-examined by action of appeal. This places the 14th District Court as one of the inferior courts referred to in Article I Section 8 of the Constitution of the United States.

Notes the difference in a trial by Jury in Common Law as to a trial with a jury in legislated inferior courts. The judge is in the inferior courts and instructs the jury on what they will hear and decide upon and what they will not. There is no such

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provision in Common Law with trial ^{by} ~~with~~ a jury.

The Northwest Ordinance of 1787 which have never been altered by common consent or in any way or manner and presently remains in force. The last words of the introduction or preamble to the Articles of the Ordinances state: "It is hereby ordained and declared by the Authority aforesaid, that the following articles shall be considered as articles of the compact between the original states in said territory and shall forever remain unalterable, unless by common consent."

The compact agreement is a federal injunction and is forever unalterable either by legislative Congress and its legislative supreme court and its other inferior courts or the administration. It is protected by Article IV, Section 2, Part 1 of the Constitution For the United States of America which guarantees: "The citizens of each state shall be entitled to all privileges of citizens in the several states."

Article 2 of the compact agreement states, "The inhabitants of the said territory shall always be entitled to the writ of Habeas Corpus, and of Trial By Jury. And of judicial proceedings according to the course of the Common Law."

That legislative law, statutory law, is in fact an extension of maritime law. The 1946 Administrative Procedures Act, Title 5 U.S.C., Section 559, at sentence 2, requires the Administrative Law to be in compliance with and in conformity to the Constitution For the United States of America and The Common Law with all its prohibitions, restrictions, restraints and

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limitations imposed by its enumerated (Amendment 9) bounds and boundaries.

The Maritime Code otherwise known also as statutory law being administered in legislative inferior courts (14th District Court as evidenced by maritime gold braid flag in the courtroom) also acknowledges that "when brought inland beyond the High Water Mark, and or the First Bridge of any Navigable River; They Must be brought into compliance with and in conformity to the Constitution For the United States of America and subject to the Common Law. "(a) Saving to suitors, in all cases, the Right to a Common Law Remedy, where the Common Law is competent to give it; shall also have Exclusive Original (Jurisdiction) Cognizance of all seizures on land, or other waters than as aforesaid made, and of all suits for penalties and forfeitures incurred, under the laws of the United States (Government Incorporated) 1 Statute 77, Section 9(a);

"Third. Of all causes of admiralty and maritime jurisdiction; saving to suitors, in all cases, the Right of a Common Law Remedy, where the Common Law is competent to give it." 36 Statute 1161, Section 256, Part (3). Thus meaning competent, Common Law is not extending in reverse of the high water mark and extending to sea or the jurisdiction of maritime law or to exercise jurisdiction as stated in the Constitution under Article I, section 8 wherein it declares that the inferior tribunals will exercise exclusive legislation as prescribed by Congress over such district (not exceeding ten square miles) as may, by cession



of particular states and the acceptance of Congress, become the seat of the government of the United States, and to exercise like authority over all places purchased by the consent of the legislature of the state in which the same shall be for the erection of forts, magazines, arsenals, dockyards, and other needful buildings; and make all laws which shall be necessary and proper for carrying into execution the foregoing powers and all other powers vested by this Constitution in the government of the United States, or in any department or officer thereof.

Legislative statutory courts themselves admitted the validity of the Common Law Court in *Strauss v. Strauss*, 3 So. 2d 772 at 728 (1941) which states: "Every system of law known to civilized society generated from or had as its component, one of three well known systems of ethics, pagan, stolic, or Christian. The Common Law draws its subsistence from the latter, its roots go deep into that system, the Christian concept of Right and Wrong and Justice motivates every rule of equity. It is the guide by which we dissolve domestic frictions and the rule by which all legal controversies are settled."

Whereas we learned that "The Law of the Land" means "The Common Law." *State v. Simmon*, 2 Spears 761, at 767 (1884), Justice O'Neal speaking for the Court; *Taylor v. Porter*, 4 Hill, 140, at 146 (1843); Webster's definition of "The Law of the Land" at *Dartmouth*, 4 Wheaton 518 at 581, 582.

In *Wyly v. Collins*, 9 Ga. 223, at 237 (1851) acknowledges the Common Law and the Holy Bible from which it came, which is

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the foundation of the Common Law is our God given,
Constitutionally Secured Right. The 97th Congress declared the
Holy Bible to be the Word of God by Joint Resolution, Public Law
97-280, 96 Stat. 1211.

The common law case tried before a jury regarding Uniform
Commercial Code filings have been finally and foremost
adjudicated under common law wherein there is no appeal to this
14th Judicial District Court since it is very clear that this
case has been tried by a jury from which there is no appeal, thus
Res Judicata applies and this Court has no jurisdiction to hear
this case.

The Uniform Commercial Code is specific for all who operate
under or within it. To state that they do not know it or act out
of ignorance is not a defense nor does it give rise to action
because of the ignorance of same. The legislative or statutory
courts have never recognized that as a defense for not answering
a presentment or a petition. If you don't think that you owe
something, you make your denial known.

Respectfully submitted,


JERRY L. WILKINS
Attorney at Law
P.O. Box 59462
Dallas, Texas 75229
214-343-4439
TBN 21487000

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Exhibit #18

Republic of Texas
Our One Supreme Court

MA 23 1995

Common Law Venue; Original and Exclusive Jurisdiction

A Superior court sitting with the Power of a Circuit and United States
District Court in and for Ellis county de jure, Texas Republic
United States of America

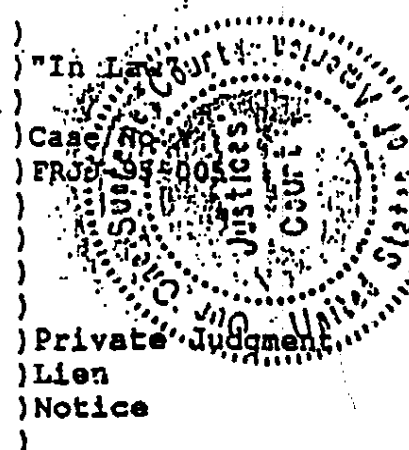
People in and for the United States of America ex rel;
F. R. Johnny Johnston

Plaintiff

vs.

A. H. Belo Corp. D.B.A. Channel 8 WFAA-TV -
Rober W. Decger & Valeri Williams

Defendant



Re: To all appellate subdivisions of the Appellate jurisdiction of the
Supreme Court of the United States et al, to all financial/financing
institutions of the United States and their agents, subjects et al;
The UCC 1 # 176357, true bill or UCC 4 affidavit, UCC 3 # 724855 and
the commercial lien.

United States of America)
Republic of Texas) ss Affidavit of Finding of Facts
Ellis de jure) Judgment

People in and for United States of America, for Ellis county, Texas
republic, after reviewing the evidence and hearing testimony, hereby
attest and acknowledge the finding of facts to be true, correct, certain,
and relevant against the DEFENDANTS of this Judgment and as follows:

1. Fact: Affiant F. R. Johnny Johnston being of a freeman character
did charge DEFENDANTS for fraudulent works/wrongdoing, and did send
September 7, 1994 via certified mail contract p 248217655 to the
DEFENDANTS one (1) complete set of two Original documents identical to
each other in every way, the other retained by F. R. Johnny Johnston,
which we the jury have reviewed, and says, state of the forum common law
UCC 1-105 UCC-FS-4 NON-NEGOTIABLE "TRUE BILL" Private Agreement means
bargain of the parties in fact CRAIG v. MISSOURI 29 US (IV.Pet.) 410,
433-36 (1830), with UCC-I, and other certificates/documents attached.

2. Fact: DEFENDANTS did receive proper legal lawful notice, and were
given adequate time (grace) to respond plus and additional 294 days to
respond and/or deny and said defendants have not answered/denied or
responded in any way tot he charges against them all of them,

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documentation is self supporting in and of itself in favor of F. R. Johnny Johnston and against Defendants of this case FRJJ-95-005.

3. Fact: DEFENDANTS have failed to respond and have admitted to being guilty by their own actions/inactions, and thus are guilty beyond a shadow of a doubt of all charges/alligations brought against them in this matter.

PRIVATE JUDGMENT LIEN AND DECREE

After due consideration and finding of the facts Our One Supreme Court Exclusive to the People by order of the People in and for the United States of America for Ellis county, Texas Republic, finds private judgment lien and decree for Affiant/Plaintiff, and the same against DEFENDANTS in the amount of \$1,000,000,000.00 in silver coin or the equivalent in federal reserve notes, to be paid immediately in full without further delay, to F. R. Johnny Johnston, or his assigns at his/their direction, backed by the full faith and credit of the United States, and further, the above Finding of Facts and conclusions by the jury is not reviewable by any other court of the United States as set forth under the 7th Amendment, nor subject to trespass upon case FRJJ-95-005, by the judicial power of the United States, see the 11th Amendment of our national constitution.

So agreed to and done this 23 day of July 1995.

Per curiam Chuck Richardson

Per curiam Christopher Bremer

Per curiam Micki Nellis

Per curiam Flakey Wilson

Per curiam Lonnie C. Culp

Per curiam Larry Harris

Per curiam Walter J. Culp

Per curiam Bobby Colvard

Per curiam John T. Culp

Per curiam Ernest Colvard

Per curiam Ernest Culp

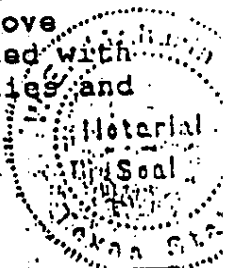
Per curiam Paul C. Culp

United States of America)
Republic of Texas (organic))
Ellis county dejure)

ss Acknowledgment

I, W.E. Mathurin Jr., a Notary, duly commissioned and privately bonded by the people in and for the United States of America for Republic of Texas, hereby attest and acknowledge that the above jury(s) signature are the ones chosen and have been duly presented with the facts and testimony in relation to the character of the parties and the facts set forth in this Affidavit.

W.E. Mathurin Jr.
Notorial (seal)

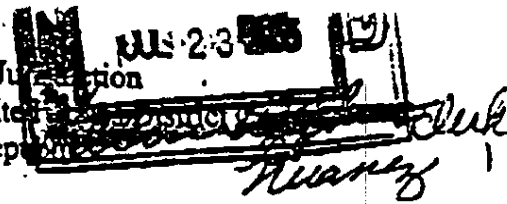


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Exhibit

Our One Supreme Court
Common Law Venue; Original and Exclusive Jurisdiction
A Superior court sitting with the Power of a Circuit and United States District Court
in and for Dallas county de jure, Texas Republic
United States of America



People in and for the United States of America ex rel;
Jerry L. Wilkins
Plaintiff

§
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"In Law"

Case No. JW-95-006

vs.

A.H. Belo Corporation and Robert W. Decherd

Defendant

Private Judgment
Lien
Notice

Re: To all appellate subdivisions of the Appellate jurisdiction of the Supreme Court of the United States et al, to all financial/financing institutions of the United States and their agents, subjects et al; The UCC 1 176358, true bill or UCC 4 affidavit, UCC 3 732510 and the commercial lien.

United States of America
Republic of Texas
Dallas de jure

§
§
§

ss

Affidavit of Finding of Facts
Judgment

People in and for United States of America, for Dallas county, Texas republic, after reviewing the evidence and hearing testimony, hereby attest and acknowledge the finding of facts to be true, correct, certain, and relevant against the DEFENDANTS of this Judgment and as follows:

1. Fact: Affiant Jerry L. Wilkins being of a freeman character did charge DEFENDANTS for fraudulent works/wrongdoing, and did send on September 7, 1994, via certified mail contract P 248217653, to the DEFENDANTS one (1) complete set of two Original documents identical to each other in every way, the other retained by Jerry L. Wilkins, which we the jury have reviewed, and says, state of the forum common law UCC 1-105 UCC-FS-4 NON-NEGOTIABLE "TRUE BILL" Private Agreement means bargain of the parties in fact CRAIG v. MISSOURI 29 US (IV.Pet.) 410, 433-36 (1830), with UCC-1, and other certificates/documents attached.

2. Fact DEFENDANTS did receive proper legal lawful notice, and were given adequate time (grace) to respond plus and additional 240 days to respond and/or deny and said defendants have not answered/denied or responded in any way to the charges against them, all of them, documentation is self supporting in and of itself in favor of Jerry L. Wilkins and against Defendants of this case JW-95-006.

(Signature)

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3. Fact: DEFENDANTS have failed to respond and have admitted to being guilty by their own actions/inactions, and thus are guilty beyond a shadow of a doubt of all charges/alligations brought against them in this matter.

PRIVATE JUDGMENT LIEN AND DECREE

After due consideration and finding of the facts Our One Supreme Court, Exclusive to the People by order of the People in and for the United States of America, Dallas County, Texas Republic, finds private judgment lien and decree for Affiant/Plaintiff, and the state against DEFENDANTS in the amount of \$1,000,000,000.00 in silver coin or the equivalent in federal reserve notes, do hereby immediately without further delay, to Jerry L. Wilkins, or his assigns at his/her direction, backed by the full faith and credit of the United States, and further, the above Finding of Facts and conclusions by the jury is not reviewable by any other court of the United States except as set forth under the 7th Amendment. Our subject C. E. Orespass upon case JW-95-006, by the judicial power of the United States, see the 11th Amendment of our A. H. H. Constitution.

400 S. Record St.

Dallas, Texas 75202. So agreed to and done this 23 day of July 1995.

An action to be heard in a court of Common Law as guaranteed by the Constitution of the United States of America and the Bill of Rights, to formally adjudicate the Uniform Commercial Code filings by F.R. Johnny Johnston, Lake View Developers Inc., and Jerry Wilkins will be presented to the court on July 23, 1995, at a designated meeting room at 811 Park Row Dr., Arlington, Texas to be called at 1:00 P.M.

Per curiam Larry Enloe

If you have evidence to present in defence, I would advise you to attend and present your evidence.

Per curiam Earl Smith

Per curiam Wendy Baldwin

Sincerely,

F.R. Johnny Johnston

Without Prejudice UCC 1-207

Per curiam Mike Baldwin

Per curiam Tim Hampton

Per curiam Dan LeRoy

Per curiam J. L. McConnell

Per curiam Anita Bledsoe

United States of America

§

Republic of Texas (organic)

§

ss

Acknowledgment

Dallas county dejure

§

I, W.E. Mahurin, Jr., a Notary, duly commissioned and privately bonded by the people in and for the United States of America for Republic of Texas, hereby attest and acknowledge that the above jury(s) signature are the ones chosen and have been duly presented with the facts and testimony in relation to the character of the parties and the facts set forth in this Affidavit.

Fee

1.00

W E Mahurin Jr
Notary

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CAUSE NO. 95-07735

A.H. BELO CORP., WFAA-TV, INC.:
ROBERT W. DECHERD: AND VALERI
WILLIAMS;

Plaintiffs.

V.

F.R. JOHNNY JOHNSTON; JERRY L.
WILKINS: and LAKEVIEW
DEVELOPERS, INC. D/B/A
LAKEVIEW CEMETERY,

Defendants.

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

14TH JUDICIAL DISTRICT

DEFENDANTS' ANSWER

COMES NOW F. R. JOHNNY JOHNSTON, JERRY L. WILKINS, and
LAKEVIEW DEVELOPERS, INC. D/B/A LAKEVIEW CEMETERY and Without
Prejudice and reservation of rights, UCC 1-207 and files this
answer to plaintiffs petition in the above styled and numbered
cause in this statutory, admiralty court and would present to the
Court our answer as follows:

1.

That this action is barred by Res Judicata.

2.

Plaintiffs have admitted in their petition that they
received the UCC-1 financing statements, True Bills, and
Affidavits and totally and willfully refused and failed to answer
the same. In doing so they acquiesced and submitted through
default to the Uniform Commercial Code presentments which require
an answer within time allowed as the same as this Statutory
Court.



3.

In plaintiffs' willful default under the Uniform Commercial Code in not providing an answer or preserving their Uniform Commercial Code rights granted the default under the Code. They have no right or standing to file this action. Had they looked at Anderson's, or O'Quinn's or Gould's Uniform Commercial Code, Official Text and Official Comments they would have been appraised of their rights and obligations.

4.

That Plaintiffs did not assert their rights and defenses under the Uniform Commercial Code and so waived their rights to complain or bring this action. They have to make and claim their reservation of rights as stated in UCC 1-207. UCC 1-103.6 states, "The Code is complimentary to Common Law, which remains in force, except where displaced by the Code. A statute should be construed in harmony with the Common Law, unless there is a clear legislative intent to abrogate the Common Law." Reservation of rights 1-207 allows one to insist that the statutes be construed in harmony with the Common Law. UCC 1-103.6 states "The Code cannot read to preclude a Common Law action." The UCC 1, and UCC3s filed by defendants, preserved their rights by stating UCC 1-207, without prejudice.

5.

Plaintiffs were required to answer the UCC presentments and in not so doing they refused their opportunity to deny and the

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viability of the presentments for implied contracts and warranties which are provided for under the Code.

6.

Defendants deny all allegations against them.

7.

~ "by"
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Plaintiffs should have checked the Uniform Commercial Code wherein defendants herein were given the right to sign debtor's name by accommodation. In any event at no time can it be said there could be forgery when a signature is accompanied by the words "by" the signers own signature. This is provided for under the Uniform Commercial Code under which plaintiffs and their attorneys operate. Plaintiffs' ignorance of the law and the Uniform Commercial Code under which they live, breathe and operate is not a defense or a cause of action for them. Plaintiffs herein did not reserve their rights under the Uniform Commercial Code by answering but totally refused to do so and ignored the UCC claim sent to them and they have no right to complain now after their willful default.

8.

Plaintiffs' assertions regarding UCC 9-201 and 9-203 would not have applied and does not under their willful default and UCC 9-402 is one section that gives the right to sign debtor's name by accommodation. Their failure to assert their defense, if any, has barred plaintiffs from bringing this action. They have admitted in their petition that they have no remedy at law and this is not an equity court.



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9.

That the substance of this action was determined and tried in a Court of Common Law on July 23, 1995 and judgment rendered that day on the Uniform Commercial Code filings wherein plaintiffs herein were notified that same would be heard and that once more they forfeited their rights to complain or to defense by ignoring the notice and refusing to answer and defend (Exhibits attached).

10.

This cause of action is barred by Res Judicata and this statutory court has no jurisdiction and/or venue over this substance as per the Constitution of the United States of America and the Bill of Rights in the separation of Common Law Courts and Statutory (maritime) Courts wherein it is specifically declared that there is no appeal from a jury trial in the Common Law Courts tried by a jury. It is well-known that appeal is allowed from a statutory court.

11.

That plaintiffs herein appear to be guilty of the criminal act of breaking and entering and burglarizing the office of Jerry L. Wilkins, Attorney at Law, the office of F. R. Johnny Johnston and the office of Lakeview Developers, Inc. in that Valeri Williams allowed a video of her to be filmed while in the above named offices at night after after working hours and aired same on television. They have attached unsigned and unfiled copies of the UCC papers that were in the offices before they were sent for

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filing with Texas State. These unsigned copies were obviously not sent to plaintiffs herein.

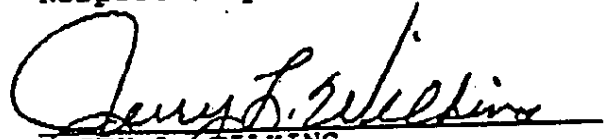
12.

That plaintiffs themselves have declared and stated and admits in their petition in count two, number twenty-two, that they have no remedy at law, meaning the legislated, statutory courts.

In their count four, number five, page seven, they have made and recognized the designation between the Common Law and Statutory Law and have recognized the actions of Common Law Courts. Plaintiffs have absolutely no standing to bring this action since Res Judicata applies and this Court is without jurisdiction over this matter.

Wherefore, defendants herein have asserted their reservation of rights, UCC 1-207 do hereby request and assert their rights to have this case dismissed for lack of jurisdiction and venue and upon Res Judicata.

Respectfully submitted,


JERRY L. WILKINS
Attorney at Law
P.O. Box 59462
Dallas, Texas 75229
214-343-4439
TBN 21487000

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A.H. BELO CORP., WFAA-TV, INC.;
ROBERT W. BECHERD; AND VALERIE
WILLIAMS;

Plaintiffs,

V.

F.R. JOHNNY JOHNSTON; JERRY L.
WILKINS; and LAKEVIEW
DEVELOPERS, INC. D/B/A
LAKEVIEW CEMETERY,

Defendants.

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

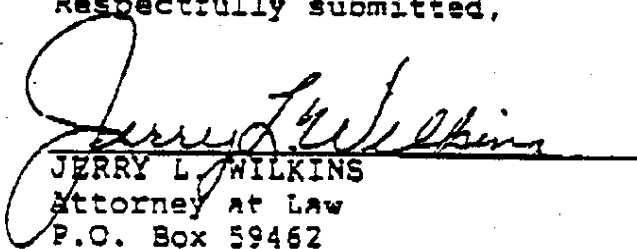
14TH JUDICIAL DISTRICT

MOTION TO DISMISS WITH BRIEF

COMES NOW defendants Jerry L. Wilkins, F. R. Johnny Johnston and Lakeview Developers, Inc. and moves to dismiss this cause of action pursuant to lack of jurisdiction over the subject matter. This Court lacks jurisdiction since the subject matter has previously been adjudicated by a Court of Competent jurisdiction from which there is no appeal invoking Res Judicata.

Furthermore, plaintiffs refused any rights that they may have had in refusing to answer the presentments that they admittedly received and admittedly did not answer.

Respectfully submitted,


JERRY L. WILKINS
Attorney at Law
P.O. Box 59462
Dallas, Texas 75229
214-343-4439
TBN 21487000

A-1-1111

any

CAUSE NO. 95-07735

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A.H. BELO CORP., WFAA-TV, INC.;
ROBERT W. DECHERD; AND VALERI
WILLIAMS;

Plaintiffs,

V.

F.R. JOHNNY JOHNSTON; JERRY L.
WILKINS; and LAKEVIEW
DEVELOPERS, INC. D/B/A
LAKEVIEW CEMETERY,

Defendants.

IN THE DISTRICT COURT OF

BILL LONG
DISTRICT CLERK
DALLAS CO. TEXAS

DALLAS COUNTY, TEXAS

1421 JUDICIAL DISTRICT

**PLAINTIFFS' ORIGINAL PETITION FOR DECLARATORY
JUDGMENT, INJUNCTIVE RELIEF, AND OTHER REMEDIES**

Plaintiffs A.H. Belo Corp. ("Belo"), WFAA-TV, Inc. ("WFAA"), Robert W. Dechard ("Dechard"), and Valeri Williams ("Williams") (collectively "Plaintiffs") file this Original Petition for Declaratory Judgment, Injunctive Relief, and Other Remedies, complaining of F.R. Johnny Johnston, Jerry L. Wilkins, and Lakeview Developers, Inc. d/b/a Lakeview Cemetery ("Lakeview") (collectively "Defendants") and for their causes of action show as follows:

+ PARTIES +

1. Plaintiff Belo is a Delaware corporation authorized to do business in Texas having its principal place of business in Dallas County, Texas.
2. Plaintiff WFAA is a Delaware corporation authorized to do business in Texas having its principal place of business in Dallas County, Texas.
3. Plaintiff Dechard is an individual residing in Dallas County, Texas.
4. Plaintiff Williams is an individual residing in Dallas County, Texas.

**PLAINTIFF'S ORIGINAL PETITION FOR DECLARATORY
JUDGMENT, INJUNCTIVE RELIEF AND OTHER REMEDIES - Page 1**

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1-214-343 + 4439 +

5. Defendant Jerry Wilkins is an individual resident of Dallas County, Texas. Wilkins may be served with process at his residence, 8841 Flint Falls, Dallas, Texas 75243.

6. Defendant F.R. Johnston is an individual resident of Ellis County, Texas and may be served with process at his residence, 131 Shoreway Circle, Waxahachie, Texas 75165. 1-214-

7. Defendant Lakeview Developers, Inc. is a Texas corporation with its principal place of business in Ellis County, Texas. Lakeview Developers, Inc. may be served by serving its registered agent, F.R. Johnny Johnston at 150 Highway 77 South, Waxahachie, Texas 75165.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this matter in that the amount in controversy is within the jurisdictional limits of the Court. Venue is also proper in Dallas County pursuant to Sections 15.001 and 15.017 of the Texas Civil Practice and Remedies Code, in that the causes of action alleged herein accrued in whole or in part in Dallas County, Texas and plaintiffs reside in Dallas County, Texas.

FACTUAL BACKGROUND

9. On information and belief, in September 1994, Defendant F.R. Johnny Johnston mailed to Belo and Decherd certain "State of the Forum Common Law UCC 1-105 Non-Negotiable 'True Bills.'" In the "true bills" Defendants alleged that Belo, "d/b/a WFAA-TV", Decherd, and Williams, among other things, had engaged in a course of conduct constituting a breach of trust in connection with a certain news story done by WFAA and Williams. The "true bills" allege that Plaintiffs caused Defendants damages "for the sum certain amount of 1,000,000,000 dollars of Constitutional money, in specie, minted Coin of Silver, original Treasury production, from these fifty United States."

10. The "true bills" request that Plaintiffs, in order "to settle this private claim quickly under Rule 16 pre-trial," sign a "private security agreement" within ten days of presentment of the "true bill." The "private security agreement" was in the form of a UCC-1 financing statement. None of Plaintiffs signed a "private security agreement" or otherwise responded to the "true bills."

11. The "true bills" were never filed in any court of competent jurisdiction.

12. None of Plaintiffs has ever incurred a debt as to any of the Defendants, neither have they granted to any of the Defendants any form of security interest or signed any form of security agreement.

13. On or about September 7, 1994, Defendants filed or arranged to be filed certain UCC-1 financing statements, numbers 94176357, 94176358, and 94176359, with the Office of the Secretary of State of Texas. The statements list Plaintiffs as debtors and attach copies of the "true bills." The statements contain signatures on line 9, "Signature of Debtor," that purport to be the signature of Decherd. The signatures are not Decherd's and, on information and belief, are forgeries. Decherd did not authorize any person to sign his name on the financing statements at issue. *

14. The financing statements represent that Defendants have security interests in "all personal & private property; (cars, trucks, vehicles, land/real estate, buildings, businesses, apartment buildings, & etc.) Assignment of all stocks, Bonds & certificates of deposit, signatures, all tangible & intangible property & including but not limited to their Partner's assets; all inventory; all retirement accounts while in public office, all inheritance, all accounts receivable, all salaries, all wages, until full accord and satisfaction has been paid over to the Secured Party (Paid in Full)."

15. Each of the financing statements purportedly has been assigned to one of Defendants.

16. On or about October 24, 1994; October 18, 1994; and November 29, 1994, Defendants filed or arranged to be filed with the Texas Secretary of State certain amendments to the financing statements numbers 94176357, 94176358, and 94176359, respectively. As part of each of these amendments, Defendants filed or caused to be filed certain "commercial liens," numbers 94728052, 94724855, and 94732510, respectively.

17. Each of the "commercial liens" purports to place a lien in the amount of \$1 billion on the real and personal property of Plaintiffs, "wherever situated in any Country, State, County, Town or City." Each of the "commercial liens" is signed by one of the Defendants as "lien creditor."

CAUSES OF ACTION
COUNT ONE: DECLARATORY JUDGMENT

18. Plaintiffs incorporate by reference paragraphs 1 - 17 herein.

19. Plaintiffs' rights, status, and other legal relations have been affected by Texas Business and Commerce Code, sections 9.201, 9.203, and 9.402 in that the security agreements, financing statements, and "commercial liens" filed by each of the Defendants purport to be valid under sections 9.201, 9.203, and 9.402, but each is invalid and fraudulent.

20. None of the Defendants have valid security interests in any of Plaintiffs' assets because the requirements of §§ 9.203 and 9.402 have not been met to create either an enforceable security interest, sufficient financing statement, or a valid lien.

21. Plaintiff's request that the Court declare that none of Defendants have a valid security interest in any of the assets of any of Plaintiffs.

22. Plaintiff's request that the Court declare that each of the financing statements filed by Defendants, each of which was subsequently assigned to another of Defendants, and each of the "commercial liens" does not comply with the Texas Business and Commerce Code, including sections 9.201, 9.203, and 9.402, and is invalid.

23. Plaintiffs have retained the undersigned attorney to represent them in this action and have agreed to pay the firm reasonable and necessary attorney's fees. Pursuant to Tex. Civ. Prac. & Rem. Code §37.009, Plaintiffs are entitled to their costs and reasonable and necessary attorney fees related to this proceeding under the Declaratory Judgments Act.

COUNT TWO
MANDATORY INJUNCTION

24. Plaintiffs incorporate by reference paragraphs 1 - 23 herein.

25. Defendants' actions in filing invalid and fraudulent financing statements and liens against Plaintiffs' assets has caused continuing and irreparable harm to the business and reputations of Plaintiffs.

26. As a result of the actions of Defendants, Plaintiffs are threatened with the immediate loss of business. Plaintiffs have suffered and will continue to suffer injury to their business and reputation as a result of the cloud on the title to Plaintiffs' assets. Plaintiffs have no adequate remedy at law to address the harm and damages caused by Defendants.

27. Plaintiffs request that, to address completely and appropriately the harm caused by the filing of the financing statements and "commercial liens," the Court issue a mandatory injunction requiring Defendants to file termination statements with respect to each of the financing statements numbers 94176357, 94176358, and 94176359; requiring Defendants to file releases of the "commercial liens" numbers 94728052, 94724855, and 94732510; and requiring

Defendants to disclose the filing of, number, and place of filing of all "financing statements," "amendments of financing statements," and "commercial liens," in whatever form, which any of Defendants has filed against any of Plaintiffs.

28. Plaintiffs are entitled to injunctive relief because, absent such relief, they will suffer irreparable injury for which there is no adequate remedy at law between the time of the hearing on the injunction and final trial. It is likely that Plaintiffs will prevail at a trial on the merits because Defendants can show no basis in law for filing a UCC-1 financing statement, or any lien based thereon, when no consensual security agreement exists.

COUNT THREE
TORTIOUS INTERFERENCE WITH ECONOMIC RELATIONS

29. Plaintiffs incorporate by reference paragraphs 1 - 28 herein.

30. Subsequent to the filing of the financing statements and "commercial liens," Plaintiffs attempted to conduct business in Dallas County.

31. Defendants' actions in filing the invalid and fraudulent financing statements and liens have interfered or are calculated to interfere with Plaintiffs' business relationships.

32. Defendants' actions in filing and failing to release the financing statements and liens have caused Plaintiffs damages in excess of the minimum jurisdictional limits of this Court. In addition, the activities of Defendants as set forth herein were aggravated by the kind of willfulness, wantonness and malice for which the law allows the imposition of exemplary damages. Defendants' activities were undertaken knowingly, willfully and intentionally, without justification or excuse, and they acted with gross indifference to the rights of Plaintiffs. Accordingly, Plaintiffs seek punitive damages from Defendants.

COUNT FOUR
ATTORNEY'S FEES

33. Plaintiffs incorporate by reference paragraphs 1 - 36 herein.

34. Pursuant to Tex. Civ. Prac. & Rem. Code § 37.009, Plaintiffs are entitled to recover their reasonable and necessary attorney's fees expended in this matter.

WHEREFORE, Plaintiffs Belo, WFAA, Decherd and Williams pray that Defendants each be cited to appear and answer herein and that after such time the Court grant relief to them as follows:

1. A declaration that no valid and enforceable security agreement exists between any of the Defendants and any of Plaintiffs;
2. A declaration that each of financing statements 94176357, 94176358, and 94176359 filed against the Plaintiffs is invalid and fraudulent;
3. A declaration that no valid and enforceable lien in favor of any of Defendants exists on any property of Plaintiffs;
4. A declaration that each of liens 94728052, 94724855, and 94732510 filed against Plaintiffs is invalid and fraudulent;
5. A declaration that Plaintiffs are entitled to statutory and common law damages as a result of the wrongful filings;
6. A declaration that Plaintiffs are entitled to their costs in this action and their reasonable and necessary attorney's fees incurred;
7. A declaration that the judgment entered in this cause be filed of record with the Texas Secretary of State;

8. A permanent, mandatory injunction requiring Defendants to file termination statements as to financing statement numbers 94176357, 94176358, and 94176359; requiring Defendants to file releases as to "commercial liens" numbers 94728052, 94724855, and 94732510; and requiring Defendants to disclose the filing of, number, and place of filing of all "financing statements," "amendments of financing statements," and "commercial liens," in whatever form, which any of Defendants has filed against any of Plaintiffs.

9. Judgment against Defendants for Actual damages incurred;
10. Exemplary damages;
11. Prejudgment interest at the maximum rate allowed by law; and
12. Such other and further relief that justice may require.

Respectfully submitted,

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