

CAUSE NO. 236-313994-19

glenn winningham; house of fearn	§	
a man, Demandant	§	IN THE [de facto] DISTRICT COURT
vs.	§	[foreign] <u>236th</u> JUDICIAL DISTRICT
Timothy C Graham, Euless Police	§	
Edgar L. Hurtado, Police Supervisor	§	[foreign] TARRANT COUNTY, TEXAS
Michael R Collingwood, Euless Police	§	
Michael Brown, Euless Chief of Police	§	
Lacy Britton, Euless Magistrate	§	
Stacy White, Coward Prosecutor	§	
Echols-Kirksey, A, Euless Jailor	§	
V Nilson, Euless Jailor	§	
Linda Martin, Euless Mayor	§	
Ken Paxton, Texas Attorney	§	
with the rank of general	§	
Deer Park Cash Cow, LLC	§	
John Mc Bryde, (bought and paid for)	§	
Clerk masquerading as a Judge	§	
Erin Nealy Cox, US Attorney	§	
Tarrant County Sheriff's Office	§	
Sharen Wilson, Tarrant County DA	§	
GLENN WINNINGHAM FEARN,	§	
cestui que trust	§	
Wrongdoers	§	

Simulating a Legal Process

IN THE NAME AND BY AUTHORITY OF THE STATE OF TEXAS

As a direct descendant of the founders of the Constitution for the United States of America (Supreme Law of the land) and as one of "the Posterity" found in the preamble, by right of blood, I hereby declare;

Ashley Dierker is a Partner in the law firm Taylor Olsen Adkins Sralla Elam, LLP, of which Wayne K Olsen is also a Founding Partner, that represents the City of Euless, and a BAR member and deemed to know the law.

"Officers of the court have no immunity, when violating a constitutional right, for they are deemed to know the law." Owens v Independence 100 S.C.T. 1398 (Ezra 7:23-26)

Ashley Dierker knows that properly applying the facts to the law is NOT discretionary (*Walker v Packer, 827 S.W.2d 833, 840 (Tex. 1992)*) and misapplying the facts to the law in a matter is an abuse of discretion and Official Oppression.

I have reason to believe and do believe that Ashley Dierker, is simulating a Legal Process in violation of Texas Penal Code Section 32.48 Simulating a Legal Process

(a) A person commits an offense if the person recklessly causes to be delivered to another any document that simulates a summons, complaint, judgment, or other court process with the intent to:

- (1) induce payment of a claim from another person; or
- (2) cause another to:
 - (A) submit to the putative authority of the document; or
 - (B) take any action or refrain from taking any action in response to the document, in compliance with the document, or on the basis of the document.

(b) Proof that the document was mailed to any person with the intent that it be forwarded to the intended recipient is a sufficient showing that the document was delivered.

(c) It is not a defense to prosecution under this section that the simulating document:

- (1) states that it is not legal process; or
- (2) purports to have been issued or authorized by a person or entity who did not have lawful authority to issue or authorize the document.

(d) If it is shown on the trial of an offense under this section that the simulating document was filed with, presented to, or delivered to a clerk of a court or an employee of a clerk of a court created or established under the constitution or laws of this state, there is a rebuttable presumption that the document was delivered with the intent described by Subsection (a).

(e) Except as provided by Subsection (f), an offense under this section is a Class A misdemeanor.

(f) If it is shown on the trial of an offense under this section that the defendant has previously been convicted of a violation of this section, the offense is a state jail felony. Texas Penal Code Sec. 32.48.

Simulating Legal Process

in support of their Criminal Street Gang

Sec. 71.01. DEFINITIONS. In this chapter,

(a) "Combination" means three or more persons who collaborate in carrying on criminal activities, although:

- (1) participants may not know each other's identity;
- (2) membership in the combination may change from time to time; and
- (3) participants may stand in a wholesaler-retailer or other arm's-length relationship in illicit distribution operations.

(b) "Conspires to commit" means that a person agrees with one or more persons that they or one or more of them engage in conduct that would constitute the offense and that person and one or more of them perform an overt act in pursuance of the agreement. An agreement constituting conspiring to commit may be inferred from the acts of the parties.

(c) "Profits" means property constituting or derived from any proceeds obtained, directly or indirectly, from an offense listed in Section [71.02](#).

(d) "Criminal street gang" means three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

because Civil Law, Roman Law Municipal Law, and Roman Civil Law are convertible phrases

"Civil Law," "Roman Law," and "Roman Civil Law" are convertible phrases, meaning the same system of jurisprudence. That rule of action which every particular nation, commonwealth, or city has established peculiarly for itself; more properly called "municipal" law, to distinguish it from the "law of nature," and from international law. See Bowyer, Mod. Civil Law, 19; Sevier v. Riley, 189 Cal. 170, 244 P. 323, 325" Black's Law Dictionary, Revised 4th Edition, page 312 [emphasis added]

and there is a maxim of Roman Law

Let him who is willing to be deceived be deceived

and they lie and cheat and steal and engage in fraud and deception when they criminally convert your name into GLENN WINNINGHAM FEARN (in my case) which is a Roman Cult cestui que trust

"Yet still it was found difficult to set bounds to ecclesiastical ingenuity; for when they were driven out of all their former holds, they devised a new method of conveyance, by which the lands were granted, not to themselves directly, but to nominal feoffees to the use of the religious houses; thus distinguishing between the possession and the use, and receiving the actual profits, while the seisin of the lands remained in the nominal feoffee, who was held by the courts of equity (then under the direction of the clergy) to be bound in conscience to account [taxes] to his cestui que use for the rents and emoluments of the estate: and it is to these inventions that our practitioners are indebted for the introduction of uses and trusts, the foundation of modern conveyancing." Tomlins Law Dictionary 1835 edition, Volume 2 under the definition of Mortmain [emphasis added]

under the Code of Law for the District of Columbia

"Chap. 854. – An Act to establish a code of law for the District of Columbia." which was Approved on March 3, 1901, by the Fifty-Sixth Congress, Session II, at 31 Stat. 1189, and at 2, where it says; "And be it further enacted, That in the interpretation and construction of said code the following rules shall be observed namely:...

"Third. The word "person" shall be held to apply to partnerships and corporations, ...", [emphasis added]

"The Legal Estate to be in Cestui Que Use" Chapter Fifty-Six in Sec. 1617, at 31 Stat. 1432

and they presume you are dead

Chapter three – Absence for Seven Years, in Sec. 252, at 31 Stat. 1230, where it says; "SEC. 252. PRESUMPTION OF DEATH. - If any person shall leave his domicile without any known intention of changing the same, and shall not return or be heard from for seven years from the time of his so leaving, he shall be presumed to be dead, in any case wherein his death shall come in question, unless proof be made that he was alive within that time.,

and they lie and cheat and steal and engage in fraud and deception when they forge your signature onto a quasi contract

"Assumpsit -In its origin an action of tort, [assumpsit] was soon transformed into an action of contract, becoming afterwards a remedy where there was neither tort nor contract. Based at first only upon an express promise, it was afterwards supported upon an implied promise, and even upon a fictitious promise. Introduced as a special manifestation of the action on the case, it soon acquired the dignity of a distinct form of action, which superseded Debt, became concurrent with Account, with Case upon a bailment, a warranty, and bills of exchange, and competed with Equity in the case of the essentially equitable quasi-contracts growing out of the principle of unjust enrichment. Surely, it would be hard to find a better illustration of the flexibility and power of self-development of the Common Law." James Barr Ames, "The History of Assumpsit," in 3 Select Essays in Anglo-American Legal History 298 (1909)." Black's Law Dictionary, 8th Edition, page 379

"Both in Roman and English law there are certain obligations which were not in truth contractual, but which the law treats as IF they were. They are contractual in law, but not in fact, being the subject-matter of a fictitious extension of the sphere of contract to cover obligations which do not in reality fall within it." Salmond, Salmond on Jurisprudence, p. 642 (9th Edition, 1937, Sweet & Maxwell, Ltd. England)

which is based solely on the Roman Cult cestui que trust

"Constructive/quasi contracts are based solely upon a legal fiction or fiction of law." Hill v. Waxberg, 237 F.2d 936

where they assault you with some of their so-called "benefits"

"It is a well settled rule of law that he who seeks benefits of contract must also assume burdens." Higgins v. Monckton (1938), 28 C.A.2d 723, 83 P.2d 516

"Voluntary acceptance of benefit of transaction is equivalent to consent to all obligations arising from it, so far as facts are known, or ought to be known, to person accepting." Northern Assurance Co. v. Stout (1911), 16 C.A. 548, 117 P. 617

"A quasi contractual action presupposes acceptance and retention of a benefit by one party with full appreciation of the facts, under circumstances making it inequitable for him to retain the benefit without payment of its reasonable value." Major-Blakeney Co. v. Jenkins (1953), 121 C.A.2d 325, 263 P.2d 655, hear den.; Townsend Pierson, Inc. v. Holly-Coleman Co. (1960), 178 C.A.2d 373, 2 Cal. Rptr. 812. [emphasis added]

under their "equity",

"In doing this, I shall have occasion incidentally to evince, how true it is that States and Governments were made for man, and, at the same time, how true it is that his creatures and servants have first deceived, next vilified, and, at last oppressed their master and maker." Chisholm v Georgia, 2 Dal. 419 at p 455

"A state like a merchant makes a contract. A dishonest state, like a dishonest merchant willfully refuses to discharge it." Chisholm v Georgia, 2 Dal. 419 at p 456

and they lie and cheat and steal and engage in fraud and deception with their fake color of law warrant called a capias

"A capias is NOT a "Warrant of Arrest,"...." Knox v State, 586 S.W. 2d 504, 506 (Tex.Crim.App. 1979).

which is a debt instrument

"CAPIAS AD SATISFACIENDUM (shortly termed a CA. SA.) A judicial writ of execution which issues out on the record of a Judgment, where there is a recovery in the courts..., of debt, damages, &c. And by this writ the sheriff is commanded to take the body of the defendant in execution, and him safely to keep, so that he have his body in court at the return of the writ, to satisfy the plaintiff his debt and damages. Vide 1 Litt Abr. 249." Tomlin's Law Dictionary 1835 Edition

and Olsen is required to know that all of the so-called warrants were for Class C Misdemeanors which is punishable by fine ONLY

"(e) An offense under this section is a Class "C" misdemeanor if the offense for which the actor's appearance is required is punishable by fine only." Texas Penal Code § 38.10 Bail Jumping and Failure to Appear [emphasis added]

"(c) Conviction of a Class C misdemeanor does not impose any legal disability or disadvantage," Texas Penal Code § 12.03 Classification of Misdemeanor

"An individual adjudged guilty of a Class "C" misdemeanor shall be punished by fine only, not to exceed \$500." Texas Penal Code § 12.23 Class (C) Misdemeanors

and they are required to know that an arrest warrant may NOT be issued for any civil penalty

"(a) If the owner of the motor vehicle fails to timely pay the amount of the civil penalty imposed against the owner: (1) an arrest warrant may NOT be issued for the owner; & (2) the imposition of the civil penalty may not be recorded on the owner's driving record." Texas Transportation Code § 707.019 Failure to Pay Civil Penalty [emphasis added]

and they are required to know that a crime is defined as an offense punishable by confinement

"(5) Crime means (A) a misdemeanor punishable by confinement (jail); or (B) a felony

(6) "DEFENDANT" means a person accused of a crime" Texas Government Code § 79.001 Definitions

which means a Class C Misdemeanor is a civil matter, and they are required to know that the Ninth Circuit Court of Appeals (citing cases from the U.S. Supreme Court, Fifth, Seventh, Eighth and Ninth Circuits) held that

"by definition, probable cause to arrest can only exist in relation to criminal conduct: civil disputes cannot give rise to probable cause; Paff v. Kaltenbach, 204 F.3d 425, 435 (3rd Cir. 2000)

that requires them to have jurisdiction,

"In this chapter: (1) "Capias" means a writ that is: (A) issued by a court having jurisdiction of a case after judgment and sentence; and (B) directed "To any peace officer of the State of Texas" and commanding the officer to arrest a person convicted of an offense and bring the arrested person before that court immediately or on a day or at a term stated in the writ.

(2) "Capias pro fine" means a writ that is:

(A) issued by a court having jurisdiction of a case after judgment and sentence for unpaid fines and costs; and

(B) directed "To any peace officer of the State of Texas" and commanding the officer to arrest a person convicted of an offense and bring the arrested person before that court immediately." Texas Code of Criminal Procedure Article 43.015 Definitions

and they lie and cheat and steal and engage in fraud and deception where the so-called Judge is actually a (bought and paid for) Clerk masquerading as a Judge

"When acting to enforce a statute and its subsequent amendments to the present date, the judge of the municipal court is acting as an administrative officer and not in a judicial capacity; courts administering or enforcing statutes do not act judicially, but merely ministerially....but merely act as an extension as an agent for the involved agency -- but only in a "ministerial" and not a "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464 [emphasis added]

"...judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..." K.C. Davis, ADMIN. LAW, Ch. 1 (CTP. West's 1965 Ed.)

"It is the accepted rule, not only in state courts, but, of the federal courts as well, that when a judge is enforcing administrative law they are described as mere 'extensions of the administrative agency for superior reviewing purposes' as a ministerial clerk for an agency..." 30 Cal 596; 167 Cal 762

and (bought and paid for Clerks masquerading as Judges are not competent to do anything judicial, like issue Warrants, or Orders

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

and they routinely deny due process by failing to provide an Examining Trial

"After the examining trial has been had, the judge shall make an order committing the defendant to the jail of the proper county, discharging him or admitting him to bail, as the law and facts of the case may require. Failure of the judge to make or enter an order within 48 hours after the examining trial has been completed operates as a finding of no probable cause and the accused shall be discharged." Art. 16.17. Decision of Judge, Texas Code of Criminal Procedure

and the (bought and paid for Clerk, Wayland for Grapevine, Murphy, for Bedford, Britton for Euless, McCoy for Tarrant County, DelCarmen for Colleyville, Hudman for Azle, Duong for Colleyville, Rogers for Fort Worth, Lane for Lake Worth, and Bass for North Richland Hills forges the Demandant's signature onto a bond under 17 CFR § 240.15c2-12, and are demanding fake money / military scrip / Federal Reserve Notes / Forced Loans in the form of revenue for their criminal corporations City of Grapevine,

City of Bedford, City of Euless, County of Tarrant, City of Colleyville, City of Azle, City of Fort Worth, City of Lake Worth, City of North Richland Hills and their Police Courts under their military dictatorship, and Graham is demanding military scrip / Federal Reserve Notes in the form of revenue for The City of Euless and their Police Court knowing that they are demanding Military Scrip / Federal Reserve Notes on their Warrant letters making threats of arrest on which they are making threats of arrest demanding

\$282.00 for the "FMFR" Failure to Maintain Financial Responsibility, and

\$220.00 for the "Registration (no plate)" and

on each threat letter is says; "you may simply pay by credit card" which means it is fake money / Federal Reserve Notes / Military Scrip / Forced Loans, and they are required to know the Constitution for the United States is the Supreme Law of the Land,

This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding. Article VI, Clause 2, Constitution for the United States of America

and they are all required to know that Article 1, Section 10, Clause 1 of the Constitution for the United States of America says that ONLY gold or silver coin can be used in the payment of a debt

No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility. Constitution for the United States of America, Article 1, Section 10, Clause 1

but the (bought and paid for) Clerk masquerading as a Judge cannot ask for gold or silver coin because it is NOT in general circulation and has not been since 1964, and the (bought and paid for) clerk masquerading as Judge, has bonded the case by forging the Demandants signature onto a quasi-contract under Title 17 CFR § 240.15c2-12, and associated regulations, for revenue with Federal Reserve Notes which are intended for use in the District of Columbia ONLY under the Gold Reserve Act of 1934

SEC. 15. As used in this Act the term "United States" means the Government of the United States; the term "the continental United States" means the States of the United States the District of Columbia, and the Territory of Alaska; the term "currency of the United States " means currency which is legal tender in the United States, and includes United States notes, Treasury notes of 1890, gold certificates, silver certificates, Federal Reserve notes, and circulating notes of Federal Reserve banks and national banking associations ; Gold Reserve Act of 1934, 48 Stat. 344

so they can hold a show-trial and sell the Demandant into slavery under their so-called Thirteenth Amendment

Section 1. Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction.

Section 2. Congress shall have power to enforce this article by appropriate legislation. Thirteenth Amendment to the Constitution for the United States

by forcing the Demandant to work for their criminal corporations for nothing, which is slavery, with their fines to collect Federal Reserve Notes / military scrip / Forced Loans / fake money

"He [the prisoner] has as a consequence of his crime, not only forfeited his liberty but all his personal rights except those which the law in its humanity affords him. He is for the time being a slave of the state."
62 Va. (21 Gratt.) 790, 796 (1871)

which means they are all perjuring their Oath of Office to support and defend the Supreme Law of the land is bringing District of Columbia codes (*not exceeding ten miles square*) on the land of Texas in violation of Article 1, Section 8, clause 17

To exercise exclusive Legislation in all Cases whatsoever, over such District (not exceeding ten Miles square) as may, by Cession of particular States, and the Acceptance of Congress, become the Seat of 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, dock-Yards, and other needful Buildings Article 1, Section 8, Clause 17, Constitution for the United States of America

and they are all required to know that Congress ratified the International Covenant on Civil and Political Rights as Treaty 95-20, therefore it is the Supreme Law of the Land *This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding. Article VI, Clause 2, Constitution for the United States of America*

and they are all required to know that the International Covenant on Civil and Political Rights says;

- 1. All peoples have the right of self-determination. By virtue of that right they freely determine their political status and freely pursue their economic, social and cultural development.*
- 2. All peoples may, for their own ends, freely dispose of their natural wealth and resources without prejudice to any obligations arising out of international economic co-operation, based upon the principle of mutual benefit, and international law. In no case may a people be deprived of its own means of subsistence.*
- 3. The States Parties to the present Covenant, including those having responsibility for the administration of Non-Self-Governing and Trust Territories, shall promote the realization of the right of self-determination, and shall respect that right, in conformity with the provisions of the Charter of the United Nations.*
International Covenant on Civil and Political Rights, Article 1

therefore, the Demandant is the one who decides who he is, not some hired thug hired by international criminal corporations like the City of Euless, (Graham) not some (bought and paid for) Clerk masquerading as a Judge, (Britton) and NOT their BAR member ringleaders, Stacy White, Wayne K Olson, and all of them have ceased to represent the government

"An officer who acts in violation of the Constitution ceases to represent the government". Brookfield Const. Co. v. Stewart, 284 F. Supp. 94

but their first order of business is ALWAYS to get rid of their pesky little common law problem by orchestrating some sort of an emergency

There are 3 kinds of martial law

Full Martial Law

Declaration of Martial Law is issued, Troops put on the streets, Used only during War time, Used on foreign country or when actually invaded by foreign power or to put down an armed rebellion

Martial Law Proper

Law of the armed forces, When a captain tells a private what to do, Enforced by Courts Martial

Martial Law rule

Law of necessity and emergency. Allows the domestic use of martial law powers, Used during times of peace, Can continue for centuries during a military occupation
Ex Parte Milligan 4 Wall (71 U.S.) 2, 18 L.Ed. 281, p 302 Dyett v Turner 439 P2d 266 @ 269, 20 U2d 403 [1968] The Non-Ratification of the Fourteenth Amendment by Judge A.H. Ellett, Utah Supreme Court,

so they can impose their military dictatorship

"...statutes have been passed extending the courts of admiralty and vice-admiralty far beyond their ancient limits for depriving us the accustomed and inestimable privilege of trial by jury, in cases affecting both life and property.....to supersede the course of common law and instead thereof to publish and order the use and exercise of the law martial....;

..... and for altering fundamentally the form of government established by charter.

We saw the misery to which such despotism would reduce us." Causes and Necessity of Taking Up Arms (1775)

"We can't even begin to count the number of times Judges, Lawyers, and Statesmen have said:

"There isn't any common law anymore. It has been replaced by Statutes."

They would be more truthful if they said:

"There isn't any common-law any more, it has been replaced by martial law." Dyett v Turner 439 P2d 266 @ 269, 20 U2d 403 [1968] The Non-Ratification of the Fourteenth Amendment by Judge A.H. Ellett, Utah Supreme Court,

because at common law they would all get their necks stretched at the end of a common law rope

"If a man be found stealing any of his brethren of the children of Israel, and maketh merchandise of him, or selleth him ; then that thief shall die; and thou shalt put evil away from among you." Deuteronomy 24:7 King James Version

and they are all required to know that no Officer is authorized to enforce the Transportation Code, after their military Police Officers under instructions from their military Chief of Police, Mike Brown, and their BAR member handlers, Stacy White, and Wayne K Olson, stopped the Demandant for transportation code offenses like having a Republic of Texas plate on an automobile, expired registration, or speeding and their military Police are not authorized to enforce the Texas Transportation Code as evidenced by the email from the Tarrant County Sheriff Public Information Officer, a true copies of some warrant threat Letters, and email are attached hereto, all of each of which are incorporated herein by reference in their entirety, and the Demandant dialed 9-1-1 and the call went to their switchboard (as intended by Wayne K Olsen), and the Demandant demanded that the Tarrant County Sheriff come to the scene and they refused to get the Tarrant County Sheriff (as intended by Wayne K Olsen), and they dragged the Demandant into their torture chamber jail where they engaged in torture with their forced fingerprinting and forced feeding poisons (medical experiments) and forced identification, and aggravated kidnappings and aggravated assaults, and their threats, and their denials of due process all of which is for revenue for their criminal corporations, the City of Colleyville, the City of North Richland Hills, the City of Grapevine, the City of Lake Worth, the City of Bedford, the City of Euless, the City of Azle, and the City of Fort Worth, and Deer Park Cash Cow, LLC masquerading as State of Texas, and others.

AGAINST THE PEACE AND DIGNITY OF THE STATE.

VERIFICATION

I, glenn winningham; house of fearn, do affirm that all statements made herein are true and accurate, in all respects, to the best of my knowledge.

_____ Date	_____ L.S. glenn winningham; house of fearn with a Proper Mailing address (18 USC § 1342) of; General Post Office, ZIP CODE EXEMPT C/O 6340 Lake Worth Blvd., #437 Fort Worth, Texas [RR 76135] Non-Domestic Mail, Without the United States, Inc.
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As a Notary Public, I hereby certify that glenn winningham; house of fearn, who is known to me, appeared before me and after affirming, he executed the foregoing document on this the _____ day of May, in the year two thousand and twenty-two.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Notary Seal