CHAPTER 1

THE DIRTY SECRET OF THE JUDICIAL BRANCH OF GOVERNMENT

WHY DOES A CITIZEN HAVE TO BE THE ONLY ONE TO TELL THE TRUTH IN OUR CIVIL COURT SYSTEM?

PERJURY IS NOT ENFORCED IN OUR CIVIL COURTS

This is another chapter on the 18th District Court of Arapahoe County system. The individuals involved are as follows:

District Judge Macrum, District Judge Levi, Chief District Judge Stuart, Senior Judge Parrish Retired, District Attorney Robert Gallagher, Mr. Ray Stewart and Mrs. Kay Stewart, Attorney Richard Hays, Richard Breithaupt, Martin Plank, Office owners of Stonehenge Owners Association. Joe Uhl. District Attorney of Arapahoe County James Peters and staff members, as follow: Tom Jackson, John Jordan, William W. Hood III,
Karen Meskis, Investigator Arapahoe County.

Case 95 CV 1982 Judge Macrum - was held on June 9, 1997.

The case involves a $50,000 security deposit on a Towne Office Unit 6 at Stonehenge at the Dam Towne Offices.

This money was owed to Jim Burneson from a sale lease back contract with Mr. Ray Stewart and Kay Stewart. (7211 Quintero Aurora CO 80016) Retired licensed surveyor. The defense attorney in this trial was Martin J. Plank, (son of an Appellant Judge Plank,) representing Mr. and Mrs. Stewarts in the first of three court trails. The Stewarts purchased Unit 6 at Stonehenge Towne Offices from Mr. Burneson which has a $50,000 security deposit which they refused to refund because they claimed it was never owed since it was fictitious.

The Plaintiff Jim Burneson's attorney was Richard Breithaupt. The trial was to obtain an order for the Stewarts to return the $50,000 security deposit to Jim Burneson after the lease was ended in this sale and lease back of the building. At end of this chapter there is a copy of Judge Macrum's Order to reduce the true sale price of the building from $250,000 to $200,000 based on the perjured testimony of the Stewarts.

The Stewarts were working with Mr. Joe Uhl to find a property in the price range of $250,000 to complete a tax free exchange.

Mr. Burneson agreed to sell Unit 6 Towne Office at Stonehenge at the Dam for $250,000 with a lease back and an option to repurchase the building for the original sales price of $250,000. At the closing, $200,000 was transferred in cash and the remaining $50,000 was held as a security deposit for the building.

For business reasons the lease was given up and Mr. Burneson moved out of the building. There remained the $50,000 security agreement which was due when the lease was ended. The Stewarts refused to return this security deposit so Mr. Burneson filed a lawsuit in 18th District Court, the case was held in Judge Macrum's Court. This is the second time Mr. Burneson would face Judge Macrum in litigation with the Stewarts.

Mr. Breithaupt presented Plaintiff's case with all documents from closing statements to filings with the state, sales tax numbers, exchange documents, sales contracts and other closing statements involving the tax free exchange all listing the sale price of $250,000.

Marty Plank delivers the defense which goes as follows: (Page 4, lines 22, transcript June 9th 1997.) "Miss Stewart testified that Mr. Burneson structured the terms of this agreement where he was the developer and owner of the building, that the Stewarts needed to find an exchange that could be closed so they would lose their time frame and losing that tax advantage window. Burneson wanted cash so they agreed on a quick closing and that the Stewarts paid $200,000 as an actual sales price for the property. The reason given to the Court by the Stewarts and Mr. Uhl (Joe Uhl did not testify the price was $200,000) is that since they had to float the offer through the other owners, they needed to fictitiously elevate or increase the price, make it unattractive, which they did, and, of course, that would be reflected in the $250,000 offer."

"Miss Stewart explained to the Court that if you read exhibit 4 and you read that last page 8 and 9 the way they treated it would be they credited a $50,000 deposit, Paragraph 6. It was fictitious"

On page 41, line 18; Mr. Stewarts testifies under oath "200,000 . The 50,000 could have been a hundred thousand, it could have been a half a million, it didn't make any difference because it was a fictitious number." Mr. Plank, "At whose suggestion did that price get set?" Mr. Stewart answered "Mr. Burneson." *All perjury by both witnesses was lead by Marty Plank.*

Mr. Plank knows this is a lie and later it will be proven.

This was all a lie perpetrated by both Ray and Kay Stewart which leads to perjury by their attorney Marty Plank, in legal terms it's called Suborn Perjury. This is a charge for grounds of disbarment when a lawyer leads his witness to knowingly testify perjury statements that are lies under oath in court.

I always thought that a licensed surveyor has to have ethics to perform his job but in the case of the Stewarts $50,000 was the price to lose their ethics along with their attorney Marty Plank.

The second point is, I, the Plaintiff, was the only person in the entire court room that didn't know the dirty little secret of our justice system. PERJURY IS NOT ENFORCED IN OUR CIVIL COURT SYSTEM. See Letter From Chief Judge Stuart attached. In summary, a civil judge doesn't have the authority to rule on a felony and perjury is a felony. The only one who can enforce perjury is the District Attorney where the crime was committed. (There is no record

of any District Attorney prosecuting a case of Perjury in a CIVIL Case in this state. That's EVER) THUS PERJURY IS NOT ENFORCED IN OUR CIVIL COURTS.

Judge Macrum states in his order Page 9, line 2 "The Court finds that Mr. Burneson's demeanor on the witness stand, His body language, led the Court to disbelieve his statements, not only what he said, But his language to the court is deceptive, to say the least, and unbelievable, and the court so finds. Judge Macrum ignores all the written documents of a sales price of $250,000 claiming Jim Burneson is lying in his court and believes the Stewarts perjury. Judge Macrum ordered the sales price to be changed to $200,000 and by doing so DENIED the $50,000 security deposit owed Mr. Burneson.

"Oh what a tangled web we weave, when first we practice to deceive." This case is not over.

The owners of Stonehenge Towne Offices learn of this court decision and the new price for Unit 6 is now $200,000 which they had signed off their right to purchase at $250,000. They of course felt cheated. So they file a lien on Unit six to be able to match this claimed new price of $200,000 and buy it from the Stewarts. The Stewarts have a problem now since they strongly stated under oath the sales price was $200,000 and said the $50,000 was fictitious number."

Review of Judge Macrum by Jim Burneson.

I noticed in two court hearings that Judge Macrum seems to decide within the first 30 minutes which way he will rule on a case. The rest of his court time is spent trying to steer the case to prove he's right in order to rule as HE previously decided. This method of deciding a verdict of a case is not justice. In this case the evidence both written and testified to screamed like a smoking gun the sales price was always $250,000 but the wrongful act of steering a court trial to reach the predetermined decision of the way Judge Macrum wants it to come out made the sales price based on the perjured testimony by Ray and Kay Stewart to be wrong at $200,000. . He is not impartial on any ruling but decidedly picks a side he likes and works to make it so during the entire trial. A judge is not supposed to be a prosecutor in a trial but Judge Macrum in his crusade for his idea of justice he is the prosecutor and judge a the same time. He also is known to have favorite law firms who have never lost in his court, no matter what the issues are. Homeowner Associations have never won in his court and the law firm of Winzenburg, Leff, Purvis & Payne has always won with very large legal fees awarded by Judge Macrum's court. ***This Judge needs to be removed from the bench when he is up for reelection. His rulings have long been an injustice to the public and a friend to lawyers by decisions and sizes of awarded legal fees.*** The Colorado court record system prevents a search of the past records based on rulings and names of lawyers winning the cases.

Case 98 CV 3285 Div 3 Judge Thomas C,. Levi May 15, 2000.

Robert Gallagher Jr. represents the Plaintiffs Ray and Kay Stewart who sued the owners of the Towne Offices at Stonehenge at the Dam to remove the lien on Unit 6. Mr. Gallagher Retired District Attorney of Arapahoe County, 28 years in office. He certainly knows perjury is not enforced in civil court since there is no record of his filing a case in 28 years.

Mr. Kevin Wein represents the Defendants (Stonehenge Owners) which was listed in the court documents under the name Edith E. Hutchinson et al. This way there will be no immediate reference to the Stonehenge Towne Office Project.

Judge Levi is known as the laziest District Judge in the 18th District Court. I believe he makes a court decision based on which side will take the least time to write.

Now the testimony is reversed by the Stewarts as both testify the sales price was always $250,000 and the $50,000 was not fictitious. All the same documents entered in Judge Macrum's court are reintroduced in Judge Levi's court to prove the sales price was $250,000 and all identified by the Stewarts as proof the true price is $250,000.

Stewarts now says Page 11, lines 8, "I think, along with that, that probably came up after a whole day of testimony and it was probably a flip answer because it didn't seem to make any difference what the amount was, that we would get credit for that."

Question by Mr. Gallagher "Okay, but once again, what was the sales price of the property?" Answer 250,000.

Question by Gallagher, "All right. And the 250,000 was paid by 200,000 cash or certified funds and a 50,000 credit Stewart's answer "That's Correct."

Question by Gallagher, "And the 50,000 credit was the security deposit?"

Question by Gallagher, " Did you file an income tax return for the year 1993?" Answer by Stewart. Yes we did.

Question by Gallagher; "94, 95, 96?" Answer by Stewart "Every year since then? Yes, Sir.

Question, "And as – did you depreciate this property on your income taxes?" Answer Yes, it has been.

Question by Gallagher; "And what figure did you give your accountant as purchase price?" Answer by Stewart "It was 250,000".

For the rest of the trial the Stewarts held to their answer that the purchase price was $250,000.

Judge Levi gives one of the most unbelievable decisions, unless you know his court history.

No one involved in this case mentioned the word Estoppel, but that's what Judge Levi used to rule against the owners of Stonehenge and in favor of the Stewarts. He claimed the Owners of the units didn't file their lawsuit within the time necessary to bring this case to trial. This isn't the first time Judge Levi has pulled the Estoppel method to get out of making a decision in a case. Review his past record and you will find one decision that went all the way to the Supreme Court. He loves using Estoppel to get out of tough decision especially when it involves his good friend the retired District attorney of 28 years.

Now that the Stewart's have told the truth in a second trial Jim Burneson files a lawsuit against the Stewarts for the $50,000 they lied about in Judge Macrum's Court

Case 99CV2067 Division 4 Chief Judge Stuart Arapahoe County July 25, 2000.

Richard Hays Attorney for Plaintiff Jim Burneson

Robert Gallagher Jr. Attorney for Defendants Ray and Kay Stewart.
During this trail Mr. Stewart tried to side step the word fictitious and why there was a difference between the two sale prices of the two trials. Kay Stewart tried to hang on to the difference between cash for $200,000 and a paper transfer of $50,000.

I believe the transcript from Chief Judge Stuart is the best description of what was exposed in this trial. The following is a scanned copy of Judge Stuart's Findings and Orders. This transcript is not long.

DISTRICT COURT, COUNTY OF ARAPAHOE, COLORADO

CASE NO. 99CV2067, DIVISION FOUR

REPORTER'S TRANSCRIPT

JAMES W. BURNESON,

Plaintiff,

v.

RAYMOND A. STEWART and KAY STEWART,

Defendants.

FOR THE DEFENDANT:

ROBERT S. GALLAGHER, JR., No. 2257
Attorney At Law

The Findings and Orders were entered in this matter Tuesday, July 25, 2000, by the HONORABLE KENNETH K. STUART, District Court Judge, in Division Four, Arapahoe County District Court, Arapahoe County Justice Center, 7325 South Potomac Street, Englewood, Colorado 80112.

The following are the Findings and Orders entered by the Court in this matter Tuesday, July 25, 2000, per James W. Burneson's request.

A P P E A R A N C E S

FOR THE PLAINTIFF: RICHARD S. HAYS, No. 2806
Attorney At Law

1 TUESDAY, JULY 25, 2000
2 P R O C E E D I N G S
3 (Whereupon, the following proceedings were held
4 in open court, with all parties except Defendant Kay
5 Stewart present:)
6 FINDINGS AND ORDERS
7 BY THE COURT:
8 The Court has reviewed the testimony and the
9 exhibits in this case, and now makes the following findings
10 and conclusions:
11 The facts are essentially undisputed. There was
12 a real estate transaction entered into in November 1993,
13 for a piece of commercial property in a -- a business
14 condominium at 12381 East Cornell Avenue, Unit 6, in
15 Aurora, Arapahoe County, Colorado; that real estate
16 transaction took place where the Plaintiff in this case,
17 Mr. Burneson, was the seller, and the Defendants were
18 ultimately the buyers. Mr. Burneson sold the property to
19 an intermediary corporation known as Rimfire; Rimfire then
20 turned around and sold it to the Defendants.
21 In addition to the sale transaction, there was a
22 lease entered into, also, in November 1993, admitted as
23 Exhibit 5, in which the Defendants, who were then the
24 owners of the property, leased the property to the
25 Plaintiff as the lessee. Some disputes arose concerning

1 the progress of the tenancy, and an earlier court case was
2 filed and litigated. A decision was reached as to some of
3 the issues in that earlier case. And the judge in that
4 earlier case bifurcated the proceedings, so that there was
5 a second trial in June of 1997, and that is the case that
6 is now at issue before the Court. At the end of that
7 particular -- well, strike that.
8 The purpose of that second trial, in June of
9 1997, was to deal with the issue of a $50,000 security
10 deposit. Specifically, Judge Macrum, in his ruling, which
11 was Exhibit 18, on Page 2, said that the purpose of the
12 trial was to -- concerned the disposition of a security
13 deposit. After hearing the evidence, the Judge made a
14 ruling, he then entered judgment in the case, essentially
15 just saying that judgment was the ruling he placed on the
16 record. He made some findings in that ruling that the
17 parties had signed a contract for $250,000; that $50,000
18 was denominated as a security deposit, but that $50,000 was
19 not exchanged in cash; that the actual cash paid by the
20 Stewarts as the purchasers was $200,000. Judge Macrum
21 found that the -- all the documents reflected that the
22 sales price was $250,000.
23 On Page 5, Judge Macrum found that the $200,000
24 was, quote, an actual sales price for the property, closed
25 quote. Starting at the bottom of Page 5, and going over to

1 Page 6, the judge -- trial judge concluded that it was the
2 joint intent of the parties to create a $50,000 fictitious
3 figure denoted as a security deposit, and that was
4 reflected in the documents, closed quote. The judge --
5 trial judge disbelieved the Plaintiff's testimony about a
6 $250,000 purchase price and a $50,000 security deposit.
7 On Page 7, the trial judge concluded there is no
8 $50,000 security deposit or $50,000 that's due and owing
9 from lessee to lessor, and the Court is disposing of that
10 $50,000 figure as contained in Paragraph 6 of the lease by
11 stating that it was a fiction, did not exist, period,
12 closed quote; that is the essence of the Court's judgment.
13 Having found that the $50,000 security deposit did not
14 exist, the Court never addressed the question of the
15 disposition of that security deposit.
16 After the 1997 trial, there was another case that
17 got filed, and there were some proceedings before the
18 Colorado Real Estate Commission for discipline of a sales
19 person. And the Defendants testified -- or provided
20 statements for those proceedings that the purchase price
21 was $250,000.
22 Before I get to their testimony in this trial, I
23 will very briefly recap the testimony that the parties
24 presented in 1997, at the June trial, that is the subject
25 of this case. In opening statement, the attorneys for the

1 Defendants argued that this case would show that the
2 purchase price had arbitrarily been set $50,000 higher than
3 it actually was in order to circumvent other people's right
4 of first refusal. He argued that the evidence would show
5 the purchase price was $200,000 and that there was no
6 security deposit. Mr. Uhl testified, in June of 1997, that
7 the Stewarts paid in actual cash $200,000, that the $50,000
8 security deposit was entered into the settlement sheets,
9 and there was no cash for the security deposit.
10 Mrs. Stewart, in June of '97, when asked "What amount did
11 you actually pay," she said, "We paid $200,000 for the
12 property, but there never was a payment of $50,000 as a
13 security deposit." She did admit that the documents showed
14 that the purchase price was $250,000. Mr. Stewart, in June
15 of '97, said that the transaction came about because they
16 needed to invest $200,000 in like property; he said that
17 the amount of the purchase price was $200,000; he said that
18 the $50,000 was a fictitious number -- that's on Page 41 of
19 that earlier transcript, Exhibit 16.
20 The testimony presented in this trial from
21 Mrs. Stewart was that they purchased the property for
22 $250,000; that there was a $50,000 credit; that that
23 $50,000 security deposit was real, and that she only
24 partially told the truth in her testimony. She said it
25 would not be fair to say that there was no $50,000 --

1 strike that.

2 Strike that completely.

3 She did testify that she had made a mistake in

4 her testimony, and that it was a serious mistake. She

5 further said that it would have been improper to say that

6 there was no security deposit. Mr. Uhl had been the

7 intermediary with Rimfire, he had drafted the lease that

8 was in question, and he put in the $50,000 as a security

9 deposit, he believed that $50,000 was part of the $250,000

10 transaction.

11 The attorney for the Plaintiff in 1997 testified

12 that the only issue at the trial was whether the $50,000

13 existed, and that the only evidence concerning a $200,000

14 purchase price was the testimony by the Stewarts.

15 Mr. Stewart testified that he knew the purchase

16 price was $250,000; that they did receive the $50,000

17 through the settlement credit; that they reported that

18 $50,000 on their income tax return in either 1993 or 1994

19 -- excuse me -- for 1993 or 1994; he said that the $50,000

20 was not a fictitious number, and he admitted that, in 1998,

21 they had filed the quiet title action saying that the

22 purchase price was $250,000.

23 And that's really, I guess, nearly all of the

24 relevant facts that I can pick from my notes at this point.

25 That's very straightforward. Legally, this question

1 becomes a lot different. The pleadings were not entirely
2 clear as to the theory under which the Plaintiff was
3 bringing this case. Suffice it to say that the Court has
4 concluded this case is being brought solely as an
5 independent equitable action to set aside a prior judgment.
6 The cases which set out the standards for an independent
7 equitable action in Colorado are Southeastern Colorado
8 Water v. Cache Creek -- Madam Reporter, that's C-a-c-h-e
9 Creek -- a 1993 Colorado Supreme Court case, found at 854
10 P.2d 167; that case restated the elements of an independent
11 action which had originally been found in Dudley v. Keller,
12 a 1974 Colorado Court of Appeals case, found at 521 P.2d
13 175.
14 Let me go through those elements as they relate
15 to the facts of this case. The elements of such a claim
16 are that there is a good defense to the alleged cause of
17 action on which the judgment is founded. In this
18 particular case, we're talking about a claim brought by the
19 Plaintiff, rather than a judgment against a Defendant. So,
20 when the Court of Appeals and the Supreme Court were
21 talking about a meritorious or good defense, we have to
22 look at that from the other side; was there a valid claim
23 brought in this case by the Plaintiff since judgment was
24 against the Plaintiff? And the answer is, yes, the
25 question before the Court, in 1997, was whether there was a

1 $50,000 security deposit; the Court concluded there was
2 not. All of the testimony presented at this point, both in
3 this trial as well as in the admissions by the Defendant
4 since that 1997 testimony, shows that there was good
5 reason -- good factual reason to believe that there was a
6 $50,000 security deposit, and therefore there was a
7 meritorious claim.
8 The next element is whether there was fraud,
9 accident, or mistake which prevented the Defendant in the
10 judgment from obtaining the benefit of his defense. Again,
11 we have to transpose that to relate to a claim by the -- by
12 the Plaintiff; so, it would be whether there was fraud,
13 accident, or mistake which prevented the Plaintiff from
14 obtaining the benefit of the meritorious claim. The Court
15 is satisfied that there was misleading testimony --
16 intentionally misleading testimony by the Defendants in the
17 1997 trial. The most significantly direct misleading
18 testimony was that of Mr. Stewart, where he said the amount
19 of the purchase price was $200,000 and that $50,000 was a
20 fictitious number.
21 I think the rest of the testimony actually was
22 relatively accurate. When Mrs. Stewart was asked, "What
23 did you pay for the property," she was correct they only
24 paid $200,000 in cash. The remaining $50,000 of the
25 purchase price was accounted for differently, that was

1 misleading. Even though the portion that she answered was
2 technically true, she said there never was a payment of
3 $50,000 as a security deposit. Again, that is technically
4 correct. The $50,000 was handled as a deposit on the lease
5 on paper and as a settlement sheet credit; it was not
6 physically actually paid the way it might have been if this
7 were solely a lease transaction and not a lease back as
8 part of a purchase transaction. All in all, when looking
9 at the testimony, the Court is satisfied that it was
10 misleading and it was intentionally misleading.
11 The next element is whether there was an absence
12 or fault -- absence of fault or negligence on the part
13 of -- in this case, the Plaintiff. Plaintiff had testified
14 as to the $250,000 transaction; he had introduced documents
15 which supported that conclusion; the Judge did not accept
16 that testimony. The Plaintiff did not mislead the Court,
17 did not contribute to the misrepresentations in any way.
18 The Plaintiff did not have fault, did not have negligence
19 in this case.
20 The next element is the absence of any adequate
21 remedy at law. In this case, the Plaintiff did have a
22 remedy at law at the time, and that was to appeal the
23 judgment of the trial court, which was clearly erroneous.
24 However, given the state of the evidence at the time, it
25 was not as clearly erroneous then as it is now. The Court

1 will not find that the Plaintiff is ineligible for an
2 equitable remedy simply because he did not appeal the
3 factual decision by the trial court. He apparently did
4 appeal some legal issue, and he was unsuccessful in his
5 appeal. At this point in time, there is no other remedy at
6 law other than the independent equitable action.
7 The ultimate question is the last element for an
8 independent equitable action -- it is actually the one
9 listed first by the appellate courts -- and that is whether
10 there is a judgment which ought not, in equity and good
11 conscience, be enforced. And this is where the case is
12 somewhat difficult. It was the Plaintiff's theory in that
13 earlier case that there was a $250,000 sale transaction,
14 with $200,000 paid in cash and $50,000 paid as a security
15 deposit. All the documents showed a $250,000 purchase
16 price. It was the Defendant's theory that the documents
17 showed a $250,000 purchase price, but that it was a
18 $200,000 transaction and that the $50,000 did not exist.
19 At the time, the Plaintiff knew, and he argued to the Court
20 that the Defendant's testimony was wrong. The judge did
21 not agree with the Plaintiff. The Defendants' testimony
22 was misleading, it was intentionally misleading, and there
23 apparently was no evidence to support the Judge's
24 conclusion other than the Defendants' testimony. It
25 therefore appears that the Judge, in all probability, would

1 have reached a different result had the Plaintiffs
2 testified differently about this transaction.
3When Mr. Stewart said, "This $50,000 was a
4 fictitious number," he was not accurate; that was false
5 testimony. He was correct that it was not an absolute
6 number, that it was an artificial number. When the
7 transaction is looked at as a whole, the security deposit
8 would be whatever amount the stated price the parties
9 agreed upon exceeded the $200,000 cash available to the
10 Stewarts. The parties could have agreed upon a smaller or
11 a larger number. However, the documents are all very clear
12 that the price they did agree upon was $250,000, and that
13 they agreed 50,000 of that would be a security deposit and
14 show up as a credit on the settlement sheets.
15 Since the Defendants intentionally misled the
16 Court, and their testimony was the sole basis for
17 contributing to a judgment which should not, in equity and
18 good conscience, be enforced, the Court finds in favor of
19 the Plaintiff on his request for equitable relief. The
20 Court will set aside the portion of the judgment entered in
21 Case 95CV1982, in June of 1997, which determined that there
22 was no $50,000 security deposit.
23 The Court further will conclude that as an
24 equitable remedy, and also under 13-17-102, the Plaintiff
25 is entitled to recover his attorney fees for the present

1 action which was needed in order to set aside the erroneous

2 1997 judgment.

Case No 99 CV 2067 Division 4 Judge Stuart

With all of this evidence of perjury by the Stewarts in three court transcripts Jim Burneson still didn't receive justice in the 18th District court of Arapahoe County.

He filed a complaint of perjury against the Stewarts with the then District Attorney James Peters. After a lengthy investigation the District attorney refused to prosecute the Stewarts with all the court transcripts as evidence.

Mr. Burneson then filed a complaint against the District Attorney for not prosecuting the Stewarts, which is the next case in the 18th District Court of Arapahoe.

The Public has the right to question a District Attorney's decision not to prosecute a case.

Case 01CV 1305 Division 5, 18th District Court of Arapahoe County

Plaintiff James W. Burneson
v.
Defendant Deputy District Attorney of Arapahoe County John Jordan.

For the Plaintiff Pro Se

For the Defendant William W. Hood III, Esq.

In this case Mr. Burneson subpoenaed Judge Levi to review the trial held in his court against the Stewarts for purchasing Unit 6 for $200,000 instead of the$250,000 as claimed by Mr. Burneson.

Judge Levi is giving testimony as a witness and not acting as a judge in a court trial. He is not granted immunity as a judge in his own courtroom when he is testifying as a witness in other trial. The summation of Judge Levi's testimony was he could not remember the trial. Judge Levi was asked to read a passage of the transcript of the trial and it elicited an answer that he could not remember anything about the trial even after reading any part of the transcript. (see page 14 through page 25. of the transcript of the trial held September 19, 2002 which is published on the Internet website www.court-house.com.)

At this point Judge Levi is committing perjury as a witness not as a judge. There are thousands of records of witnesses remembering what happened in a trial 2, 3 or more years after the trial. A judge is not a causal witness in a trial but the center of the action on going in a trial. As a witness who perjurers himself in a trial even a judge he is guilty of a felony and should be charged as committing a crime.

The testimony of Witness Investigator Karen Meskin is an example of dancing around the issues and trying not to remember anything that would make a case that she knew perjury had occurred. Her testimony can be read over the Internet at www.court-house.com. Starting on page 27.

The next witness is Mr. Tom Jackson whose testimony is the most telling of dancing around the issues and refusing at best to agree perjury in the opinion of Chief Judge Stuart had occurred. His testimony starts on page 47, 78 and 94. This testimony is worthy of being required of all law student to review on how to dance as a witness trying to hide a decision not to prosecute for perjury when everyone in the court room knows perjury has occurred.

POINT OF LAW. WHEN DOES THE STATUE OF LIMITATIONS START AND END?

Mr. Burneson claims the Stewarts both lied under oath in the trial in Judge Macrum's court dated June 9, 1997. Problem Judge Macrum in total error claimed Mr. Burneson perjured himself in his testimony and by his court's decision to accept the Perjured testimony of the Stewart's makes their testimony not perjury but the truth. This means the discovery of a crime for Statue of Limitations purposes cannot be dated as the true date it occurred in Judge Macrum's court in June 9th, 1997. Judge Macrum's ruling stands until reversed by Judge Stuart's decision then the true discovery as to a date a crime was committed was in Chief Judge Stuart's court when he ruled the Stewarts intentionally mislead Judge Macrum in their testimony that the $50,000 was fictitious and Chief Judge Stuart reversed Macrum's ruling from $200,000 sales price back to the sales price of $250,000. At that moment in time the crime of perjury was discovered and Mr. Burneson's charges against the Stewarts was within the time limits of the Statue of Limitations. *Judge Parrish in his ruling is in error in a later case to follow.*

A crime of perjury could not be claimed while Judge Macrum's ruling was in place that through his gross error claimed the wrong party was lying in his court and found in favor of the Stewarts who were committing perjury in his court all the time.

The following except from the trial in Judge Parrish's court is his ruling that found against Plaintiff Jim Burneson and for the Defendant the District Attorney James Peters.

Again you must remember everyone in this court room are lawyers except two persons; Jim Burneson and Karen Maistic who is an investigator for the Office of the District Attorney of Arapahoe County. Everyone knows perjury will not be enforced except the Plaintiff Jim Burneson. During this trial the defense stated many times the document speaks for it's self. This means after the trial the judge is supposed to read the document so it can speak. Judge Parrish did not spend the time to read the transcripts before giving this decision.

1 THE COURT: Well, I'm going to -- I'm going to make
2 a decision on this case at this time, and I'm going to do so without
3 reviewing with any further effort any of the evidence that's been
4 presented here today. And the reason I'm going to
5

6

7 do that is that the statute involved in this situation does not
8 contemplate any Judge or any Court making a decision as to
9 whether a crime was committed. Rather, the decision that this
10 Court must make is that as to whether or not the district
11 attorney's decision not to bring charges was made arbitrarily
12 or capriciously.
13 Now, there's a hint in that, that perhaps I should
14 review in more detail the matters that were brought to the
15 attention of the district attorney. But I'm going to decline to
16 do so, because I don't want to put myself in the position of
17 having the appearance that I am deciding that issue as to
18 whether or not perjury occurred.
19 What I need to decide is, based on the information
20 that was set forth and given to the district attorney's
21 office, based on that information, whether they acted
22 appropriately or whether they acted inappropriately,
23 arbitrarily, or capriciously.
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That which was brought to their attention are transcripts from trials in which the Stewarts' testimony varies from trial to trial; ultimately, a transcript from a trial in Judge Stuart's division, in which he makes a conclusion that Judge Macrum had been misled by the testimony of the Stewarts.

Other information was made available to the district attorney's office in addition to the transcripts. And the plaintiff in this proceeding did his ultimate best to

try to convince the district attorney's office that, in fact, a crime had been committed.

What did the district attorney's office do? They reviewed -- Ms. Meskis reviewed and made reports to the attorneys. Mr. Jackson reviewed and consulted with Mr. Jordan. There was other involvement then from the testimony that's been presented today. And at the initial proceeding, **it is** my determination that they did what they were supposed to do. They took the information that was presented to them. They took a citizen's complaint that a crime had been committed, and they investigated it.

I have often wondered, how on earth these hearings got to be procedurally the way they are. The statute says that the Court can require the district attorney to show cause why they did not act arbitrarily or capriciously. The cases, however,

say the burden is upon the citizen to prove that they did so. I don't understand that.

But be that as it may, I am finding in this case that the materials submitted in court, which is the same as the material that was submitted to the district attorney's office, or much of it is, was sufficient to have met the plaintiff's burden of coming forward in this proceeding to the point where there was a burden on the defendant to show that their action was not arbitrary or capricious.

And in that regard, I do make the conclusion that

1 their action in not filing and not prosecuting the Stewarts for
2 perjury was neither arbitrary nor capricious. I do so because I
3 have, in fact, reviewed, read, reviewed, and considered Judge
4 Stuart's -- the transcript of his ruling. And I find from that,
5 that although he believed that Judge Macrum had been misled, that
6 required him to grant the equitable relief of forming the
7 judgment that had been entered by Judge Macrum to conform to what
8 Judge Stuart believed the evidence was and that there had been a
9 misleading. That is not any determination that there had been
10 knowing false testimony presented to Judge Macrum.
11 Now, at one point in this hearing, we speculated as
12 to whether a violation of the oath to tell the whole truth by
13 not saying anything about something that was the truth could
14 be perjury. But the district attorney's review convinced them
15 that that was the situation, basically that the evidence was
16 in. And that although there may have been a slant to the
evidence, when you really analyze the actual question that had
17 been asked and the answer that had been given, that they had
18 no chance of succeeding with a criminal prosecution for
19 perjury of either the Stewarts or Mr. Olive.
20 And I think that under the separation of powers,
21 it's simply not appropriate for me to go any further than that and
22 say, but I think they were wrong, they should have done this. I
23 think that invades the prerogatives of the executive
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1 branch which I believe they're in. Maybe they're in the
2 judicial branch, I don't know. I don't think so. Anyway, I
3 know the Court can't tell them what to prosecute unless it
4 finds that they have acted arbitrarily or capriciously in
5 denying to prosecute, and I cannot reach that conclusion from
6 the evidence that has been, in fact, presented here in this
7 hearing.
8 And so the plaintiff's request for relief is going to
9 be denied. Under normal circumstances, I would say that that
10 suffices and that a minute order summarizing that signed by me
11 would be sufficient.
12 But, Mr. Burneson, do you have any feeling that you
13 might wish to appeal this decision?
14 THE PLAINTIFF: Your Honor, my --
15 THE COURT: If so, we need a little bit better than
16 that for purposes of going to a higher court. And if you do,
17 what you're going to need to do is to prepare or work with the
18 other side in preparing a written order for me to sign or simply
19 obtain the transcript of what I said and prepare an order that
20 says the attached transcript is the order of the Court.
21 THE PLAINTIFF: I will have to think on what my
22 actions will be in the future. I can't answer right now.
23 THE COURT: Sure. Sure. I am just telling you, I am
24 going to have the clerk of this Division Five prepare a
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1 minute order that sets forth basically that I made this oral
2 ruling and that I have denied your request, and I'm going to
3 sign that. I tell you that, because that will start the period
4 of time, once that signed order is signed and mailed to you, in
5 which you have to appeal this decision.
6 THE PLAINTIFF: Yes, sir.
7 THE COURT: And I believe that time frame is
8 45 days, but I'm not an expert on appellate procedure, and you
9 will be well advised to take immediate action to find out when
10 you have to start an appeal, if you wish to.
11 THE PLAINTIFF: Yes, sir. I've been there.
12 THE COURT: Okay. You know, let me just say, I have
13 to say I have some personal agreement with some of your
14 positions.
15 THE PLAINTIFF: Yes, sir.
16 THE COURT: And I do believe that there is perjury that
17 does happen in the civil -- and I can tell you that I had a case
18 that I personally referred to a district attorney for
19 investigation and prosecution of somebody who testified before
20 me for perjury. And nothing happened. And so I would agree with
21 you that it is not something that happens outside of in criminal
22 cases, especially when there's an acquittal. The DA's office
23 will often file perjury charges against witnesses who they
24 believe have lied. But when they are referred to them on civil
25 or domestic matters, it is not a high priority

in their offices, in my opinion.

1 But in this case, I would have to say, I was very
2 impressed with the level of involvement that they gave to your
3 complaint. And I will say that -- this is on the record but not
4 part of my decision -- I personally agreed with their decision.
5 Although I'm not saying -- I'm just saying that I think a
6 successful prosecution would have been exceedingly,
7 exceedingly difficult, and they made a judgment, which I
8 cannot say I disagree with.
9 But I do think that people -- and I do think that
10 lawyers do add to the problem. I think that lawyers have become so
11 combative, and so some lawyers have lost sight of what they're
12 really supposed to be doing, that they go beyond their ethical
13 bounds and do encourage people to say things that are not true or
14 do not take stern enough action to keep them from saying things
15 that are not true. So I have some
16 agreements with you. And I would like to see something happen and
17 have our system become one more of honesty and justice in
18 the courtroom rather than game playing and shading the answers
19 in testimony.
20 But be that as it may, we're not here for those
21 issues. And so that's -- that's what my decision is on your
22 case here. And thank you for being as orderly as you were, and
23 thank you for presenting this in a manner -- I know it doesn't
24 please you -- but in a manner that allowed me to get
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1 to it today and get it. In my opinion, I took the appropriate
2 approach when I rendered my decision.
3 THE PLAINTIFF: I had my day in court, Your Honor. THE
4 COURT: Okay. So I don't think there's anything else to do from
5 your standpoint, is there?
6 MR. HOOD: No, Your Honor. May my client be
7 released?
8 THE COURT: He's not going to jail today. Okay.
9 Another aside, because this wasn't part of the decision
10 either, I think that they're right on the statute of
11 limitations issue. I think that the statute starts to run
12 when you know that the testimony was false.
13 THE PLAINTIFF: But couldn't prove it?
14 THE COURT: That's the difficulty. And the thing I
15 thought I might say, and I will, is that this particular
16 proceeding shows a flaw in the system. Because if I'm right on
17 the statute of limitations, but had they acted arbitrarily and
18 capriciously, you would have been without a remedy. And I don't
19 know. I looked at the time line from when you filed your case
20 in court, and it took four or five months from when the original
21 judge -- this was filed in his division -- for him to disqualify
22 himself and nothing happened.
23 THE PLAINTIFF: That's right.
24 THE COURT: And to me, that is not what should have
25 happened. And secondly, I'm not so sure that the other judge

1 was correct in requiring you to proceed as a formal civil
2 action. I think the statute allows it to be -- proceed
3 informally, based on your complaint in a citizen-type
4 complaint, rather than a legal-type complaint. But I don't
5 know for sure.
THE PLAINTIFF: Right.
7 THE COURT: But in any event, if you're ever in this
8 position again, do not allow the Court to delay your cause as long
9 as this one was delayed. Demand to be heard as quickly as
possibly.
10 THE PLAINTIFF: I appreciate your opinion,
11 Your Honor. The difficulty I have is that anything under
12 twenty grand, you can't afford an attorney. If you can't do
13 it pro se, then you're in trouble.
14 THE COURT: Well, I tell you, pro se people who act in a
15 polite, professional manner get results better than lawyers do. At
16 least that was my experience.
17 THE PLAINTIFF: Right.
18 THE COURT: If you show up in a judge's office and you
19 don't swear and you don't curse and you don't yell and you just say,
20 "I need direction, if I'm wrong, please tell me," you'll get more
results than the lawyer will filing the papers. Okay.
21 THE PLAINTIFF: Yes, sir.
22 THE COURT: All right.
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2 MR. HOOD: Thank you, Your Honor.
3 THE PLAINTIFF: Thank you, Your Honor. (End of
4 proceedings.)
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11 REPORTER'S CERTIFICATE
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13 The above and foregoing is a true and partial
14 transcription of my stenotype notes taken in my capacity as
15 Official Reporter of Division Five, District Court,
16 Arapahoe County, Colorado, at the time and place above set
17 forth.
18 Dated at Centennial, Colorado, March 6, 2003.
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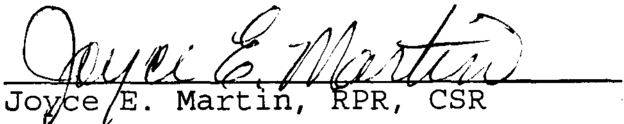

21 Joyce E. Martin, RPR, CSR
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How is it possible I was the only one in this court trial who didn't know the "Dirty secret Perjury is not enforced by the DA and here we are with the DA's staff committing Perjury by trying to hide the fact they will never prosecute perjury in a civil case.

EVERYONE IN THIS COURT ROOM WHO ARE LAWYERS OR INVESTIGATORS KNEW THE TRUTH WHICH WAS PERJURY WOULD NOT BE ENFORCED IN ANY CIVIL TRIAL IN THE STATE OF COLORADO.

Yet not one told Jim Burneson so the secret would not be reveled to the public. Jim Burneson is the symbol of the public's ignorance. Law schools don't even teach this dirty secret to the students. It just becomes know under the table by litigating lawyers from our state civil courts all the way to through the Federal Courts of our County.

WHY DOES THE PEASANTS OF OUR COUNTY BE THE ONLY ONES REQUIRED TO TELL THE TRUTH IN COURT WHEN THE STEWARTS AND THE RETIRED DA ROBERT GALLAGHER CAN LIE IN TWO COURTS????

ALL PRO SE COURT TRIALS WHERE PERJURY OCCURRED AND NOTHING WAS DONE TO CORRECT THIS WRONG AGAINST A PRO SE LITIGATE IS A MISS TRIAL.

THE REASON JIM BURNESON HAS LOST ALL OF HIS APPEALS TO THE APPELLANT COURT OF COLORADO AND THE SUPREME COURT OF COLORADO IS BECAUSE HE HAS CHALLENGED SUPREME COURT CHIEF JUSTICE MULLARKEY TO TELL THE PUBLIC ALL COURTS MUST ADVISE BOTH LITIGATES THAT PERJURY WILL NOT BE ENFORCED IN ANY TRIALS.

THIS ALSO MEANS ALL PAST TRIALS WHERE A PRO SE LITIGATE HAS NOT BEEN ADVISED BY THE JUDGE IN A PENDING TRIAL THAT PERJURY WILL NOT BE ENFORCED MEANS ALL TRIALS ARE MISTRIALS AND MUST BE REVERSED.

THIS DIRTY SECRET IS NOT GOING AWAY.

JIM BURNESON APPEAL THIS COURT CASE TO THE COLORADO APPELLANT COURT AND WAS DENIED THE APPEAL BECAUSE THE PROSECUTION IS AT THE SOLED DISCRETION OF DISTRICT ATTORNEY. SO NO ONE IS PROSECUTED AND THUS PERJURY IS NOT ENFORCE IN ANY CIVIL COURT CASE IN THE UNTIED STATES.

THE LAWYERS WILL CLAIM PERJURY IS TOO HARD TO PROVE AND PROSECUTION FOR PERJURY WOULD TIE UP THE COURTS. OF COURSE IF IT WERE A FELONY WHICH, RIGHT NOW IT IS NOT, AND ENFORCED THEN HALF THE COURT CASES WOULD BE DROPPED AND HALF THE JUDGES WOULD NOT BE NEEDED.

THIS WOULD ALSO MEAN LAWYERS WOULD SUFFER A MAJOR REDUCTION IN INCOME TO THE POINT OF BANKRUPTCY.

QUESTION; IS IT JUSTICE THE LAW INDUSTRY WANTS TO PROTECT OR THE LAWYER'S RIGHT TO COMMIT PERJURY TO MAKE A INCOME FROM OR COURT SYSTEM THAT REQUIRES ONLY THE PUBLIC CITIZENS TO TELL THE TRUTH IN COURT. I HAVE EVIDENCE OF LAWYERS AND JUDGES LYING IN COURT WHILE THE DEFENDANT DOESN'T KNOW HE CAN LIE TOO.

WHAT HAPPENS WHEN THE CITIZEN REFUSES TO TAKE THE OATH AS A WITNESS BECAUSE NO ONE ELSE IN COURT HAS TO ABIDE BY TELLING THE TRUTH?

This court decision was appealed to the Colorado Court of Appeals Case No 02CA2170 and it was denied by this court quoting the law District Attorneys has the right to decided what cases will be prosecuted. The Appellant Court of Colorado is also in on the dirty

secret that no DA will or has prosecuted a case of perjury in a civil court and thus the Appellant Court of Colorado has perjured itself to the citizens of Colorado.

WHERE AND WHEN WILL THIS DIRTY LIE BE DROPPED AND PERJURY BE REINSTITUTED AS A FELONY IN OUR CIVIL COURTS? IT HAS BEEN SAID THE FINAL CAUSE OF THE FALL OF ROME WAS WHEN THE JUSTICE SYSTEM STOPPED WORKING AND MONEY WAS SUBSTITUTED FOR JUSTICE.

The Special Prosecutor Fitzgerald said when announcing his decision to charge Skip ----- with committing perjury in a criminal case "TRUTH IS THE ENGINE THAT DRIVES OUR JUSTICE SYSTEM." MY QUESTION TO THE JUSTICE INDUSTRY IS WHAT ENGINE DRIVES OUR CIVIL SYSTEM? ANSWER MONEY NOT TRUTH ADMINISTERED BY INCOMPETENT JUDGES.

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