

Floyd, here are the receipts for the transactions between John Creeden and myself for the footage of John Keehan aka Count Dante.

This negotiation for the footage of Dante was between myself and John Creeden II for the sum of 1000.00 dollars. This footage was footage that was supposedly shot by Mr. Creeden. As you know the 1000.00 dollars was for two professional digital transfers from film to DVD. Then these copies were to be sent to you and I.

The first payment of 500.00 dollars was sent through Western Union on or about 4/11/07 to John Creeden III who at this time was acting in behalf of his father John Creeden II. The payment was picked up on 4/12/07 by John Creeden III. I was made to wait over a month for this footage as a ploy by John Creeden III to try and change the agreement between his father and I and to try and negotiate for more money. I was told by John Creeden the III that the transfer had been professionally done and he would finally send it thru the mail after which I would send 500.00 dollars. At this point he was still wanting 500.00 dollars more sighting the fact that he believed that they should get more money than Ashida Kim who they were told received 1000.00 for footage of his Kata Dante video. Claiming Ashida Kim was a fraud and they deserved more.

I received only 1 copy of a DVD from Creeden III (not two copies which is what the agreement was for) which was a copy of a video tape playing on a T.V. set not a digital transfer of original footage. It was then that I immediately called Creeden and told him that the footage that he sent was not a digital transfer like we had agreed and was not worth anything. He stated that that was what he had. On or about 5/21/07 I reluctantly sent the last payment of 500.00 dollars through Western Union for the footage. The transaction numbers for these transactions are verified through Western Union in statements provided by them.

No agreement was made as to use of the footage as he has claimed on one venue. He has also stated on YouTube that I signed a user agreement and then said I didn't on another website. He was told by me that I would use it as I saw fit since I purchased it. He just flat out sold me the footage and made no demands on how it was to be used.

It is my opinion that since I have proven that I purchased this footage, that it was legal and binding sale involving myself and the Creeden's or if it wasn't that they knowingly misrepresented themselves and sold footage belonging to someone else. In this case legal action can be taken. (It has come to my attention that Bill Aguair is claiming footage was stolen.) Either it was rightfully and legally sold by the Creedens and bought by me or they misrepresented their claim on the ownership and sold it without the actual owners knowledge or permission.

Barron Shepherd