

But; these Defendants here-in, have presented this court with Evidence, that, a “Counter-Complaint” has been Filed in the District Court of Midland County; where-under, the “Title to the Ownership & Rights of Possession” of this Real-Property, Is Now “In Question”. The well-settled case-law related to these sorts of Forcible Detainer cases, indicates clearly, that, Forcible Detainer Complaints are Not Allowed to move forward, when the “Title to the Real-Property Is In Question”; as it now is, in this case.

In the light most favorable to the Plaintiffs here-in, They May Have Only a “Security Interest”, In This Real-Property; & They Have No Complete Title, Which Mandates Inclusion of a “Prior Peaceable Possession”. This entire body of well-settle case-law, clearly establishes, that, such mere commercial, equitable, civil “Security Interests”, are Not Sufficient to En-Title Any Plaintiff to Invoke the Force of the State &/or County, so-as-to Apply Executive-Force to Transfer the Physical Possession of Real-Property; as the Plaintiffs in this case are so seeking.

And, on this ground alone, this Court should Rule in Our Favor, & Dismiss the Plaintiff’s Complaint. More argument on this “Prior Physical Possession” Vs “Security Interests” Point, is presented in these Defendants accompanying “Motion to Dismiss for Failure to State a Complaint upon which Relief can be Granted” Document, along with these primary Defendants two separate “Affidavits of Title of Possession” Documents; & also along with a copy of our exhaustive 55-page “Criminal Counter-Complaint” Document.

Here-under, we Defendants Deny this general Allegation, that Plaintiffs are adequately named to proceed in this court, in this manner; & that, their completion of certain statutory procedural steps, & various other actions, has now En-Titled Them, to invoke Procedures in this Court to Forcibly Transfer the “Physical Possession” of this Real-Property rom We Defendants & To Those Plaintiffs.

3: In their Paragraph-2, (aka: Romanized slave-trading jurisdictional indicator “II”); of their Forcible-Detainer Complaint, Legal-Fiction Corporation Plaintiff’s Bar-Member Attorney Jarrell, presents argument, that, his ambiguously-named plaintiff-clients, are “the owner of the subject property by virtue of a special warranty deed”. But plaintiffs Attorney Jarrell continues on, immediately, in his efforts to build support of that alleged “ownership”, by citing a previously alleged owner of a “foreclosure sale deed”, through whom another insanely ambiguously described legal-fiction corporation has allegedly “acquired the property as a result of the foreclosure of the lien created by the execution of a deed of trust by the defendants and Plaintiff’s predecessor”.

Those Words Are Criminally Bold-Faced Lies.

Neither current Plaintiff, not their predecessors-in-interest, ever “Acquired The Property”.

In their “Light Most Favorable” to them, they merely “Acquires a Security Interest In The Property”. They did Not Acquire “Full Legal Title” to the Property, which has been historically described similar as a “bundle of sticks”, with the singular stick of most importance there-in, being the En-Titlement of a “Title” derived from & through a “Prior Peaceable Possession”.

Here-under, we Defendants Deny both of these general Allegations, that these Plaintiffs are “the owner of the subject property”, or that they ever “Acquired the Property”. And because Plaintiffs Attorney Jarrell is Bold-Faced Lying to this Court, on these two important & fundamental points-of-law; here-under, their complaint against these named defendants should be dismissed.

4: In their last sentence in page 1 of their complaint, and transcending to the top of page two; Plaintiffs allege, that, these “Defendants ... were residing in said property prior to Plaintiff’s acquisition and continue(s) to reside in such property to the exclusion of Plaintiff’s ownership.

We Defendants Deny Three Allegations in this sentence, as follows:

1: We Deny that Plaintiffs Ever Gained “Acquisition” of this property, as explained previously.

2: We Deny that we Defendants “(Continue(s) to Reside in such Property”. We Deny this Allegation, because, as explained more fully in our accompanying documents, we Defendants were Brutally & Lawlessly Forced At Gun-Point to Vacate this Property, directly after the previous Abuse of Judicial-Process, where-under, this JoP Court was subjected to similar “Fraud on the Court”; & there-under, this Court Lawlessly Adjudicated in favor of these same Plaintiffs; & there-under, this Court previously Ordered Executive-Officers to Lawlessly Threaten Deadly Force, so-as-to intimidate us into Vacating this property.

Here-under, We Defendants have Not (paraphrased) “Continued to Resided in such Property”, for Multiple Years, (Insert number here). Here-under, Plaintiffs Attorney Jarrell is Again Lying to this Court on this important point; & this is Why we Defendants Deny this Allegation from him & his clients, the Plaintiffs.

3: In the very last portion of Plaintiff’s Attorney Jarrell’s quoted sentence here, he concludes by again alleging “Plaintiffs Ownership”, & that we Defendants have some-how caused some form of “Exclusion” there-from. We Defendants Deny Both points here, that there does some-how exist any legitimate “Plaintiff’s Ownership” of this real-property, or that we Defendants have some-how caused any “Exclusion” of them there-from.

5: In their next following & first complete 6-sentences, at the top of the second page of their complaint, Plaintiffs allege numerous points, all based on allegations that we Defendants are some-how in breach of the terms of a “Deed of Trust” document which we allegedly entered-into. That document, is, in essence, a contract; & well-settled law regarding all of these forms of contracts & trust documents, is that, they amount to “Legal Nullities”, & are “Not Enforceable”, when-ever the party seeking said enforcement has caused “Fraud” to become involved, or when there is “Un-Just Enrichment” involved, or when there are “Un-Equal Bargaining Positions” involved.

We Defendants named here-in, Deny the essence of these Five-Sentences; because precisely all three of these last named contract-nullifying conditions have manifested from the Plaintiffs involved in this case. Much more lengthy explanation of all of this is presented in the 55-page “Criminal Counter-Complaint” document, as previously submitted in-to this Court’s Record by we Defendants.

6: Plaintiffs conclude the first paragraph on the second & final page of their two-page complaint document, with their final sentence there-in, by alleging, that: “... defendants are wrongfully & willfully withholding said subject property from Plaintiff ...”.

We Defendants Deny that we are “... wrongfully & willfully withholding said subject property from Plaintiff ...”; for the reasons explained previously & in our accompanying documents.

7: Plaintiffs continue on in the final sentence of the first paragraph on the second page of their complaint document, by alleging, that: “... defendants should be adjudged guilty of forcible detainer ...”.

We Defendants Deny that we should be adjudged guilty of forcible detainer". We make this Denial based not only on the multitude of reasons cited previously here-in, & in our accompanying documents; but also, because, the technical wording of the Texas "Forcible Detainer" Statute is Not Properly Applicable in this case. Plaintiffs have Not Shown, that, those Specific Provisions of this Texas Statute are applicable in this case, &, with opportunity to more fully present argument on this point, we Defendants are fully prepared to rip this allegation to shreds also.

8: Plaintiffs conclude the final sentence of the first paragraph on the second page of their complaint, by alleging, that: "... Plaintiff should be restored possession of its property."

We Defendants Deny Both, that, the property involved in this dispute, is (paraphrased) "... Plaintiff(s) property"; or that those Plaintiffs "... should be restored possession of (this said) ... property." We make this Denial based on the multitude of reasons cited previously here-in, & in our accompanying documents.

9: In their Roman empirical/municipal slave-traders jurisdiction Latin numerical "Paragraph IV", aka "Paragraph 5"; Plaintiffs make the single concluding allegation, that: "All conditions precedent to Plaintiff's recovery of the possession of the property has occurred or been performed."

We Defendants Deny this general allegation from the Plaintiffs; all based on our arguments presented previously here-in, & in our accompanying documents.

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This concludes these Defendants general "Answer", to the allegations presented by the Plaintiffs, to this Court, & against us.

Here-under; the "Prayers" to the man-made Roman slave-traders municipal/civil statutory jurisdiction of this Court, should be Denied; & Judgement should be entered in this Court's Record, in favor of these Defendants.

Respectfully Submitted;

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