



FEDERAL BUREAU OF INVESTIGATION

# **RYMUR**

## **(JONESTOWN)**

**LEGAL**  
**B-5**

**BUFILE:89-4286**  
**BULKY 2018**

SUBJECT RYMUR

FILE NUMBER BUFILE 89-4286

SECTION NUMBER

SERIALS BULKY 2018

TOTAL PAGES 653

PAGES RELEASED 627

EXEMPTION(S) USED b6 + b7c

B-5 LEGAL

TO CAROLYN LAYTON

cc Jean Brown  
+ Terry Buford

Law Office Report, No. 7 December 22, 1977 from June

1. Harold Cordell is resentful against Ed because Harold still says that despite Ed's advising there will be no capital gains tax due on the sale of West House. Harold believes there will be capital gains tax of \$15,000 or more. He thinks there will be capital gains tax due when the tax people catch on to the fact that the house was never deeded over to P.T. as a gift before it was sold; rather, it was sold directly from Cordell to the buyer. Harold brought the subject up again this week and was angry with Ed about it; he blames the whole thing on Ed. I suggest a detailed answer be written up by Ed/Sarah and sent back for Harold.

2. Notice of Revocation of Sales Tax Permit on P.T. and Truth Enterprises - in my report of 11/28, I asked that Maria K. have Tish send back the Board of Equalization reports filled out; later I sent over duplicate forms to be filled out and returned. We have now figured out (Harold and Betty) how to do it on this end so DONT BOTHER TO SEND US THE FORMS BACK. BUT, please explain the following:

- a. We understand the filing of the Board of Equalization tax forms each quarter for Truth Enterprises for publication's business; we are able to do this. WE DO NOT KNOW why tax forms were filed for Peoples Temple. Two Board of Equalization numbers were assigned, one for P.T.; one for Truth. The numbers represent the sales tax permits assigned to each corporation. Please tell us who uses the P.T. sales tax permit, and where Tish got the figures to submit to the Board of Equalization each quarter for P.T. We will be filing the quarterly reports for Truth and reinstate our sales tax permit, but we are unable to file a report for P.T. until we know where to get the figures from.

- b. Our operations now are in S.F. Should we transfer our sales tax permit to S.F.? This would involve filing quarterly reports with the S.F. Board of Equalization rather than the Ukiah office. Betty notes S.F. charges 1/2% more tax; this means that we would be paying more when we file our quarterly returns. Is it ok legally to stay with the Ukiah office when our operations are based in SF?

- c. For the third quarter, 1977, Tish filed a report with the Board of Equalization for P.T., saying "nothing to report" - why? The quarter before, she filed a report and showed total sales to be \$721.09 with an amount due of \$48.88.

2

Tish

CO OP acct  
Veteran  
nothing to report  
but keep open

Our "sales  
ops" is in  
Ukiah - sales  
person works  
from home  
open  
have to be open  
or "sell" corp  
members say  
state of Calif

Veteran  
acct only  
with Tish  
pulling for  
page 1

B-5-a(1)

Report on taxes - We have noticed an increase in the past few months of audits, adjustments, and inquiries into members federal income tax returns; and we have received notices from irs on some of our corporations concerning nonfiling of returns; we have discussed some of these with Bentzman. Some of the adjustments appear to be on people who may have turned in their returns to Tish when they were apostolic here in 75 and 76. Following is a summary:

- a. audits on people who itemized p.t. as church they contributed to, on their tax returns:

Inquiries started coming in around September 1977, and they all concern years 1975 or 1976. Ed is familiar with the process we have of responding to these inquiries; we send the letter direct to irs with a general estimate of contribution. Ed should be checked with for further explanation of the contents of the letter and why. None of the people that these inquiries were made on were apostolic; they all did their own returns and they all itemized p.t. as church they donated to. They are

1975; [redacted] 1976; [redacted]  
1975; [redacted] 1975; [redacted]  
1976; [redacted] 1976; and [redacted]  
1976.

(Our apprehension on receiving these inquiries may be over-reactive; I don't know whether Eva got a lot of these same inquiries over the years or if this is a new trend.

All these people are called in for interviews; they all are asked for these substantiating letters from the church. We have not heard anything yet about any adjustment made in their income tax due for the year audited.

- b. people who have already been audited and irs is sending out notices of \$ due because of error in filing:

In the past 4 months, we have received the following adjustments on people, all of whom are overseas. Harold wonders if possibly irs runs a check on people who travel to the mission, or maybe someone who left the church is turning these names in. I would be more inclined to agree with the first idea.

--We received a notice from irs for [redacted] that said in 1975 [redacted]

They take a position - & we have to disprove it with documentation - they charge error in filing - code this word - don't use on air - page 2 trigger a special listening computer.

B5-a(2)

memo to dad

For Person  
see Bonner  
Bick

(provided by the member)

What % of gross income are these figures?

Tish thinks so - see memo to gg

if w/ tax man, if due, then pay if taxable income

Neither is hitting the 90's - see memo to gg

b7C

b7C

b7C

check with a  
tax person to see if  
that owe this, and  
what would be the  
resulting on an  
annual payment.  
As long as they  
filed - so can  
problem - can  
send a letter  
with a  
check in  
Send notices  
immediately  
on these to Ed!  
Don't Pay!

---We received a notice from the Franchise Tax Board for [redacted] for 1975, that they owe [redacted]

---We received a notice from irs that [redacted] for the year 1974.

---We also received a notice from irs that [redacted] who is a nonmember, [redacted] for 1974.

---We also received a notice that irs has no record of income tax return filed by [redacted] for 1975.

---We received a notice from irs that [redacted] for 1976.

---We received a notice from irs that [redacted] for 1975.

---We received a notice from irs that [redacted] for 1975.

We are holding these, and we have discussed the pros and cons of paying or not paying. Our inclination would be to pay, excluding [redacted] who is nonmember; however, if the list continues to grow, the outlay of \$ is ridiculous. We would like for this to be discussed over there and see what your feelings are on it. Before we proceed to pay. What are the legal ramifications of not paying.

c. our corporations:

let Ed  
forget it.

Apostolic Corporation - the 1976 tax was paid, \$178, after consultation with Bentzman. Annual Statement by Domestic corporation, required by the secretary of state, has not been filed per Ed's instructions - he anticipated winding up and dissolving this corporation. The corporation still exists, though it is not in operation; all the officers are over there.

I am qualified to  
file the returns,  
but saying the  
out saying the  
(like the IRS letters)  
own books were stolen  
in May of 1976 so we  
don't have the figures.  
Maybe it would be  
better to wait to do  
this till they contact  
us again.

Peoples Temple - no tax due because nonprofit. 1977 annual Statement by Domestic corporation filed. But, Form 998, which is required by Franchise Tax Board to be filed by churches, was never filed in 1974, 1975 and 1976. In August the FTB sent us a letter asking for this to be done. Ed did not want to file it because it requires itemizing property holdings and income from property. As far as I know, this has never been filed.

~~all the~~  
~~76 + 77~~  
~~filed~~  
~~be done~~

all best  
76 + 77  
filed  
be done

~~all the~~  
~~76 + 77~~  
~~filed~~  
~~be done~~

## c. our corporations, continued:

Action Equality, Inc. - 1976 information statement never filed. Franchise Tax Board sent us a notice 12/9, see attached.

Peoples Forum, Inc. - 1976 income tax form never filed. FTB sent us a letter giving us til 12/21 to respond. Mildred talked to Bentzman and he sent a letter delaying and getting a continuance for us.

Truth Enterprises, Inc. - have not received any tax inquiries. At one time Ed wanted us to do filing of fictitious name statement, F.T. dba Truth. It was never filed by him, the forms are still in the file. I don't know if this makes any difference or if it should be done now or if it is too late now.

*Both we not used  
either we dissolve  
than which costs less  
money or let the  
charter go for  
get suspended by the  
non payment of tax  
which does not cost  
money. we don't  
need any extensions.*

*Jack agrees!  
let it drop  
don't dissolve*

*see 12/29 rept, #9.*

2. Irene Edwards - Attached is a notice from the IRS that they never received the employers quarterly federal tax return for the period ending 3/31/77, and for 6/30/77. Please have Irene Edwards sign both forms, at the pencilled X, and PLEASE SEND US ANY DIRECTIONS she can remember in filing quarterly returns for the rest home. Who were the employees? Were there any employees? The rest home was sold in April, so both of these forms need to be signed because she was technically still owner and operator til escrow closed.

Harold is as  
bookkeeper - list  
"nothing to report"  
on the form - ~~explained~~  
Business was operated  
by owner only & no longer  
had any outside help  
at this time - closed down  
business as could go rid  
of patients by transferring  
to other care homes

Department of the Treasury  
Internal Revenue Service

Request for Information about Tax Form

10-07-77

Identifying Number	
94-2183703	EDWA RV
01 7706 7739	7739 989
94-01-	
9401	.00
100000000	

IRENE EDWARDS  
EDWARDS REST HOME  
2708 21ST ST  
SAN FRANCISCO, CA 94110

4901

If address is not correct, please change

Dear Taxpayer:

We have no record of receiving your Form 941  
EMPLRS QTRLY FEDERAL TAX RETURN for the period ended  
06-30-77. We would appreciate help in locating your return and updating our records.

If you filed the form using a different name or identifying number than shown above, please complete Part I of this letter. If you are not required to file for the period in question, please complete Part II. Then return this letter to us, with the appropriate part filled in.

If you are liable for filing the form, but have not yet filed it, please do so within the next 2 weeks. Please attach this letter to the form and include payment for any tax due plus interest as provided by law (see enclosed Notice 394). You may also be liable for the penalties described on the back of this letter unless you had reasonable cause for the delay. If you believe you had reasonable cause for late filing and late payment (other than estimated tax), please explain under "Remarks".

You may disregard this letter if you filed within the last 2 weeks and used the name and identifying number shown above. If we find we need additional information to locate the form, we will contact you again.

The enclosed envelope is for your convenience. Thank you for your cooperation.

Sincerely yours,

Enclosures:  
Notice 394  
Envelope

Director, Service Center

PART I

Please enter information exactly as shown on the tax form you filed.  
Name and address on tax form

Employer identification number (business tax returns).

\_\_\_\_\_

Social security number (individual tax returns). If  
filed jointly, show both numbers.

Yours	_____
Spouse's	_____

Date filed	Tax period on form	Form number	If paid by check, enter endorsement date and number stamped on check
------------	--------------------	-------------	--

Please complete the signature area on the back of this letter.

Form 4901 (Rev. 10-76)

INTERNAL REVENUE SERVICE 4901  
TDI FUNCTION  
P.O. BOX 12566  
FRESNO, CA 93778

94-2183703 EDWA 01 7706  
.00

B-5-a(6)

**PART II**

**I DID NOT FILE THE FORM BECAUSE (CHECK APPLICABLE BLOCKS):**

- ☐ Income was less than the amount required for filing. (Please explain below, under "Remarks".)
- ☐ Business was closed on (Date) \_\_\_\_\_
- ☐ There were no employees after (Date) \_\_\_\_\_
- ☐ I am no longer liable for filing this form. (Please explain below, under "Remarks".)
- ☐ Other. (Please explain below, under "Remarks".)

**EXPLANATION OF PENALTY CHARGES**

The penalty for late filing is 5 percent a month (or part of a month) on any tax that is unpaid by the due date of the return, up to a maximum penalty of 25 percent of the unpaid tax.

The penalty for late payment of tax is computed from the due date of the return at 1/2 of 1 percent of the unpaid tax for each month or part of the month the tax remains unpaid. It cannot exceed 25 percent of the unpaid amount.

If both the late filing and late payment penalties apply for any month, the combination of the two is limited to 5 percent of the unpaid tax for that month.

The penalty rates for underpayment of estimated tax are shown on the enclosed Notice 394.

The penalty for late deposits is 5 percent of the amount of underpayment without regard to the time the underpayment continues. (This penalty does not apply to income tax returns.)

In addition to the penalties described above, exempt organizations may be liable for a penalty of \$10 a day for each day the required form is late and managers of private foundations may be liable for a penalty of \$10 a day for each day the annual report of a private foundation is late.

Remarks:

Signature	Title (business tax returns)	Telephone (with area code) Home: Business:	Date
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Form 4901 (Rev. 10-76)

*B-5-a(7)*

Department of the Treasury  
Internal Revenue Service

Request for Information about Tax Form

07-08-77

Identifying Number

94-2183703 EDWA RV  
01 7703 7726 7726 989  
94-01-  
9401 .00  
100000000

IRENE EDWARDS  
EDWARDS REST HOME  
2708 21ST ST  
SAN FRANCISCO, CA 94110

If address is not correct, please change

Dear Taxpayer:

We have no record of receiving your Form 941  
EMPLRS QRTLY FEDERAL TAX RETURN for the period ended  
03-31-77. We would appreciate help in locating your return and updating our records.

If you filed the form using a different name or identifying number than shown above, please complete Part I of this letter. If you are not required to file for the period in question, please complete Part II. Then return this letter to us, with the appropriate part filled in.

If you are liable for filing the form, but have not yet filed it, please do so within the next 2 weeks. Please attach this letter to the form and include payment for any tax due plus interest as provided by law (see enclosed Notice 394). You may also be liable for the penalties described on the back of this letter unless you had reasonable cause for the delay. If you believe you had reasonable cause for late filing and late payment (other than estimated tax), please explain under "Remarks".

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Sincerely yours,

Enclosures:  
Notice 394  
Envelope

Director, Service Center

PART I

Please enter information exactly as shown on the tax form you filed.

Name and address on tax form

Employer identification number (business tax returns).

\_\_\_\_\_

Social security number (individual tax returns). If

filed jointly, show both numbers.

Yours

Spouse's

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-

Date filed

Tax period on form

Form number

If paid by check, enter endorsement date and number stamped on check.

Please complete the signature area on the back of this letter.

Form 4901 (Rev. 10-76)

INTERNAL REVENUE SERVICE 4901  
TDI FUNCTION  
P.O. BOX 12566  
FRESNO, CA 93778

94-2183703 EDWA 01 7703  
.00

B-5-a (8)

PART II

I DID NOT FILE THE FORM BECAUSE (CHECK APPLICABLE BLOCKS):

- ☐ Income was less than the amount required for filing. (Please explain below, under "Remarks".)
- ☐ Business was closed on (Date) \_\_\_\_\_
- ☐ There were no employees after (Date) \_\_\_\_\_
- ☐ I am no longer liable for filing this form. (Please explain below, under "Remarks".)
- ☐ Other. (Please explain below, under "Remarks".)

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Remarks:

Signature	Title (business tax returns)	Telephone (with area code) Home: Business:	Date
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Form 4901 (Rev. 10-76)

B-5-a(19)H

1. Truth Enterprises, Inc.

We learned from Harold last night that the printing equipment downstairs, which we think is owned by Truth Enterprises corporation, is NOT insured. In April Ed asked Harold to insure the equipment, because although originally it had been decided to close down the corporation, for some reason this was changed and it was finally decided to keep Truth active, and since the printing equipment was still in use and would be, Ed wanted the equipment insured. Insurance would cover any incident where if someone from the outside came in to repair or service the equipment and had an injury in the process, or if there was a fire in the print shop.

*Must have been insured for 1 year*  
Harold said to insure the equipment now at current rates will cost \$3,000 for one year, in advance. The insurance company does not insure for 3 or 6 months. If you cancel the policy before the year is up, you get a refund on the balance. But you initially have to put out \$3,000. Some years ago the printing equipment was insured and we paid \$900 a year, but since then the rates have gone up everywhere. Also, the equipment being located in San Francisco causes a higher rate.

\$3,000 is so high, last night Jean Brown, Harold and Clancy and I talked about alternatives. We are pretty dense about the whole thing because there is nothing in the corporate files to explain the answers to the following questions, so I am sending this over, in hopes some consultation over there will feed us back some explanation...BEFORE WE TAKE STEPS TO INSURE...unless we hear otherwise from you.

*insure immediately  
P.T.'s name is put in letter of gift from Clancy & Harold to be consulted w/ing!*

At one time we considered having Truth Enterprises corporation dissolve, and donate the printing equipment to Peoples Temple corporation. It was never done. We assume there was a legal reason for this but none of us know it/ The reason we bring it up now is that if we did dissolve Truth and donate the printing equipment to P.T., we might be able to include the equipment under the already existing P.T. liability insurance policy and avoid putting out \$3,000 for a new policy.

- Is there a legal reason why we can't dissolve Truth and donate to P.T. and insure under P.T. policy? *OK. as 4/12/77 agreed*
- Would we be jeopardizing P.T.'s tax status if we dissolved Truth and operated the print shop under P.T. corporation? *It it does and paying sales tax. yes. agreed to*
- If we insured printing equipment under P.T. insurance policy, would we have to list the print shop on the insurance policy as a business? *Does this enter into our "unrelated business income" problem? Do we get in trouble with zoning? Don't know about would with fire marshals etc. 0542, etc*
- If we dissolved Truth, put the print shop under P.T., could we stop the filing of the resale tax permit quarterly reports -- this permit is for when we buy goods and pay no sales tax, then perform a service or sell something from those goods (i.e. printing for outside jobs) and charge sales tax on it. Clancy says now there are no real outside jobs which we charge for, other than a nominal sum to Sun Reporter. So we end up filing quarterly sales tax report and paying tax, but not getting any income to make up for it. In this case, why not just pay sales tax in the first place and eliminate the paperwork of the quarterly reports?

*do no outside work*  
*not if we don't have the income*  
*If we sell for Sun Reporter we are also in trouble...*  
B-5-a(10)

*will lose wholesale privilege. get that from major suppliers who don't give same discount*

This is a cover sheet outlining the attached copies of law office reports  
t over for 12/22, 26, and 29, and today's report of 1/2/78, listing  
things which need to be followed through over there and reported back to  
us. *Extra important items are marked with a ★.*

## Report #7, 12/22/77:

Question #1 - Have Chaikin send back a detailed explanation of why  
Harold Cordell will not have to pay capital gains  
tax on sale of West House.

Question #2: Questions re revocation of sales tax permit for  
Peoples Temple and Truth Enterprises:

- ★ a. Who over here uses Peoples Temple sales tax #  
and where did Tish get the figures to fill in  
on quarterly reports of sales tax for Peoples Temple  
to Ukiah Board of Equalization?
- b. Should we transfer sales tax permits for Truth  
Enterprises and Peoples Temple to San Francisco  
office of Board of Equalization?
- c. Why did Tish file quarterly sales tax report  
for July/August/September quarter for Peoples  
Temple, saying "nothing to report"?

Question #3: Report on taxes needs to be discussed and we need to  
hear from you whether we should pay bills of  
IRS tax adjustments:

★

We also need to know how to proceed with tax situation on  
the corporations. Chaikin and Tish know the background.

- a. Form 1998, for 1974, 1975, 1976 was never filed  
for Peoples Temple. We took this into Bentzman  
but he will need figures before he does anything more.
- b. Peoples Forum, Inc. - 1976 state income tax form  
never filed; franchise tax board gave us til 12/21  
to respond, Bentzman sent delay letter.
- c. Apostolic Corporation - still in existence. Yes,  
there still is an apostolic corporation, Sarah...

B-5-a(11)

Question #3, continued:

- d. Action Equality, Inc. - should we file a 1976 information statement?

Report #8, 12/26/77:

Question #1 - Series of situations which we want feedback on whether ok to travel or not, considering possible legal problems involved:

- a. Michael Daniels, and grandmother Annie Mae Harris
- b. Alfred Smith
- c. Diola Christmas & Betty Fountain
- d. Aurora Rodriguez and grandchildren
- e. Florence Heath, Mary Morton, Mary Cottingham, Grover Washington
- f. Exie Eleby, Melita Gibson
- g. general question on what is legal position now on parents with children, one parent gone or out of the picture, and parents were never married - is this a legal problem in terms of going over.

Question #2 - Irene Edwards - We need the IRS forms we sent with the report signed on the back and returned by mail to me, and we need to know any directions Irene can supply in filling out a quarterly report to IRS - on the rest home when they owned it. Who were the employees? Were there any employees? Someone needs to sit down with Irene and Jim Edwards and find out how they filed these quarterly reports as owners of resthome; they would have had to do it every 3 months.



Report #9, 12/29/77

Question #1 - Truth Enterprises - questions re insurance, taxes  
Printing equipment which is owned by Truth Enterprises, Inc. is not insured. New policy will cost \$3,000.



- a. Is there a legal reason against dissolving Truth and/or donating printing equipment to P.T. corporation and insuring equipment under P.T. policy?

B-5-a(12)

Law Office Reports, Cover sheet January 2, 1978 page 3

Report #9, 12/29/77, continued

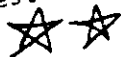
Question #1, continued (re Truth Enterprises, Inc.)

- b. Would we be jeopardizing P.T.'s tax exemption if we dissolved Truth and operated print shop under P.T. corporation?
- c. If we insured printing equipment under P.T. insurance policy, would we have to list the print shop on the policy as a business? Does this enter into our "unrelated business income" problem? Do we get in trouble with zoning?
- d. If we dissolved Truth, put the print shop under P.T., could we cancel the Truth Enterprises sales tax permit, (which we have so that we buy goods and pay no sales tax, and then charge that sales tax in reselling the goods, filing quarterly reports with Board of Equalization)

Report #10, 1/2/78

Question #1 - Exie Eleby's house in Los Angeles, question of correct title. This should be discussed with Chaikin.

Question #2 - Oreen Armstrong/Poplin - widow's survivor's benefits. We need feedback right away on this as Oreen is very difficult person to convince.



B-5-a(13)

TO CAROLYN LAYTON

~~cc [unclear]~~  
~~+ [unclear]~~

Law Office Report, No. 7      December 22, 1977      from June

1. Harold Cordell is resentful against Ed because Harold still says that despite Ed's advising there will be no capital gains tax due on the sale of West House, Harold believes there will be capital gains tax of \$15,000 or more. He thinks there will be capital gains tax due when the tax people catch on to the fact that the house was never deeded over to P.T. as a gift before it was sold; rather, it was sold directly from Cordell, to the buyer. Harold brought the subject up again this week and was angry with Ed about it; he blames the whole thing on Ed. I suggest a detailed answer be writtendn up by Ed/Sarah and sent back for Harold.
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  - a. We understand the filing of the Board of Equalization tax forms each quarter for Truth Enterprises for publication's business; we are able to do this. WE DO NOT KNOW why tax forms were filed for Peoples Temple. Two Board of Equalization numbers were assigned, one for P.T.; one for Truth. The numbers represent the sales tax permits assigned to each corporation. Please tell us who uses the P.T. sales tax permit, and where Tish got the figures to submit to the Board of Equalization each quarter for P.T. We will be filing the quarterly reports for Truth and reinstate our sales tax permit, but we are unable to file a report for P.T. until we know where to get the figures from.
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  - c. For the third quarter, 1977, Tish filed a report with the Board of Equalization for P.T., saying "nothing to report" - why? The quarter before, she filed a report and showed total sales to be \$721.09 with an amount due of \$48.88.

page 1

B-5-a(14)

3. Report on taxes - We have noticed an increase in the past few months of audits, adjustments, and inquiries into members federal income tax returns; and we have received notices from irs on some of our corporations concerning nonfiling of returns; we have discussed some of these with Bentzman. Some of the adjustments appear to be on people who may have turned in their returns to Tish when they were apostolic here in 75 and 76. Following is a summary:

- a. audits on people who itemized p.t. as church they contributed to, on their tax returns:

Inquiries started coming in around September 1977, and they all concern years 1975 or 1976. Ed is familiar with the process we have of responding to these inquiries; we send the letter direct to irs with a general estimate of contribution. Ed should be checked with for further explanation of the contents of the letter and why. None of the people that these inquiries were made on were apostolic; they all did their own returns and they all itemized p.t. as church they donated to. They are

(provided by the member)

1975; 1976; 1975; 1976; and 1976.

Our apprehension on receiving these inquiries may be over-reactive; I don't know whether Eva got a lot of these same inquiries over the years or if this is a new trend.

All these people are called in for interviews; they all are asked for these substantiating letters from the church. We have not heard anything yet about any adjustment made in their income tax due for the year audited.

- b. people who have already been audited and irs is sending out notices of \$ due because of error in filing:

In the past 4 months, we have received the following adjustments on people, all of whom are overseas. Harold wonders if possibly irs runs a check on people who travel to the mission, or maybe someone who left the church is turning these names in. I would be more inclined to agree with the first idea.

---We received a notice from irs from [redacted] that said in 1975 [redacted]

b7c

---We received a notice from the Franchise Tax Board for [REDACTED], for 1975, that they owe [REDACTED]

---We received a notice from irs that [REDACTED] owes [REDACTED] for the year 1974.

---We also received a notice from irs that [REDACTED] who is a nonmember, owes [REDACTED] for 1974.

---We also received a notice that irs has no record of income tax return filed by [REDACTED] for 1975.

---We received a notice from irs that [REDACTED] owe [REDACTED] for 1976.

---We received a notice from irs that [REDACTED] owes [REDACTED] for 1975.

---We received a notice from irs that [REDACTED] owes [REDACTED] for 1975.

We are holding these, and we have discussed the pros and cons of paying or not paying. Our inclination would be to pay, excluding [REDACTED] who is nonmember; however, if the list continues to grow, the outlay of \$ is ridiculous. We would like for this to be discussed over there and see what your feelings are on it. Before we proceed to pay. What are the legal ramifications of not paying.

c. our corporations:

Apostolic Corporation - the 1976 tax was paid, \$178, after consultation with Bentzman. Annual Statement by Domestic corporation, required by the secretary of state, has not been filed per Ed's instructions - he anticipated winding up and dissolving this corporation. The corporation still exists, though it is not in operation; all the officers are over there.

Peoples Temple - no tax due because nonprofit. 1977 annual Statement by Domestic corporation filed. But, Form 998, which is required by Franchise Tax Board to be filed by churches, was never filed in 1974, 1975 and 1976. In August the FTB sent us a letter asking for this to be done. Ed did not want to file it because it requires itemizing property holdings and income from property. As far as I know, this has never been filed.

c. our corporations, continued:

Action Equality, Inc. - 1976 information statement never filed. Franchise Tax Board sent us a notice 12/9, see attached.

Peoples Forum, Inc. - 1976 income tax form never filed. FTB sent us a letter giving us til 12/21 to respond. Mildred talked to Bentzman and he sent a letter delaying and getting a continuance for us.

~~Truth Enterprises, Inc. - have not received any tax inquiries. At one time Ed wanted us to do filing of fictitious name statement, F.T. dba Truth. It was never filed by him; the forms are still in the file. I dont know if this makes any difference or if it should be done now or if it is too late now.~~

(See Law Office rept # 9,  
12/29/77)

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
SACRAMENTO CA 95857



## OFFICIAL NOTICE

Date: 12/09/77

Income Year Ended: 12/31/76

SAN FRANCISCO ACTION EQUALITY, INC.

Corporate No: 7627450 SF5AE

P O BOX 15023  
SAN FRANCISCO CA 94115

WE SENT YOU A NOTICE REQUESTING THAT AN INFORMATION STATEMENT OR RETURN BE FILED FOR THE INCOME YEAR SHOWN ABOVE. OUR RECORDS INDICATE THAT NEITHER HAS BEEN FILED. IF YOU DO NOT COMPLY, THE CORPORATION'S EXEMPT STATUS MAY BE REVOKED AND THE POWERS, RIGHTS, AND PRIVILEGES MAY BE SUSPENDED OR FORFEITED.

IF THIS ORGANIZATION IS A PRIVATE FOUNDATION, THIS REQUEST SERVES AS A NOTICE TO OFFICERS THAT FAILURE TO FILE A RETURN MAY RESULT IN THE IMPOSITION OF PERSONAL PENALTIES AGAINST THE OFFICERS.

EXEMPT SECTION  
TELEPHONE (800) 852-7050

## OVER SHEET:

## 1. Series of travel situations with legal problems

- a. Michael Daniels, Annie Mae Harris *yes*
- b. Alfred Smith *yes*
- c. Diola Christmas & children; Betty Fountain & children
- d. Aurora Rodriguez, Terry Stewart, Aurora Stewart, Lisa Whitmire
- e. Florence Heath, Mary Morton, Mary Cottingham, Grover Washington
- f. Exie Eleby, Melita Gibson

## 2. Irene Edwards - IRS tax situation

(a) *yes*

(b) *yes*

(c) *See above. return to 4A. I will  
 inform other situation that they are  
 some. I understand, we take a look  
 if they come in. I will take it  
 in action to see if there is a problem.*

What about the children's father?

*Are they a problem? I will see  
 you then to see what the problem is.  
 Compared to Roseanna Robinson  
 which is a guardianship case  
 needs court approval.*

(e) *Do any of them get a little bit of  
 income? Can I see it with  
 consent for the child's benefit?*

*Is legal problem. just get court*

(f) Need Court approval for this

B-5-a-(1)

1. Following are a series of situations which we want to present to you for consideration re whether ok to travel or not, considering possible legal problems involved with them:

- a. Michael Daniels, Annie Mae Harris - Michael is 13; he has lived with his grandmother, Annie Mae Harris, since he was a baby. When he was 3, he was placed by the court in Los Angeles in the custody of his natural dad, because his mom was judged unfit. But his natural dad later had Annie Mae have Michael, and she's had him ever since. This year Michael's natural dad signed f.l. power of attorney and has told Annie Mae and Michael he wants Michael to go to Guyana. Michael has acted out at school in past months, was suspended for a time; but for the past month or so he has been better, works on the microphone crew. Michael's dad has no court papers in his possession of Michael's placement with him.
- b. Alfred Smith - became 18 Christmas day, 12/25. His relatives are hostile - he's related to Jessie Boyd, his aunt, who left a long time ago, and he's related to Jackie Freeman, whose mom makes it difficult for her to come at all and whose mom collects money on her behalf, saying Jackie is mentally retarded.
- c. Diola Christmas, and children; Betty Fountain, and children: Betty is Versie's sister. Betty and Diola lived in same house in L.A. Last month Diola's husband threatened to serve her with divorce papers because he heard everyone was leaving for Guyana. She called late one night from L.A.; Versie took the call and consulted with me, Alice, Florida, Phyllis H.. We discussed what the woman possibly could do, and eventually decided on the temporary thing for her to just evade service and wait it out and see if her husband really followed through with what he threatened to do. At that time we also discussed Betty Fountain, because she has similar situation; both Diola and Betty are separated from hostile husbands prone to violence, both have children, and both live together. We talked about perhaps sometime in the future when it came time for them to go, they could go somewhere on their own first and Versie suggested her dad in Portland Oregon. We did not decide on anything and it was not my impression that it was time yet for either Diola or Betty to go anywhere. But the next thing I heard was the week before Versie left, and Betty and Diola were already in Portland; they had traveled there with some of our money which Versie requested for them. Now we have an awkward situation of these 2 women way up in Portland, no real contact with the church, and I don't think we're in a position to send them over yet. Alice is the one they can contact by phone; Sandy and I have talked about perhaps their best alternative is to come back to L.A. and wait til things cool down here for us.

- d. Aurora Rodriguez and her grandchildren, Terry Stewart, Aurora Stewart, and Lisa Whitmire  
The children's natural mother, who lives in Santa Barbara, signed f.l. papers, in the presence of Gloria Rodriguez, Tim Carter, and Aurora, here in S.F. early this year. Aurora received AFDC for the children for awhile; then the welfare department demanded that the natural mother contribute \$150 to their support. The natural mother asked Aurora to return the children because she did not want to pay the \$150. Aurora, after counseling, cancelled the AFDC and told their mom she wanted to keep the children. Both of the 2 girls were molested by a male friend of their mom's, one after the other, at the same time in their mom's house. The eldest child finally told Aurora, long after it happened, when they had moved up here. Aurora's husband stopped coming to church several months ago; served her with divorce papers last month. But since then he's come up to SF service twice and stays close to her whenever he comes up. He came up for this last weekend, Christmas. We do not know how to handle this case in light of your decision not to send over Roseanna Dickerson and her grandchildren. Roseanna had legal court custody of her grandchildren; Aurora has nothing but an f.l. power of attorney. Maybe Gloria can give a better impression of the children's natural mom, and of her dad.
- e. Florence Heath, Mary Morton, Mary Cottingham, Grover Washington  
Florence Heath, of Pittsburg, sold her property, split the sale with her divorced husband as part of the divorce decree, and turned over \$7,000 after paying her personal bills of \$1,000. She was very pushy about going over immediately as she had to move out of her 3 bedroom house after escrow closed so the new buyer could move in. We have put her up in an apartment at 998 Divisadero. She was also very pushy about taking along with her her senior citizen mom, Mary Cottingham, a member, and her 40 year old brother, Grover Washington, who has a mental problem and is slow, a member, her adult daughter, Mary Morton, and 2 grandchildren. Mary Morton has 2 children, 1 of which she wants to take with her, an 8 year old daughter. She wants to leave her 16 year old daughter, who does not attend p.t., with her sister in Pittsburg, and had us draw up a paper to that effect. Leona is against this; she does not approve of Mary leaving a child back here. Florence also wants to take her 13 year old son, of whom she has physical custody after the divorce and her husband has visitation rights. She says the husband never visits the son; and that the husband has even told her mom that he's not the natural dad of Michael Heath. We have not cashed the cashier's check Florence turned over from the sale on her house as we are worried about her being up here, not going over immediately, and being a property giver. Florence is bourgeoisie, asked Hue to send over her stereo component set, wears a lot of wigs, and has lots of clothes. But Florence also has been a mainstay in Pittsburg, was the person who drove Pittsburg members in, is a member of

the Apostolic Singers, and is generally positive. We had Debbie Evans check out the brother Grover Washington. He is treated at a Pittsburg clinic; they informed her he takes no medication, he is just slow. His physical health is good, they do not perceive any potential harm in his traveling anywhere. He is not violent, he is a mild sort, has come to the church for years with Florence.

- f. Exie Eleby, Melita Gibson - As soon as we schedule the guardianship annual accounting which is a minor event but must take place to satisfy the court and which Frolich will handle in Ed's place, she'll be free to go. BUT how can she go and leave Melita here? Melita's natural mom is Jean Gibson aka Jean Alexander. Jean Gibson is still in again/out again; didn't come to church for the last 2 weeks but was here Christmas day, playing piano as usual. Jean's ambivalence makes it difficult to project when and if Melita and Lisa can go; as of now we won't send either Melita or Lisa without their natural mom. This past week Lisa's dad sent for her to come to Louisiana; she isn't going but his appearance now makes it more difficult than ever. Exie has had Melita, who's about 8 now, for the past 3 years. She is Melita's legal guardian. It would not be difficult to replace Melita back with her mom; when Melita comes up from L.A. I notice she hangs around with her mom a lot. But Exie may take it hard.
- g. What is your position now on parents with children, one parent gone or out of the picture, and the parents were never married? We have a number of situations like that. See attached copy of Civil Code sections 7000... which declares marital status of parents irrelevant in determining parent/child relationship. What significance does this have on our particular situation?

2. Irene Edwards - Attached is a notice from the IRS that they never received the employers quarterly federal tax return for the period ending 3/31/77, and for 6/30/77. Please have Irene Edwards sign both forms, at the pencilled X, and PLEASE SEND US ANY DIRECTIONS she can remember in filing quarterly returns for the rest home. Who were the employees? Were there any employees? The resthome was sold in April, so both of these forms need to be signed because she was technically still owner and operator til escrow closed.

*Have  
this signed  
and sent back*

Department of the Treasury  
Internal Revenue Service

Request for information about Tax Form

10-07-77

Identifying Number  
94-2183703 EDWA RV  
01 7706 7739 7739 989  
94-01-  
9401 .00  
100000000

IRENE EDWARDS  
EDWARDS REST HOME  
2708 21ST ST  
SAN FRANCISCO, CA 94110

4901

If address is not correct, please change

Dear Taxpayer:

We have no record of receiving your Form 941  
EMPLRS QTRLY FEDERAL TAX RETURN for the period ended  
06-30-77. We would appreciate help in locating your return and updating our records.

If you filed the form using a different name or identifying number than shown above, please complete Part I of this letter. If you are not required to file for the period in question, please complete Part II. Then return this letter to us, with the appropriate part filled in.

If you are liable for filing the form, but have not yet filed it, please do so within the next 2 weeks. Please attach this letter to the form and include payment for any tax due plus interest as provided by law (see enclosed Notice 394). You may also be liable for the penalties described on the back of this letter unless you had reasonable cause for the delay. If you believe you had reasonable cause for late filing and late payment (other than estimated tax), please explain under "Remarks".

You may disregard this letter if you filed within the last 2 weeks and used the name and identifying number shown above. If we find we need additional information to locate the form, we will contact you again.

The enclosed envelope is for your convenience. Thank you for your cooperation.

Sincerely yours,

Enclosures:  
Notice 394  
Envelope

Director, Service Center

PART I

Please enter information exactly as shown on the tax form you filed.  
Name and address on tax form

Employer identification number (business tax returns)

Social security number (individual tax returns). If  
filed jointly, show both numbers.

Yours

Spouse's

Date filed Tax period on form Form number If paid by check, enter endorsement date and number stamped on check

Please complete the signature area on the back of this letter.

Form 4901 (Rev. 10-76)

INTERNAL REVENUE SERVICE 4901  
TDI FUNCTION  
P.O. BOX 12566  
FRESNO, CA 93778

94-2183703 EDWA .01 7706  
.00

B-5-a(24)

PART II

I DID NOT FILE THE FORM BECAUSE (CHECK APPLICABLE BLOCKS):

- ☐ Income was less than the amount required for filing. (Please explain below, under "Remarks".)
- ☐ Business was closed on (Date) \_\_\_\_\_
- ☐ There were no employees after (Date) \_\_\_\_\_
- ☐ I am no longer liable for filing this form. (Please explain below, under "Remarks".)
- ☐ Other. (Please explain below, under "Remarks".)

EXPLANATION OF PENALTY CHARGES

The penalty for late filing is 5 percent a month (or part of a month) on any tax that is unpaid by the due date of the return, up to a maximum penalty of 25 percent of the unpaid tax.

The penalty for late payment of tax is computed from the due date of the return at ½ of 1 percent of the unpaid tax for each month or part of the month the tax remains unpaid. It cannot exceed 25 percent of the unpaid amount.

If both the late filing and late payment penalties apply for any month, the combination of the two is limited to 5 percent of the unpaid tax for that month.

The penalty rates for underpayment of estimated tax are shown on the enclosed Notice 394.

The penalty for late deposits is 5 percent of the amount of underpayment without regard to the time the underpayment continues. (This penalty does not apply to income tax returns.)

In addition to the penalties described above, exempt organizations may be liable for a penalty of \$10 a day for each day the required form is late and managers of private foundations may be liable for a penalty of \$10 a day for each day the annual report of a private foundation is late.

Remarks:

Signature	Title (business tax returns)	Telephone (with area code) Home: Business:	Date
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Form 4901 (Rev. 10-76)

45-5-a(25)

Department of the Treasury  
Internal Revenue Service

Request for Information about Tax Form

07-08-77

Identifying Number

94-2183703 EDWA RV  
01 7703 7726 7726 989  
94-01-  
9401 .00  
1000000000

IRENE EDWARDS  
EDWARDS REST HOME  
2708 21ST ST  
SAN FRANCISCO, CA 94110

4901

If address is not correct, please change

Dear Taxpayer:

We have no record of receiving your Form 941  
EMPLOYERS QUARTLY FEDERAL TAX RETURN for the period ended  
03-31-77. We would appreciate help in locating your return and updating our records.

If you filed the form using a different name or identifying number than shown above, please complete Part I of this letter. If you are not required to file for the period in question, please complete Part II. Then return this letter to us, with the appropriate part filled in.

If you are liable for filing the form, but have not yet filed it, please do so within the next 2 weeks. Please attach this letter to the form and include payment for any tax due plus interest as provided by law (see enclosed Notice 394). You may also be liable for the penalties described on the back of this letter unless you had reasonable cause for the delay. If you believe you had reasonable cause for late filing and late payment (other than estimated tax), please explain under "Remarks".

You may disregard this letter if you filed within the last 2 weeks and used the name and identifying number shown above. If we find we need additional information to locate the form, we will contact you again.

The enclosed envelope is for your convenience. Thank you for your cooperation.

Sincerely yours,

Enclosures:  
Notice 394  
Envelope

Director, Service Center

PART I

Please enter information exactly as shown on the tax form you filed.

Name and address on tax form

Employer identification number (business tax returns).

Social security number (individual tax returns). If

filed jointly, show both numbers.

Yours

Spouse's

Date filed

Tax period on form

Form number

If paid by check, enter endorsement date and number stamped on check.

Please complete the signature area on the back of this letter.

Form 4901 (Rev. 10-76)

INTERNAL REVENUE SERVICE 4901  
TDI FUNCTION  
P.O. BOX 12566  
FRESNO, CA 93778

94-2183703 EDWA- 01 7703  
00

75-5-a(26)

**PART II**

**I DID NOT FILE THE FORM BECAUSE (CHECK APPLICABLE BLOCKS):**

- ☐ Income was less than the amount required for filing. (Please explain below, under "Remarks".)
- ☐ Business was closed on (Date) \_\_\_\_\_
- ☐ There were no employees after (Date) \_\_\_\_\_
- ☐ I am no longer liable for filing this form. (Please explain below, under "Remarks".)
- ☐ Other. (Please explain below, under "Remarks".)

**EXPLANATION OF PENALTY CHARGES**

The penalty for late filing is 5 percent a month (or part of a month) on any tax that is unpaid by the due date of the return, up to a maximum penalty of 25 percent of the unpaid tax.

The penalty for late payment of tax is computed from the due date of the return at 1/2 of 1 percent of the unpaid tax for each month or part of the month the tax remains unpaid. It cannot exceed 25 percent of the unpaid amount.

If both the late filing and late payment penalties apply for any month, the combination of the two is limited to 5 percent of the unpaid tax for that month.

The penalty rates for underpayment of estimated tax are shown on the enclosed Notice 394.

The penalty for late deposits is 5 percent of the amount of underpayment without regard to the time the underpayment continues. (This penalty does not apply to income tax returns.)

In addition to the penalties described above, exempt organizations may be liable for a penalty of \$10 a day for each day the required form is late and managers of private foundations may be liable for a penalty of \$10 a day for each day the annual report of a private foundation is late.

Remarks: \_\_\_\_\_

Signature	Title (business tax returns)	Telephone (with area code): Home: Business:	Date
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Form 4901 (Rev. 10-76)

B-5-a(27)

( 1. Truth Enterprises, Inc.

We learned from Harold last night that the printing equipment downstairs, which we think is owned by Truth Enterprises corporation, is NOT insured. In April Ed asked Harold to insure the equipment, because although originally it had been decided to close down the corporation, for some reason this was changed and it was finally decided to keep Truth active, and since the printing equipment was still in use and would be, Ed wanted the equipment insured. Insurance would cover any incident where if someone from the outside came in to repair or service the equipment and had an injury in the process, or if there was a fire in the print shop.

Harold said to insure the equipment now at current rates will cost \$3,000 for one year, in advance. The insurance company does not insure for 3 or 6 months. If you cancel the policy before the year is up, you get a refund on the balance. But you initially have to put out \$3,000. Some years ago the printing equipment was insured and we paid \$900 a year, but since then the rates have gone up everywhere. Also, the equipment being located in San Francisco causes a higher rate.

\$3,000 is so high, last night Jean Brown, Harold and Clancy and I talked about alternatives. We are pretty dense about the whole thing because there is nothing in the corporate files to explain the answers to the following questions, so I am sending this over, n hopes some consultation over there will feed us back some explanation...BEFORE WE TAKE STEPS TO INSURE...unless we hear otherwise from you.

At one time we considered having Truth Enterprises corporation dissolve, and donate the printing equipment to Peoples Temple corporation. It was never done. We assume there was a legal reason for this but none of us know it/ The reason we bring it up now is that if we did dissolve Truth and donate the printing equipment to P.T., we might be able to include the equipment under the already existing P.T. liability insurance policy and avoid putting out \$3,000 for a new policy.

- a. Is there a legal reason why we can't dissolve Truth and donate to P.T. and insure under P.T. policy?
- b. Would we be jeopardizing P.T.'s tax status if we dissolved Truth and operated the print shop under P.T. corporation?
- c. If we insured printing equipment under P.T. insurance policy, would we have to list the print shop on the insurance policy as a business? Does this enter into our "unrelated business income" problem? Do we get in trouble with zoning?
- d. If we dissolved Truth, put the print shop under P.T., could we stop the filing of the resale tax permit quarterly reports -- this permit is for when we buy goods and pay no sales tax, then perform a service or sell something from those goods (i.e. printing for outside jobs) and charge sales tax on it. Clancy says now there are no real outside jobs which we charge for, other than a nominal sum to Sun Reporter. So we end up filing quarterly sales tax report and paying tax, but not getting any income to make up for it. In this case, why not just pay sales tax in the first place and eliminate the paperwork of the quarterly reports?

B-5-a(12)

Exie Eleby's house in Los Angeles (Chaikin should be consulted on this)

Background: In 1976 Exie Eleby and her son John Anderson each owned 1/2 interest of property located at 860 West 57th Street, L.A. On October 1, 1976 a grant deed was recorded by L.A. Recorder on which John Anderson had signed, notarized by Kay Nelson, in which he conveyed his 1/2 interest to Exie, making it her sole and separate property. That meant he no longer owned any part of this property. There is a slight discrepancy on this deed - Kay never dated her notarial statement where it says John Anderson appeared before her on such a date; but, John Anderson's signature on the deed is dated, and McElvane says this is no problem. (ASK CHAIKIN IF THIS IS TRUE?)

Exie conveyed her property to P.T., and we recorded the deed with the L.A. Recorder's office, making it public record that this property was now owned by P.T. This was done in November or December, 1976. -

In summer 1977 we sold this property to a Mr. Joe Wilson and he lives there.

a copy of  
This week we received/the attached letter from attorney Jerome Sarrow saying that he represented John Anderson, that Anderson owned 1/2 interest of Exie's property, and that neither Exie nor P.T. ever owned or otherwise was entitled to convey Mr. Anderson's interest in this property.

After consultation with McElvane and Jean Brown, the attached letter was sent to attorney Sarrow today, copy to Mr. Wilson.

2. Oreen Armstrong/Poplin - *No!*

Oreen is trying to get death benefits from social security administration as widow of Earl Poplin. She was never legally married to him, until September 12, 1977 Clara Johnson married them and signed her name on the marriage certificate as minister, of Christian denomination, and recorded the marriage certificate with the L.A. County Recorder's office. When Earl died, Oreen went to Social Security Administration in L.A. and told them that although Clara had married them in September 1977, she also had married them in October 1972, and that she had never recorded this 1972 marriage certificate with the LA County Recorder and that this marriage certificate and church record of this marriage were destroyed in the S.F. Temple fire in 1973. She told them this because the September 1977 marriage was too close to the death date; she would have had to have been married to him longer in order to claim widows death benefits. The Social Security clerk prepared a SSA form to be signed by Clara which names Peoples Temple as the place where she married them in 1972 and specifies how the records were destroyed in the fire. Social Security also wants a statement from the S.F. Temple saying that there was a fire in 1973 and that church records were destroyed in it. We do not want to do any of this (1) because Clara is not an ordained minister; because she would have to sign a sworn statement, which if false is punishable under federal and/or state law; (2) because she was not a minister in 1972; (3) because the Social Security form names

B-5-a(21)

2. Oreen Armstrong/Poplin, continued -

Peoples Temple of the Disciples of Christ on it and this might lead to further inquiry later on. Lorie Efrien says Oreen told her many times she never married Earl so that her SSI check would not be cut down. She married him at the last because she wanted to get the survivors benefits which are permanent and transferable, whereas SSI is not transferable. Oreen came up from L.A. this weekend demanding that we give her a written statement that the church burned down, etc.; she refused to move for 3 hours in her seat after service until we answered this question; McElvane flew in to report on other matters from L.A. and we had him talk to her, explaining that there were legal questions involved and we could not handle it that night right away and that she should go home, to 1029 Geary where she is staying til she flies back to L.A. later this week.

Do you have any suggestions/should we have Clara sign the statement of 1972 marriage/...We wanted to relay this on the radio but found it impossible to translate.

B-5-a(30)

EPHRAIM P. KRANITZ  
JEROME H. SARROW  
STANLEY C. IMERMAN

LAW OFFICES OF  
KRANITZ, SARROW & IMERMAN  
PROFESSIONAL CORPORATION  
4929 WILSHIRE BOULEVARD, SUITE 700  
LOS ANGELES, CALIFORNIA 90010

AREA CODE 213  
TELEPHONE 931-1401

Dec. 20, 1977

Mr. Joe L. Wilson  
860 West 57th Street  
Los Angeles, California

Dear Mr. Wilson:

Please be advised that I am the attorney for John Anderson. Mr. Anderson is the owner of an undivided one-half interest in and to the property located at 860 West 57th Street, Los Angeles, California. He received his interest by deed from his mother, Mrs. Eleby in November of 1972.

Mrs. Eleby subsequently conveyed her interest only to Peoples Temple of the Disciples of Christ, in November of 1976, and Peoples Temple conveyed that one-half interest to you.

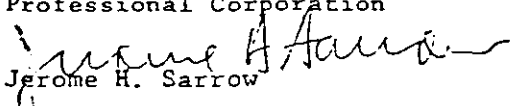
However, at all times, Mr. Anderson has been, and now is, the owner of an undivided one-half interest in said property, and neither Mrs. Eleby nor Peoples Temple has ever owned, or otherwise been entitled to convey Mr. Anderson's interest in the property.

The purpose of this letter is to put you on notice of the ownership interest of Mr. Anderson in the subject property.

Please feel free to contact the undersigned should you have any questions regarding this matter.

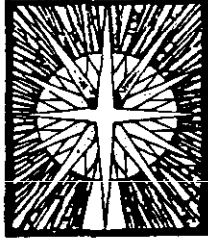
Very truly yours,

KRANITZ, SARROW & IMERMAN  
Professional Corporation

  
Jerome H. Sarrow

JHS/bp

B-5-a(31)



## PEOPLES TEMPLE

OF THE  
DISCIPLES OF CHRIST

Jim Jones,  
Pastor

*"For I was an hungered  
and ye gave me meat:  
I was thirsty  
and ye gave me drink:  
I was a stranger  
and ye took me in:  
Naked, and ye clothed me:  
I was sick and ye visited me:  
I was in prison,  
and ye came unto me.*

*"Then shall the righteous  
Answer him, saying,*

*When saw we thee an hungered  
And fed thee?  
Or thirsty,  
And gave thee drink?  
When saw we thee a stranger  
And took thee in?  
Or naked, and clothed thee  
Or when saw we thee sick?  
Or in prison,  
And came unto thee?*

*Verily I say unto you,  
Inasmuch as ye have done it  
Unto one of the least of these...  
Ye have done it unto me."*

Matthew 25: 35-40

January 2, 1978

Mr. Jerome H. Sarrow  
Kranitz, Sarrow & Imerman  
4929 Wilshire Blvd., Suite 700  
Los Angeles, California 90010

Dear Mr. Sarrow:

We received a copy of your letter of December 20, 1977 addressed to Mr. Joe L. Wilson concerning property located at 860 West 57th Street, Los Angeles. In your letter you explain that your client, Mr. John Anderson, the son of Mrs. Exie Eleby, is the owner of an undivided one-half interest in and to such property. You explain further that Mrs. Eleby conveyed her one-half interest of such property to Peoples Temple in November 1976 and that Peoples Temple subsequently conveyed that one-half interest to Mr. Joe Wilson.

We have checked our files concerning this matter, and find there appears to be some misunderstanding on the part of your client as to title to this property. On October 1, 1976 a grant deed was recorded by the Los Angeles County Recorder, executed by Mr. Anderson, in which he conveyed his one-half interest to such property to Mrs. Eleby as her sole and separate property (see Book D7265, page 744, Los Angeles County Recorder's Office). Mrs. Eleby subsequently conveyed her interest to Peoples Temple, which at that time was her sole and separate property to convey as she wished, as Mr. Anderson no longer had title to it.

B-5-a(32)

-2-

We would suggest you check further with Mr. Anderson, and the Los Angeles Recorder's Office. Any further questions regarding this property should be referred to our legal counsel, Mr. Charles Garry, 1256 Market Street, San Francisco, California, telephone (415) 864 3131.

Sincerely,

June B. Crym

cc: Mr. Joe L. Wilson

B-5-a(33)

\* Rathenon (Rathion) } Port  
Fender 32 volt Depth  
Fender

Question #3, continued:

- d. Action Equality, Inc. - should we file a 1976 information statement?

Report #8, 12/26/77:

Question #1 - Series of situations which we want feedback on whether ok to travel or not, considering possible legal problems involved:

- a. Michael Daniels, and grandmother Annie Mae Harris - *yes*  
b. Alfred Smith - *yes*  
c. Diola Christmas & Betty Fountain *yes* *back to LA! least time to come in now.*  
d. Aurora Rodriguez and grandchildren *No*  
e. Florence Heath, Mary Morton, Mary Cottingham, Grover Washington *farer consent necessary.*  
f. Exie Eleby, Melita Gibson *NOT w. mail could permission.*  
g. general question on what is legal position now on parents with children, one parent gone or out of the picture, and parents were never married - is this a legal problem in terms of going over. - *have to pick contact w/ kids, but generally not a problem.*
- Who specifically wants to come*

Question #2 - Irene Edwards - We need the IRS forms we sent with the report signed on the back and returned by mail to me, and we need to know any directions Irene can supply in filling out a quarterly report to IRS - on the rest home when they owned it. Who were the employees? Were there any employees? Someone needs to sit down with Irene and Jim Edwards and find out how they filed these quarterly reports as owners of resthome; they would have had to do it every 3 months.

Report #9, 12/29/77

Question #1 - Truth Enterprises - questions re insurance, taxes  
Printing equipment which is owned by Truth Enterprises, Inc. is not insured. New policy will cost \$3,000.

- a. Is there a legal reason against dissolving Truth and/or donating printing equipment to P.T. corporation and insuring equipment under P.T. policy?

B-5-a(34)

Report #9, 12/29/77, continued

Question #1, continued (re Truth Enterprises, Inc.)

- b. Would we be jeopardizing P.T.'s tax exemption if we dissolved Truth and operated print shop under P.T. corporation?
- c. If we insured printing equipment under P.T. insurance policy, would we have to list the print shop on the policy as a business? Does this enter into our "unrelated business income" problem? Do we get in trouble with zoning?
- d. If we dissolved Truth, put the print shop under P.T., could we cancel the Truth Enterprises sales tax permit, (which we have so that we buy goods and pay no sales tax, and then charge that sales tax in reselling the goods, filing quarterly reports with Board of Equalization)

Report #10, 1/2/78

Question #1 - Exie Eleby's house in Los Angeles, question of *or* correct title. This should be discussed with Chaikin.

Question #2 - Oreen Armstrong/Poplin - widow's survivor's benefits. We need feedback right away on this as Oreen is very difficult person to convince.

★ *ABSOLUTELY NOT. We will not be a party to cheating the Government.*

B-5-a(35)

LAW OFFICE REPORT #8    DECEMBER 26, 1977    f rom June

COVER SHEET:

1. Series of travel situations with legal problems
  - a. Michael Daniels, Annie Mae Harris
  - b. Alfred Smith
  - c. Diola Christmas & children; Betty Fountain & children
  - d. Aurora Rodriguez, Terry Stewart, Aurora Stewart, Lisa Whitmire
  - e. Florence Heath, Mary Morton, Mary Cottingham, Grover Washington
  - f. Exie Eleby, Melita Gibson
2. Irene Edwards - irs tax situation

*Harriet - Please write answers to these  
questions - or suggestions where  
needed.  
needed for when boat goes back in.*

*BS-a(36)*

TO CAROLYN LAYTON

Law Office Report #8

December 26, 1977

from June

1. Following are a series of situations which we want to present to you for consideration re whether ok to travel or not, considering possible legal problems involved with them:
  - a. Michael Daniels, Annie Mae Harris - Michael is 13; he has lived with his grandmother, Annie Mae Harris, since he was a baby. When he was 3, he was placed by the court in Los Angeles in the custody of his natural dad, because his mom was judged unfit. But his natural dad later had Annie Mae have Michael, and she's had him ever since. This year Michael's natural dad signed f.l. power of attorney and has told Annie Mae and Michael he wants Michael to go to Guyana. Michael has acted out at school in past months, was suspended for a time; but for the past month or so he has been better, works on the microphone crew. Michael's dad has no court papers in his possession of Michael's placement with him.
  - b. Alfred Smith - became 18 Christmas day, 12/25. His relatives are hostile - he's related to Jessie Boyd, his aunt, who left a long time ago, and he's related to Jackie Freeman, whose mom makes it difficult for her to come at all and whose mom collects money on her behalf, saying Jackie is mentally retarded.
  - c. Diola Christmas, and children; Betty Fountain, and children: Betty is Versie's sister. Betty and Diola lived in same house in L.A. Last month Diola's husband threatened to serve her with divorce papers because he heard everyone was leaving for Guyana. She called late one night from L.A.; Versie took the call and consulted with me, Alice, Florida, Phyllis H.. We discussed what the woman possibly could do, and eventually decided on the temporary thing for her to just evade service and wait it out and see if her husband really followed through with what he threatened to do. At that time we also discussed Betty Fountain, because she has similar situation; both Diola and Betty are separated from hostile husbands prone to violence, both have children, and both live together. We talked about perhaps sometime in the future when it came time for them to go, they could go somewhere on their own first and Versie suggested her dad in Portland Oregon. We did not decide on anything and it was not my impression that it was time yet for either Diola or Betty to go anywhere. But the next thing I heard was the week before Versie left, and Betty and Diola were already in Portland; they had traveled there with some of our money which Versie requested for them. Now we have an awkward situation of these 2 women way up in Portland, no real contact with the church, and I don't think we're in a position to send them over yet. Alice is the one they can contact by phone; Sandy and I have talked about perhaps their best alternative is to come back to L.A. and wait til things cool down here for us.

- d. Aurora Rodriguez, and her grandchildren, Terry Stewart, Aurora Stewart, and Lisa Whitmire  
The children's natural mother, who lives in Santa Barbara, signed f.l. papers, in the presence of Gloria Rodriguez, Tim Carter, and Aurora, here in S.F. early this year. Aurora received AFDC for the children for awhile; then the welfare department demanded that the natural mother contribute \$150 to their support. The natural mother asked Aurora to return the children because she did not want to pay the \$150. Aurora, after counseling, cancelled the AFDC and told their mom she wanted to keep the children. Both of the 2 girls were molested by a male friend of their mom's, one after the other, at the same time in their mom's house. The eldest child finally told Aurora, long after it happened, when they had moved up here. Aurora's husband stopped coming to church several months ago; served her with divorce papers last month. But since then he's come up to SF service twice and stays close to her whenever he comes up. He came up for this last weekend, Christmas. We do not know how to handle this case in light of your decision not to send over Roseanna Dickerson and her grandchildren. Roseanna had legal court custody of her grandchildren; Aurora has nothing but an f.l. power of attorney. Maybe Gloria can give a better impression of the children's natural mom, and of her dad.
- e. Florence Heath, Mary Morton, Mary Cottingham, Grover Washington  
Florence Heath, of Pittsburg, sold her property, split the sale with her divorced husband as part of the divorce decree, and turned over \$7,000 after paying her personal bills of \$1,000. She was very pushy about going over immediately as she had to move out of her 3 bedroom house after escrow closed so the new buyer could move in. We have put her up in an apartment at 998 Divisadero. She was also very pushy about taking along with her her senior citizen mom, Mary Cottingham, a member, and her 40 year old brother, Grover Washington, who has a mental problem and is slow, a member, her adult daughter, Mary Morton, and 2 grandchildren. Mary Morton has 2 children, 1 of which she wants to take with her, an 8 year old daughter. She wants to leave her 16 year old daughter, who does not attend p.t., with her sister in Pittsburg, and had us draw up a paper to that effect. Leona is against this; she does not approve of Mary leaving a child back here. Florence also wants to take her 13 year old son, of whom she has physical custody after the divorce and her husband has visitation rights. She says the husband never visits the son; and that the husband has even told her mom that he's not the natural dad of Michael Heath. We have not cashed the cashier's check Florence turned over from the sale on her house as we are worried about her being up here, not going over immediately, and being a property giver. Florence is bourgeoisie, asked Hue to send over her stereo component set, wears a lot of wigs, and has lots of clothes. But Florence also has been a mainstay in Pittsburg, was the person who drove Pittsburg members in, is a member of

the Apostolic Singers, and is generally positive. We had Debbie Evans check out the brother Grover Washington. He is treated at a Pittsburg clinic; they informed her he takes no medication, he is just slow. His physical health is good, they do not perceive any potential harm in his traveling anywhere. He is not violent, he is a mild sort, has come to the church for years with Florence.

- f. Exie Eleby, Melita Gibson - As soon as we schedule the guardianship annual accounting which is a minor event but must take place to satisfy the court and which Frolich will handle in Ed's place, she'll be free to go. BUT how can she go and leave Melita here? Melita's natural mom is Jean Gibson aka Jean Alexander. Jean Gibson is still in again/out again; didn't come to church for the last 2 weeks but was here Christmas day, playing piano as usual. Jean's ambivalence makes it difficult to project when and if Melita and Lisa can go; as of now we won't send either Melita or Lisa without their natural mom. This past week Lisa's dad sent for her to come to Louisiana; she isn't going but his appearance now makes it more difficult than ever. Exie has had Melita, who's about 8 now, for the past 3 years. She is Melita's legal guardian. It would not be difficult to replace Melita back with her mom; when Melita comes up from L.A. I notice she hangs around with her mom a lot. But Exie may take it hard.
- g. What is your position now on parents with children, one parent gone or out of the picture, and the parents were never married? We have a number of situations like that. See attached copy of Civil Code sections 7000... which declares marital status of parents irrelevant in determining parent/child relationship. What significance does this have on our particular situation?

2. Irene Edwards - Attached is a notice from the IRS that they never received the employers quarterly federal tax return for the period ending 3/31/77, and for 6/30/77. Please have Irene Edwards sign both forms, at the pencilled X, and PLEASE SEND US ANY DIRECTIONS she can remember in filing quarterly returns for the rest home. Who were the employees? Were there any employees? The resthome was sold in April, so both of these forms need to be signed because she was technically still owner and operator til escrow closed.

Department of the Treasury  
Internal Revenue Service

Request for Information about Tax Form

07-08-77

Identifying Number

94-2183703 EDWA PV  
01 7703 7726 7726 969  
94-01-  
9401 .00  
100000000

IRENE EDWARDS  
EDWARDS PLST HOME  
2708 21ST ST  
SAN FRANCISCO, CA 94110

If address is not correct, please change

Dear Taxpayer:

We have no record of receiving your Form 941  
EMPLOYER'S QUARTLY FEDERAL TAX RETURN for the period ended  
03-31-77. We would appreciate help in locating your return and updating our records.

If you filed the form using a different name or identifying number than shown above, please complete Part I of this letter. If you are not required to file for the period in question, please complete Part II. Then return this letter to us, with the appropriate part filled in.

If you are liable for filing the form, but have not yet filed it, please do so within the next 2 weeks. Please attach this letter to the form and include payment for any tax due plus interest as provided by law (see enclosed Notice 394). You may also be liable for the penalties described on the back of this letter unless you had reasonable cause for the delay. If you believe you had reasonable cause for late filing and late payment (other than estimated tax), please explain under "Remarks".

You may disregard this letter if you filed within the last 2 weeks and used the name and identifying number shown above. If we find we need additional information to locate the form, we will contact you again.

The enclosed envelope is for your convenience. Thank you for your cooperation.

Sincerely yours,

Enclosures:  
Notice 394  
Envelope

Director, Service Center

PART I

Please enter information exactly as shown on the tax form you filed.

Name and address on tax form

Employer identification number (business tax returns).

— — — — —

Social security number (individual tax returns). If

filed jointly, show both numbers.

Yours

— — — — —

Spouse's

— — — — —

Date filed

Tax period on form

Form number

If paid by check, enter endorsement date and number stamped on check.

Please complete the signature area on the back of this letter.

Form 4901 (Rev. 10-76)

INTERNAL REVENUE SERVICE 4901  
FBI FUNCTION  
P.O. BOX 12566  
FRESNO, CA 93778

94-2183703 EDWA 01 7703  
.00

B-5-a(41)

Department of the Treasury  
Internal Revenue Service

Request for Information about Tax Form

10-07-77

Identifying Number

94-2183703 EDWA RV  
01 7706 7739 7739 989  
94-01-  
9401 .00  
100000000

IRENE EDWARDS  
EDWARDS REST HOME  
2708 21ST ST  
SAN FRANCISCO, CA 94110

4901

If address is not correct, please change

Dear Taxpayer:

We have no record of receiving your Form 941  
EMPLRS QTRLY FEDERAL TAX RETURN for the period ended  
06-30-77. We would appreciate help in locating your return and updating our records.

If you filed the form using a different name or identifying number than shown above, please complete Part I of this letter. If you are not required to file for the period in question, please complete Part II. Then return this letter to us, with the appropriate part filled in.

If you are liable for filing the form, but have not yet filed it, please do so within the next 2 weeks. Please attach this letter to the form and include payment for any tax due plus interest as provided by law (see enclosed Notice 394). You may also be liable for the penalties described on the back of this letter unless you had reasonable cause for the delay. If you believe you had reasonable cause for late filing and late payment (other than estimated tax), please explain under "Remarks".

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The enclosed envelope is for your convenience. Thank you for your cooperation.

Sincerely yours,

Enclosures:  
Notice 394  
Envelope

Director, Service Center

PART I

Please enter information exactly as shown on the tax form you filed.

Name and address on tax form

Employer identification number (business tax returns).

—

Social security number (individual tax returns). If  
filed jointly, show both numbers.

Yours

Spouse's

—

Date filed

Tax period on form

Form number

If paid by check, enter endorsement date and number stamped  
on check.

Please complete the signature area on the back of this letter.

Form 4901 (Rev. 10-76)

INTERNAL REVENUE SERVICE 4901  
TDI FUNCTION  
P.O. BOX 12566  
FRESNO, CA 93778

94-2183703 EDWA 01 7706  
.00

B-5-a-(4) *dw*

LAW OFFICE REPORT #8 DECEMBER 26, 1977

*Given copy to Harold*  
*duplicate copy*  
from June

COVER SHEET:

1. Series of travel situations with legal problems
  - a. Michael Daniels, Annie Mae Harris
  - b. Alfred Smith
  - c. Diola Christmas & children; Betty Fountain & children
  - d. Aurora Rodriguez, Terry Stewart, Aurora Stewart, Lisa Whitmire
  - e. Florence Heath, Mary Morton, Mary Cottingham, Grover Washington
  - f. Exie Eleby, Melita Gibson
2. Irene Edwards - irs tax situation

B-5-a(43)

TO CAROLYN LAYTON

Law Office Report #8

December 26, 1977

from June

1. Following are a series of situations which we want to present to you for consideration re whether ok to travel or not, considering possible legal problems involved with them:

- a. Michael Daniels, Annie Mae Harris - Michael is 13; he has lived with his grandmother, Annie Mae Harris, since he was a baby. When he was 3, he was placed by the court in Los Angeles in the custody of his natural dad, because his mom was judged unfit. But his natural dad later had Annie Mae have Michael, and she's had him ever since. This year Michael's natural dad signed f.l. power of attorney and has told Annie Mae and Michael he wants Michael to go to Guyana. Michael has acted out at school in past months, was suspended for a time; but for the past month or so he has been better, works on the microphone crew. Michael's dad has no court papers in his possession of Michael's placement with him.
- b. Alfred Smith - became 18 Christmas day, 12/25. His relatives are hostile - he's related to Jessie Boyd, his aunt, who left a long time ago, and he's related to Jackie Freeman, whose mom makes it difficult for her to come at all and whose mom collects money on her behalf, saying Jackie is mentally retarded.
- c. Diola Christmas, and children; Betty Fountain, and children: Betty is Versie's sister. Betty and Diola lived in same house in L.A. Last month Diola's husband threatened to serve her with divorce papers because he heard everyone was leaving for Guyana. She called late one night from L.A.; Versie took the call and consulted with me, Alice, Florida, Phyllis H.. We discussed what the woman possibly could do, and eventually decided on the temporary thing for her to just evade service and wait it out and see if her husband really followed through with what he threatened to do. At that time we also discussed Betty Fountain, because she has similar situation; both Diola and Betty are separated from hostile husbands prone to violence, both have children, and both live together. We talked about perhaps sometime in the future when it came time for them to go, they could go somewhere on their own first and Versie suggested her dad in Portland Oregon. We did not decide on anything and it was not my impression that it was time yet for either Diola or Betty to go anywhere. But the next thing I heard was the week before Versie left, and Betty and Diola were already in Portland; they had traveled there with some of our money which Versie requested for them. Now we have an awkward situation of these 2 women way up in Portland, no real contact with the church, and I don't think we're in a position to send them over yet. Alice is the one they can contact by phone; Sandy and I have talked about perhaps their best alternative is to come back to L.A. and wait til things cool down here for us.

page 1

B-5-a(44)

- d. Aurora Rodriguez, and her grandchildren, Terry Stewart, Aurora Stewart, and Lisa Whitmire  
The children's natural mother, who lives in Santa Barbara, signed f.l. papers, in the presence of Gloria Rodriguez, Tim Carter, and Aurora, here in S.F. early this year. Aurora received AFDC for the children for awhile; then the welfare department demanded that the natural mother contribute \$150 to their support. The natural mother asked Aurora to return the children because she did not want to pay the \$150. Aurora, after counseling, cancelled the AFDC and told their mom she wanted to keep the children. Both of the 2 girls were molested by a male friend of their mom's, one after the other, at the same time in their mom's house. The eldest child finally told Aurora, long after it happened, when they had moved up here. Aurora's husband stopped coming to church several months ago; served her with divorce papers last month. But since then he's come up to SF service twice and stays close to her whenever he comes up. He came up for this last weekend, Christmas. We do not know how to handle this case in light of your decision not to send over Roseanna Dickerson and her grandchildren. Roseanna had legal court custody of her grandchildren; Aurora has nothing but an f.l. power of attorney. Maybe Gloria can give a better impression of the children's natural mom, and of her dad.
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Department of the Treasury  
Internal Revenue Service

Request for Information about Tax Form

10-07-77

Identifying Number

94-2183703 EDWA RV  
01 7706 7739 7739 989  
94-01-  
9401 .00  
100000000

IRENE EDWARDS  
EDWARDS REST HOME  
2708 21ST ST  
SAN FRANCISCO, CA 94110

4901

If address is not correct, please change

Dear Taxpayer:

We have no record of receiving your Form 941  
EMPLRS QTRLY FEDERAL TAX RETURN for the period ended  
06-30-77. We would appreciate help in locating your return and updating our records.

If you filed the form using a different name or identifying number than shown above, please complete Part I of this letter. If you are not required to file for the period in question, please complete Part II. Then return this letter to us, with the appropriate part filled in.

If you are liable for filing the form, but have not yet filed it, please do so within the next 2 weeks. Please attach this letter to the form and include payment for any tax due plus interest as provided by law (see enclosed Notice 394). You may also be liable for the penalties described on the back of this letter unless you had reasonable cause for the delay. If you believe you had reasonable cause for late filing and late payment (other than estimated tax), please explain under "Remarks".

You may disregard this letter if you filed within the last 2 weeks and used the name and identifying number shown above. If we find we need additional information to locate the form, we will contact you again.

The enclosed envelope is for your convenience. Thank you for your cooperation.

Sincerely, yours,

Enclosures:  
Notice 394  
Envelope

Director, Service Center

PART I

Please enter information exactly as shown on the tax form you filed.  
Name and address on tax form

Employer identification number (business tax returns).

\_\_\_\_\_

Social security number (individual tax returns). If

filed jointly, show both numbers.

Yours

Spouse's

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date filed

Tax period on form

Form number

If paid by check, enter endorsement date and number stamped on check.

Please complete the signature area on the back of this letter.

Form 4901 (Rev. 10-76)

INTERNAL REVENUE SERVICE 4901  
TDI FUNCTION  
P.O. BOX 12566  
FRESNO, CA 93778

94-2183703 EDWA 01 7706  
.00

B-5-a(48)

**PART II**

**I DID NOT FILE THE FORM BECAUSE (CHECK APPLICABLE BLOCKS):**

- ☐ Income was less than the amount required for filing. (Please explain below, under "Remarks".)
- ☐ Business was closed on (Date) \_\_\_\_\_
- ☐ There were no employees after (Date) \_\_\_\_\_
- ☐ I am no longer liable for filing this form. (Please explain below, under "Remarks".)
- ☐ Other. (Please explain below, under "Remarks".)

**EXPLANATION OF PENALTY CHARGES**

The penalty for late filing is 5 percent a month (or part of a month) on any tax that is unpaid by the due date of the return, up to a maximum penalty of 25 percent of the unpaid tax.

The penalty for late payment of tax is computed from the due date of the return at 1/2 of 1 percent of the unpaid tax for each month or part of the month the tax remains unpaid. It cannot exceed 25 percent of the unpaid amount.

If both the late filing and late payment penalties apply for any month, the combination of the two is limited to 5 percent of the unpaid tax for that month.

The penalty rates for underpayment of estimated tax are shown on the enclosed Notice 394.

The penalty for late deposits is 5 percent of the amount of underpayment without regard to the time the underpayment continues. (This penalty does not apply to income tax returns.)

In addition to the penalties described above, exempt organizations may be liable for a penalty of \$10 a day for each day the required form is late and managers of private foundations may be liable for a penalty of \$10 a day for each day the annual report of a private foundation is late.

Remarks:

Signature	Title (business tax returns)	Telephone (with area code) Home: Business:	Date
-----------	------------------------------	--	------

Form 4901 (Rev. 10-76)

B-5-a (49)

Department of the Treasury  
Internal Revenue Service

Request for Information about Tax Form

07-08-77

Identifying Number

94-2183703 EDWA RV  
01 7703 7726 7726 989  
94-01-  
9401 .00  
100000000

IRENE EDWARDS  
EDWARDS REST HOME  
2708 21ST ST  
SAN FRANCISCO, CA 94110

4901

If address is not correct, please change

Dear Taxpayer:

We have no record of receiving your Form 941  
EMPLOYER'S QUARTERLY FEDERAL TAX RETURN for the period ended  
03-31-77. We would appreciate help in locating your return and updating our records.

If you filed the form using a different name or identifying number than shown above, please complete Part I of this letter. If you are not required to file for the period in question, please complete Part II. Then return this letter to us, with the appropriate part filled in.

If you are liable for filing the form, but have not yet filed it, please do so within the next 2 weeks. Please attach this letter to the form and include payment for any tax due plus interest as provided by law (see enclosed Notice 394). You may also be liable for the penalties described on the back of this letter unless you had reasonable cause for the delay. If you believe you had reasonable cause for late filing and late payment (other than estimated tax), please explain under "Remarks".

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The enclosed envelope is for your convenience. Thank you for your cooperation.

Sincerely yours,

Enclosures:  
Notice 394  
Envelope

Director, Service Center

PART I

Please enter information exactly as shown on the tax form you filed.

Name and address on tax form

Employer identification number (business tax returns).

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-

Social security number (individual tax returns). If

filed jointly, show both numbers.

Yours

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-

Spouse's

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-

Date filed

Tax period on form

Form number

If paid by check, enter endorsement date and number stamped on check.

Please complete the signature area on the back of this letter.

Form 4901 (Rev. 10-78)

INTERNAL REVENUE SERVICE 4901  
TDI FUNCTION  
P.O. BOX 12566  
FRESNO, CA 93778

94-2183703 EDWA- 01 7703  
.00

B-5-a(50)

**PART II**

**I DID NOT FILE THE FORM BECAUSE (CHECK APPLICABLE BLOCKS):**

- ☐ Income was less than the amount required for filing. (Please explain below, under "Remarks".)
- ☐ Business was closed on (Date) \_\_\_\_\_
- ☐ There were no employees after (Date) \_\_\_\_\_
- ☐ I am no longer liable for filing this form. (Please explain below, under "Remarks".)
- ☐ Other. (Please explain below, under "Remarks".)

**EXPLANATION OF PENALTY CHARGES**

The penalty for late filing is 5 percent a month (or part of a month) on any tax that is unpaid by the due date of the return, up to a maximum penalty of 25 percent of the unpaid tax.

The penalty for late payment of tax is computed from the due date of the return at 1/2 of 1 percent of the unpaid tax for each month or part of the month the tax remains unpaid. It cannot exceed 25 percent of the unpaid amount.

If both the late filing and late payment penalties apply for any month, the combination of the two is limited to 5 percent of the unpaid tax for that month.

The penalty rates for underpayment of estimated tax are shown on the enclosed Notice 394.

The penalty for late deposits is 5 percent of the amount of underpayment without regard to the time the underpayment continues. (This penalty does not apply to income tax returns.)

In addition to the penalties described above, exempt organizations may be liable for a penalty of \$10 a day for each day the required form is late and managers of private foundations may be liable for a penalty of \$10 a day for each day the annual report of a private foundation is late.

Remarks: \_\_\_\_\_

Signature	Title (business tax returns)	Telephone (with area code) Home: Business:	Date
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Form 4901 (Rev. 10-76)

B-5-a(51)

## PART 7

## Uniform Parentage Act

[Added by Stats 1975 ch 1244 § 11.]

- § 7000. Title.
- § 7001. "Parent and child relationship".
- § 7002. Marital status of parents irrelevant.
- § 7003. Establishment of parent and child relationship.
- § 7004. Presumption of natural fatherhood.
- § 7005. Father of child conceived by artificial insemination.
- § 7006. Actions with respect to existence of father and child relationship.
- § 7007. Jurisdiction and venue.
- § 7008. Parties.
- § 7010. Judgment.
- § 7011. Fees and costs.
- § 7012. Enforcement of obligations of father.
- § 7013. Continuing jurisdiction.
- § 7014. Closed hearing and records.
- § 7015. Actions with respect to existence of mother and child relationship.
- § 7016. Written promise to furnish support.
- § 7017. Adoption of child: Notice to father: Proceeding to identify natural father.
- § 7017.1. Fee not to be charged for filing petition to terminate parental rights of father.
- § 7018. Severability.

§ 7000. [Title.] This part shall be known and may be cited as the "Uniform Parentage Act." [1975 ch 1244 § 11.]

§ 7001. ["Parent and child relationship."] As used in this part, "parent and child relationship" means the legal relationship existing between a child and his natural or adoptive parents incident to which the law confers or imposes rights, privileges, duties, and obligations. It includes the mother and child relationship and the father and child relationship. [1975 ch 1244 § 11.]

§ 7002. [Marital status of parents irrelevant.] The parent and child relationship extends equally to every child and to every parent, regardless of the marital status of the parents. [1975 ch 1244 § 11.]

§ 7003. [Establishment of parent and child relationship.] The parent and child relationship may be established as follows:

- (1) Between a child and the natural mother it may be established by proof of her having given birth to the child, or under this part.
- (2) Between a child and the natural father it may be established under this part.
- (3) Between a child and an adoptive parent it may be established by proof of adoption. [1975 ch 1244 § 11.]

§ 7004. [Presumption of natural father-

hood.] (a) A man is presumed to be the natural father of a child if he meets the conditions as set forth in Section 621 of the Evidence Code or in any of the following subdivisions:

(1) He and the child's natural mother are or have been married to each other and the child is born during the marriage, or within 300 days after the marriage is terminated by death, annulment, declaration of invalidity, or divorce, or after a decree of separation is entered by a court.

(2) Before the child's birth, he and the child's natural mother have attempted to marry each other by a marriage solemnized in apparent compliance with law, although the attempted marriage is or could be declared invalid, and,

(i) If the attempted marriage could be declared invalid only by a court, the child is born during the attempted marriage, or within 300 days after its termination by death, annulment, declaration of invalidity, or divorce; or

(ii) If the attempted marriage is invalid without a court order, the child is born within 300 days after the termination of cohabitation.

(3) After the child's birth, he and the child's natural mother have married, or attempted to marry, each other by a marriage solemnized in apparent compliance with law,

R-5a(51)

although the attempted marriage is or could be declared invalid, and

(1) With his consent, he is named as the child's father on the child's birth certificate, or

(ii) He is obligated to support the child under a written voluntary promise or by court order.

(4) He receives the child into his home and openly holds out the child as his natural child.

(b) Except as provided in Section 621 of the Evidence Code, a presumption under this section is a rebuttable presumption affecting the burden of proof and may be rebutted in an appropriate action only by clear and convincing evidence. If two or more presumptions arise under this section which conflict with each other, the presumption which on the facts is founded on the weightier considerations of policy and logic controls. The presumption is rebutted by a court decree establishing paternity of the child by another man. [1975 ch 1244 § 11.]

§ 7005. [Father of child conceived by artificial insemination.] (a) If, under the supervision of a licensed physician and with the consent of her husband, a wife is inseminated artificially with semen donated by a man not her husband, the husband is treated in law as if he were the natural father of a child thereby conceived. The husband's consent must be in writing and signed by him and his wife. The physician shall certify their signatures and the date of the insemination, and file the husband's consent with the State Department of Health, where it shall be kept confidential and in a sealed file. However, the physician's failure to do so does not affect the father and child relationship. All papers and records pertaining to the insemination, whether part of the permanent record of a court or of a file held by the supervising physician or elsewhere, are subject to inspection only upon an order of the court for good cause shown.

(b) The donor of semen provided to a licensed physician for use in artificial insemination of a woman other than the donor's wife is treated in law as if he were not the natural father of a child thereby conceived. [1975 ch 1244 § 11.]

§ 7006. [Actions with respect to existence of father and child relationship.] (a) A child, the child's natural mother, or a man presumed to be his father under paragraph (1), (2), or (3) of subdivision (a) of Section 7004, may bring an action as follows:

(1) At any time for the purpose of declaring the existence of the father and child relationship presumed under paragraph (1), (2), or (3) of subdivision (a) of Section 7004.

(2) For the purpose of declaring the nonexistence of the father and child relationship presumed under paragraph (1), (2), or (3) of subdivision (a) of Section 7004 only if the action is brought within a reasonable time after obtaining knowledge of relevant facts. After the presumption has been rebutted, paternity of the child by another man may be determined in the same action, if he has been made a party.

(b) Any interested party may bring an action at any time for the purpose of determining the existence or nonexistence of the father and child relationship presumed under paragraph (4) of subdivision (a) of Section 7004.

(c) An action to determine the existence of the father and child relationship with respect to a child who has no presumed father under Section 7004 or whose presumed father is deceased may be brought by the child or personal representative of the child, the State Department of Health, the mother or the personal representative or a parent of the mother if the mother has died or is a minor, a man alleged or alleging himself to be the father, or the personal representative or a parent of the alleged father if the alleged father has died or is a minor.

(d) Regardless of its terms, an agreement between an alleged or presumed father and the mother or child does not bar an action under this section.

(e) An action under this section may be brought before the birth of the child.

(f) The district attorney may also bring an action under this section in any case in which he believes that the interests of justice will be served thereby. [1975 ch 1244 § 11.]

§ 7007. [Jurisdiction and venue.] (a) The superior court has jurisdiction of an action brought under this part.

(b) A person who has sexual intercourse in this state thereby submits to the jurisdiction of the courts of this state as to an action brought under this part with respect to a child who may have been conceived by that act of intercourse.

(c) The action may be brought in the county in which the child resides or is found or, if the father is deceased, in which proceedings for probate of his estate have been

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STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
SACRAMENTO CA 95857



## OFFICIAL NOTICE

Date: 12/09/77

Income Year Ended: 12/31/76

SAN FRANCISCO ACTION EQUALITY, INC.

Corporate No.: 7627450 SF5AE

P O BOX 15023  
SN FRANCISCO CA 94115

WE SENT YOU A NOTICE REQUESTING THAT AN INFORMATION STATEMENT OR RETURN BE FILED FOR THE INCOME YEAR SHOWN ABOVE. OUR RECORDS INDICATE THAT NEITHER HAS BEEN FILED. IF YOU DO NOT COMPLY, THE CORPORATION'S EXEMPT STATUS MAY BE REVOKED AND THE POWERS, RIGHTS, AND PRIVILEGES MAY BE SUSPENDED OR FORFEITED.

IF THIS ORGANIZATION IS A PRIVATE FOUNDATION, THIS REQUEST SERVES AS A NOTICE TO OFFICERS THAT FAILURE TO FILE A RETURN MAY RESULT IN THE IMPOSITION OF PERSONAL PENALTIES AGAINST THE OFFICERS.

*Check w/  
Gene on  
structure!  
H*

*X: V E dad*

*Legal Traffic*

*done!  
db*

EXEMPT SECTION  
TELEPHONE (800) 852-7050

*SF*

*B-5-a(53)*

COVER SHEET:

1. Series of travel situations with legal problems
  - a. Michael Daniels, Annie Mae Harris
  - b. Alfred Smith
  - c. Diola Christmas & children; Betty Fountain & children
  - d. Aurora Rodriguez, Terry Stewart, Aurora Stewart, Lisa Whitmire
  - e. Florence Heath, Mary Morton, Mary Cottingham, Grover Washington
  - f. Exie Eleby, Melita Gibson
2. Irene Edwards - irs tax situation

TO CAROLYN LAYTON

Law Office Report #8

December 26, 1977

from June

1. Following are a series of situations which we want to present to you for consideration re whether ok to travel or not, considering possible legal problems involved with them:

OK a. Michael Daniels, Annie Mae Harris - Michael is 13; he has lived with his grandmother, Annie Mae Harris, since he was a baby. When he was 3, he was placed by the court in Los Angeles in the custody of his natural dad, because his mom was judged unfit. But his natural dad later had Annie Mae have Michael, and she's had him ever since. This year Michael's natural dad signed f.l. power of attorney and has told Annie Mae and Michael he wants Michael to go to Guyana. Michael has acted out at school in past months, was suspended for a time; but for the past month or so he has been better, works on the microphone crew. Michael's dad has no court papers in his possession of Michael's placement with him.

OK b. Alfred Smith - became 18 Christmas day, 12/25. His relatives are hostile - he's related to Jessie Boyd, his aunt, who left a long time ago, and he's related to Jackie Freeman, whose mom makes it difficult for her to come at all and whose mom collects money on her behalf, saying Jackie is mentally retarded.

\* c. Diola Christmas, and children; Betty Fountain, and children: Betty is Versie's sister. Betty and Diola lived in same house in L.A. Last month Diola's husband threatened to serve her with divorce papers because he heard everyone was leaving for Guyana. She called late one night from L.A.; Versie took the call and consulted with me, Alice, Florida, Phyllis H.. We discussed what the woman possibly could do, and eventually decided on the temporary thing for her to just evade service and wait it out and see if her husband really followed through with what he threatened to do. At that time we also discussed Betty Fountain, because she has similar situation; both Diola and Betty are separated from hostile husbands prone to violence, both have children, and both live together. We talked about perhaps sometime in the future when it came time for them to go, they could go somewhere on their own first and Versie suggested her dad in Portland Oregon. We did not decide on anything and it was not my impression that it was time yet for either Diola or Betty to go anywhere. But the next thing I heard was the week before Versie left, and Betty and Diola were already in Portland; they had traveled there with some of our money which Versie requested for them. Now we have an awkward situation of these 2 women way up in Portland, no real contact with the church, and I don't think we're in a position to send them over yet. Alice is the one they can contact by phone; Sandy and I have talked about perhaps their best alternative is to come back to L.A. and wait til things cool down here for us.

d. Aurora Rodriguez, and her grandchildren, Terry Stewart, Aurora Stewart, and Lisa Whitmire

*What about the children's father? He has a problem? If not, OK. Then to come. If Dickerson which is a grandchild case and needs some approval?*

The children's natural mother, who lives in Santa Barbara, signed f.l. papers, in the presence of Gloria Rodriguez, Tim Carter, and Aurora, here in S.F. early this year. Aurora received AFDC for the children for awhile; then the welfare department demanded that the natural mother contribute \$150 to their support. The natural mother asked Aurora to return the children because she did not want to pay the \$150. Aurora, after counseling, cancelled the AFDC and told their mom she wanted to keep the children. Both of the 2 girls were molested by a male friend of their mom's, one after the other, at the same time in their mom's house. The eldest child finally told Aurora, long after it happened, when they had moved up here. Aurora's husband stopped coming to church several months ago; served her with divorce papers last month. But since then he's come up to SF service twice and stays close to her whenever he comes up. He came up for this last weekend, Christmas. We do not know how to handle this case in light of your decision not to send over Roseanna Dickerson and her grandchildren. Roseanna had legal court custody of her grandchildren; Aurora has nothing but an f.l. power of attorney. Maybe Gloria can give a better impression of the children's natural mom, and of her dad.

*Who are the girls? Father? What is their relation ship to the whole thing?*

*Do 2nd of e. three get 1/3? Seems like we could load ourselves down with non-convicted people. We can afford. I don't know. Can she get a father's consent for the 16 year old? 15 y.o.*

Florence Heath, Mary Morton, Mary Cottingham, Grover Washington  
Florence Heath, of Pittsburg, sold her property, split the sale with her divorced husband as part of the divorce decree, and turned over \$7,000 after paying her personal bills of \$1,000. She was very pushy about going over immediately as she had to move out of her 3 bedroom house after escrow closed so the new buyer could move in. We have put her up in an apartment at 998 Divisadero. She was also very pushy about taking along with her her senior citizen mom, Mary Cottingham, a member, and her 40 year old brother, Grover Washington, who has a mental problem and is slow, a member, her adult daughter, Mary Morton, and 2 grandchildren. Mary Morton has 2 children, 1 of which she wants to take with her, an 8 year old daughter. She wants to leave her 16 year old daughter, who does not attend p.t., with her sister in Pittsburg, and had us draw up a paper to that effect. Leona is against this; she does not approve of Mary leaving a child back here. Florence also wants to take her 13 year old son, of whom she has physical custody after the divorce and her husband has visitation rights. She says the husband never visits the son; and that the husband has even told her mom that he's not the natural dad of Michael Heath. We have not cashed the cashier's check Florence turned over from the sale on her house as we are worried about her being up here, not going over immediately, and being a property giver. Florence is bourgeois, asked Hue to send over her stereo component set, wears a lot of wigs, and has lots of clothes. But Florence also has been a mainstay in Pittsburg, was the person who drove Pittsburg members in, is a member of

*Text comes from دفتر otherwise no problem. Just more money to feed.*

*Can any person work?*

the Apostolic Singers, and is generally positive. We had Debbie Evans check out the brother Grover Washington. He is treated at a Pittsburg clinic; they informed her he takes no medication, he is just slow. His physical health is good, they do not perceive any potential harm in his traveling anywhere. He is not violent, he is a mild sort, has come to the church for years with Florence.

- Don't send the  
for court  
at least  
can't afford*
- f. Exie Eleby, Melita Gibson - As soon as we schedule the guardianship annual accounting which is a minor event but must take place to satisfy the court and which Frolich will handle in Ed's place, she'll be free to go. BUT how can she go and leave Melita here? Melita's natural mom is Jean Gibson aka Jean Alexander. Jean Gibson is still in again/out again; didn't come to church for the last 2 weeks but was here Christmas day, playing piano as usual. Jean's ambivalence makes it difficult to project when and if Melita and Lisa can go; as of now we won't send either Lisa's dad sent for her to come to Louisiana; she isn't going but his appearance now makes it more difficult than ever. Exie has had Melita, who's about 8 now, for the past 3 years. She is Melita's legal guardian. It would not be difficult to replace Melita back with her mom; when Melita comes up from L.A. I notice she hangs around with her mom a lot. But Exie may take it hard.

*Maybe try to get court approval for Melita to go with Exie? Attach mother's consent and affidavit that father has not seen the child in years and she doesn't know his whereabouts.*

- g. What is your position now on parents with children, one parent gone or out of the picture, and the parents were never married? We have a number of situations like that. See attached copy of Civil Code sections 7000... which declares marital status of parents irrelevant in determining parent/child relationship. What significance does this have on our particular situation?

*I guess we might consider a 5-year no contact rule if think as a safety factor.*

*Five years is too long. I'd suggest going case by case & see how long it's been since any contact. I don't see how we can make a hard & fast rule.*

1. Exie Eleby's house in Los Angeles (Chaikin should be consulted on this)

Background: In 1976 Exie Eleby and her son John Anderson each owned 1/2 interest of property located at 860 West 57th Street, L.A. On October 1, 1976 a grant deed was recorded by L.A. Recorder on which John Anderson had signed, notarized by Kay Nelson, in which he conveyed his 1/2 interest to Exie, making it her sole and separate property. That meant he no longer owned any part of this property. There is a slight discrepancy on this deed - Kay never dated her notarial statement where it says John Anderson appeared before her on such a date; but, John Anderson's signature on the deed is dated, and McElvane says this is no problem. (ASK CHAIKIN IF THIS IS TRUE?) *I agree, but then can check with the title company.*

Exie conveyed her property to P.T., and we recorded the deed with the L.A. Recorder's office, making it public record that this property was now owned by P.T. This was done in November or December, 1976.

In summer 1977 we sold this property to a Mr. Joe Wilson and he lives there.

<sup>a copy of</sup>  
This week we received/the attached letter from attorney Jerome Sarrow saying that he represented John Anderson, that Anderson owned 1/2 interest of Exie's property, and that neither Exie nor P.T. ever owned or otherwise was entitled to convey Mr. Anderson's interest in this property.

After consultation with McElvane and Jean Brown, the attached letter <sup>gold</sup> was sent to attorney Sarrow today, copy to Mr. Wilson. *Send cc To Sam.*

2. Oreen Armstrong/Poplin - **NO**

Oreen is trying to get death benefits from social security administration as widow of Earl Poplin. She was never legally married to him, until September 12, 1977 Clara Johnson married them and signed her name on the marriage certificate as minister, of Christian denomination, and recorded the marriage certificate with the L.A. County Recorder's office. When Earl died, Oreen went to Social Security Administration in L.A. and told them that although Clara had married them in September 1977, she also had married them in October 1972, and that she had never recorded this 1972 marriage certificate with the LA County Recorder and that this marriage certificate and church record of this marriage were destroyed in the S.F. Temple fire in 1973. She told them this because the September 1977 marriage was too close to the death date; she would have had to have been married to him longer in order to claim widows death benefits. The Social Security clerk prepared a SSA form to be signed by Clara which names Peoples Temple as the place where she married them in 1972 and specifies how the records were destroyed in the fire. Social Security also wants a statement from the S.F. Temple saying that there was a fire in 1973 and that church records were destroyed in it. We do not want to do any of this (1) because Clara is not an ordained minister; because she would have to sign a sworn statement, which if false is punishable under federal and/or state law; (2) because she was not a minister in 1972; (3) because the Social Security form names

B-5-a(58)

2. Oreen Armstrong/Poplin, continued -

Peoples Temple of the Disciples of Christ on it and this might lead to further inquiry later on. Lorie Efrien says Oreen told her many times she never married Earl so that her SSI check would not be cut down. She married him at the last because she wanted to get the survivors benefits which are permanent and transferable, whereas SSI is not transferable. Oreen came up from L.A. this weekend demanding that we give her a written statement that the church burned down, etc.; she refused to move for 3 hours in her seat after service until we answered this question; McElvane flew in to report on other matters from L.A. and we had him talk to her, explaining that there were legal questions involved and we could not handle it that night right away and that she should go home, to 1029 Geary where she is staying til she flies back to L.A. later this week.

Do you have any suggestions/should we have Clara sign the statement of 1972 marriage/...We wanted to relay this on the radio but found it impossible to translate.

*Hell no! Tell Oreen we will not be a party to cheating the government.*

*Absolutely NOT*

EPHRAIM P. KRANITZ  
JEROME H. SARROW  
STANLEY C. IMERMAN

LAW OFFICES OF  
KRANITZ, SARROW & IMERMAN  
PROFESSIONAL CORPORATION  
4929 WILSHIRE BOULEVARD, SUITE 700  
LOS ANGELES, CALIFORNIA 90010

AREA CODE 213  
TELEPHONE 931-1401

Dec. 20, 1977

Mr. Joe L. Wilson  
860 West 57th Street  
Los Angeles, California

Dear Mr. Wilson:

Please be advised that I am the attorney for John Anderson. Mr. Anderson is the owner of an undivided one-half interest in and to the property located at 860 West 57th Street, Los Angeles, California. He received his interest by deed from his mother, Mrs. Eleby in November of 1972.

Mrs. Eleby subsequently conveyed her interest only to Peoples Temple of the Disciples of Christ, in November of 1976, and Peoples Temple conveyed that one-half interest to you.

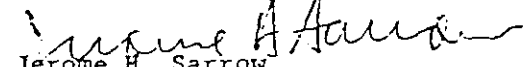
However, at all times, Mr. Anderson has been, and now is, the owner of an undivided one-half interest in said property, and neither Mrs. Eleby nor Peoples Temple has ever owned, or otherwise been entitled to convey Mr. Anderson's interest in the property.

The purpose of this letter is to put you on notice of the ownership interest of Mr. Anderson in the subject property.

Please feel free to contact the undersigned should you have any questions regarding this matter.

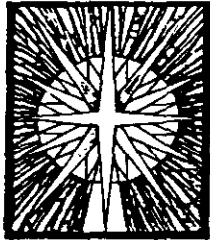
Very truly yours,

KRANITZ, SARROW & IMERMAN  
Professional Corporation

  
Jerome H. Sarrow

JHS/bp

A-5-A-(60)



## PEOPLES TEMPLE

OF THE  
DISCIPLES OF CHRIST

*Jim Jones,*  
Pastor

*"For I was an hungred  
and ye gave me meat:  
I was thirsty  
and ye gave me drink:  
I was a stranger  
and ye took me in:  
Naked, and ye clothed me:  
I was sick, and ye visited me:  
I was in prison,  
and ye came unto me.*

*"Then shall the righteous  
Answer him, saying,  
When saw we thee an hungred  
And fed thee?  
Or thirsty,  
And gave thee drink?  
When saw we thee a stranger  
And took thee in?  
Or naked, and clothed thee?  
Or when saw we thee sick?  
Or in prison,  
And came unto thee?*

*"Verily I say unto you,  
Inasmuch as ye have done it  
Unto one of the least of these...  
...Ye have done it unto me"*

Matthew 25:35-40

January 2, 1978

Mr. Jerome H. Sarrow  
Kranitz, Sarrow & Imerman  
4929 Wilshire Blvd., Suite 700  
Los Angeles, California 90010

Dear Mr. Sarrow:

We received a copy of your letter of December 20, 1977 addressed to Mr. Joe L. Wilson concerning property located at 860 West 57th Street, Los Angeles. In your letter you explain that your client, Mr. John Anderson, the son of Mrs. Exie Eleby, is the owner of an undivided one-half interest in and to such property. You explain further that Mrs. Eleby conveyed her one-half interest of such property to Peoples Temple in November 1976 and that Peoples Temple subsequently conveyed that one-half interest to Mr. Joe Wilson.

We have checked our files concerning this matter, and find there appears to be some misunderstanding on the part of your client as to title to this property. On October 1, 1976 a grant deed was recorded by the Los Angeles County Recorder, executed by Mr. Anderson, in which he conveyed his one-half interest to such property to Mrs. Eleby as her sole and separate property (see Book 07265, page 744, Los Angeles County Recorder's Office). Mrs. Eleby subsequently conveyed her interest to Peoples Temple, which at that time was her sole and separate property to convey as she wished, as Mr. Anderson no longer had title to it.

B-5-A(61)

-2-

We would suggest you check further with Mr. Anderson, and the Los Angeles Recorder's Office. Any further questions regarding this property should be referred to our legal counsel, Mr. Charles Garry, 1256 Market Street, San Francisco, California, telephone (415) 864 3131.

Sincerely,

June B. Crym

cc: Mr. Joe L. Wilson

B-52(12)

1. Truth Enterprises, Inc.

We learned from Harold last night that the printing equipment downstairs, which we think is owned by Truth Enterprises corporation, is NQT insured. In April Ed asked Harold to insure the equipment, because although originally it had been decided to close down the corporation, for some reason this was changed and it was finally decided to keep Truth active, and since the printing equipment was still in use and would be, Ed wanted the equipment insured. Insurance would cover any incident where if someone from the outside came in to repair or service the equipment and had an injury in the process, or if there was a fire in the print shop.

Harold said to insure the equipment now at current rates will cost \$3,000 for one year, in advance. The insurance company does not insure for 3 or 6 months. If you cancel the policy before the year is up, you get a refund on the balance. But you initially have to put out \$3,000. Some years ago the printing equipment was insured and we paid \$900 a year, but since then the rates have gone up everywhere. Also, the equipment being located in San Francisco causes a higher rate.

\$3,000 is so high, last night Jean Brown, Harold and Clancy and I talked about alternatives. We are pretty dense about the whole thing because there is nothing in the corporate files to explain the answers to the following questions, so I am sending this over, in hopes some consultation over there will feed us back some explanation...BEFORE WE TAKE STEPS TO INSURE...unless we hear otherwise from you.

At one time we considered having Truth Enterprises corporation dissolve, and donate the printing equipment to Peoples Temple corporation. It was never done. We assume there was a legal reason for this but none of us know it. The reason we bring it up now is that if we did dissolve Truth and donate the printing equipment to P.T., we might be able to include the equipment under the already existing P.T. liability insurance policy and avoid putting out \$3,000 for a new policy.

- a. Is there a legal reason why we can't dissolve Truth and donate to P.T. and insure under P.T. policy?
- b. Would we be jeopardizing P.T.'s tax status if we dissolved Truth and operated the print shop under P.T. corporation?
- c. If we insured printing equipment under P.T. insurance policy, would we have to list the print shop on the insurance policy as a business? Does this enter into our "unrelated business income" problem? Do we get in trouble with zoning?
- d. If we dissolved Truth, put the print shop under P.T., could we stop the filing of the resale tax permit quarterly reports -- this permit is for when we buy goods and pay no sales tax, then perform a service or sell something from those goods (i.e. printing for outside jobs) and charge sales tax on it. Clancy says now there are no real outside jobs which we charge for, other than a nominal sum to Sun Reporter. So we end up filing quarterly sales tax report and paying tax, but not getting any income to make up for it. In this case, why not just pay sales tax in the first place and eliminate the paperwork of the quarterly reports?

B-5a (43)

extra copy

1. Truth Enterprises, Inc.

We learned from Harold last night that the printing equipment downstairs, which we think is owned by Truth Enterprises corporation, is NOT insured. In April Ed asked Harold to insure the equipment, because although originally it had been decided to close down the corporation, for some reason this was changed and it was finally decided to keep Truth active, and since the printing equipment was still in use and would be, Ed wanted the equipment insured. Insurance would cover any incident where if someone from the outside came in to repair or service the equipment and had an injury in the process, or if there was a fire in the print shop.

Harold said to insure the equipment now at current rates will cost \$3,000 for one year, in advance. The insurance company does not insure for 3 or 6 months. If you cancel the policy before the year is up, you get a refund on the balance. But you initially have to put out \$3,000. Some years ago the printing equipment was insured and we paid \$900 a year, but since then the rates have gone up everywhere. Also, the equipment being located in San Francisco causes a higher rate.

\$3,000 is so high, last night Jean Brown, Harold and Clancy and I talked about alternatives. We are pretty dense about the whole thing because there is nothing in the corporate files to explain the answers to the following questions, so I am sending this over, in hopes some consultation over there will feed us back some explanation...BEFORE WE TAKE STEPS TO INSURE...unless we hear otherwise from you.

At one time we considered having Truth Enterprises corporation dissolve, and donate the printing equipment to Peoples Temple corporation. It was never done. We assume there was a legal reason for this but none of us know it. The reason we bring it up now is that if we did dissolve Truth and donate the printing equipment to P.T., we might be able to include the equipment under the already existing P.T. liability insurance policy and avoid putting out \$3,000 for a new policy.

- a. Is there a legal reason why we can't dissolve Truth and donate to P.T. and insure under P.T. policy?
- b. Would we be jeopardizing P.T.'s tax status if we dissolved Truth and operated the print shop under P.T. corporation?
- c. If we insured printing equipment under P.T. insurance policy, would we have to list the print shop on the insurance policy as a business? Does this enter into our "unrelated business income" problem? Do we get in trouble with zoning?
- d. If we dissolved Truth, put the print shop under P.T., could we stop the filing of the resale tax permit quarterly reports -- this permit is for when we buy goods and pay no sales tax, then perform a service or sell something from those goods (i.e. printing for outside jobs) and charge sales tax on it. Clancy says now there are no real outside jobs which we charge for, other than a nominal sum to Sun Reporter. So we end up filing quarterly sales tax report and paying tax, but not getting any income to make up for it. In this case, why not just pay sales tax in the first place and eliminate the paperwork of the quarterly reports?

15-5-12(64)

duplicate

1. Earl Johnson - He is an heir in the estate of his aunt, Lola Edwards, deceased. He already knows this. The aunt's property is being sold for \$8,500 in order to reduce the property to funds in order to distribute the estate among the heirs. This means that eventually Earl should be receiving his portion of the \$8,500, as one of 8 heirs, after legal fees are taken out, etc. This is not a question; this is just information to be explained to Earl Johnson if you want to.
2. Washington Saunders - The reason for this write-up is that Washington's living situation may soon change, the communal apartments are gradually being phased out as people travel, and we are anticipating at some near future point dealing with this awkward situation: At present his roommates are Joe Beam and Andy. Andy moves into the Temple when Joe goes over this month. This leaves Washington alone. Temporarily Andy can remain in the apartment, but sooner or later we will have to deal with this. Washington's impossible legal situation makes it more difficult - Garrison, who rarely comes anymore, is his conservator. If Washington were to travel, he would have to go with his conservator, we assume. At this stage, Garrison is so unpredictable it would be better to get him completely removed from the case. It is obvious that Garrison has no intention of going to Guyana. Meanwhile, Washington's nephew, who started the court case to be conservator till we stepped in and had Garrison appointed, is still hostile to us and doesn't want Washington to go over. Considering all this, I would prefer to send Washington back to his nephew and hope he stays there, have Garrison removed from the conservator, represented by the nephew's attorney, and turn over the balance of Washington's bank account which consists of his \$51, to the nephew, explaining that while Washington was with us we took care of his basic needs. (We haven't used Washington's money to pay his rent because it is a Peoples Temple lease and since Garrison as conservator has to account to the court for the way in which Washington's money has been spent, we were hesitant to use the money in this way. Debbie is familiar with this, so is Chaikin.) But before we make a move which might end up in sending Washington back to his nephew for good, Andy and I thought we better write it up for further consideration over there. Andy suggested sending Washington to his nephew ostensibly to convince the nephew to agree with Washington's going overseas, although actually assuming that the nephew would not agree to it and would forbid Washington to go. This places the onus on Washington's nephew, not us.
3. Richard Parr - Last night he handed me a handwritten grant deed on which he had signed his and Girlee's names and wrote in that they were conveying their house to Peoples Temple, saying "the present occupants may continue to live in and control the inside of house, but not later than July 31, 1978 unless persons concerned agree otherwise." He said this was just a rough draft, that he had yet to get the actual property description papers to put on the deed, but he wanted me to keep this for safekeeping. In other words, he was letting us know that he is ready to turn over his house and he intends to stay in it til July 1978. He wants Jack Beam and the crew to make some improvements on it first.

Answer  
Girlee  
Via  
radio

B-5-a (t5)

GENE CHAIKEN

to Gene C.

Terri wants to know if you see anything wrong legally with the idea of making the Forum Corporation (I can't remember the name) into Peoples Temple, and dissolving the other. Then putting the

machinery which is owned by Truth also into PT's name. They want to consolidate it.

They want it to be an in plant shop.

Of course, they understand they can only print PT material this way, nothing for

Dynamally or others. They think this would

avoid a lot of tax problems for them and

simplify things if they could do this.

about go into P.T. They should have prior

APOSTOLIC CORPORATION-they still have people who have donated when the Corp. still

existed. They do not know how to handle

this tax wise. She has to give more

clarification on this, but the static was

too bad.

What needs to be done?

What needs to be done?

What needs to be done?

What needs to be done?

What needs to be done?

What needs to be done?

What needs to be done?

What needs to be done?

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What needs to be done?

What needs to be done?

What needs to be done?

What needs to be done?

What needs to be done?

What needs to be done?

TO CAROLYN LAYTON

Law Office Report, #11

January 11, 1977

from June

To June #2 answer

1. Earl Johnson - He is an heir in the estate of his aunt, Lola Edwards, deceased. He already knows this. The aunt's property is being sold for \$8,500 in order to reduce the property to funds in order to distribute the estate among the heirs. This means that eventually Earl should be receiving his portion of the \$8,500, as one of 8 heirs, after legal fees are taken out, etc. This is not a question; this is just information to be explained to Earl Johnson if you want to.

2. Washington Saunders - The reason for this write-up is that Washington's living situation may soon change, the communal apartments are gradually being phased out as people travel, and we are anticipating at some near future point dealing with this awkward situation: At present his roommates are Joe Beam and Andy. Andy moves into the Temple when Joe goes over this month. This leaves Washington alone. Temporarily Andy can remain in the apartment, but sooner or later we will have to deal with this. Washington's impossible legal situation makes it more difficult - Garrison, who never comes anymore, is his conservator. If Washington were to travel, he would have to go with his conservator, we assume. At this stage, Garrison is so unpredictable it would be better to get him completely removed from the case. It is obvious that Garrison has no intention of going to Guyana. Meanwhile, Washington's nephew, who started the court case to be conservator till we stepped in and had Garrison appointed, is still hostile to us and doesn't want Washington to go over. Considering all this, I would prefer to send Washington back to his nephew and hope he stays there, have Garrison removed from the conservator, represented by the nephew's attorney, and turn over the balance of Washington's bank account which consists of his SSI, to the nephew, explaining that while Washington was with us we took care of his basic needs. (We haven't used Washington's money to pay his rent because it is a Peoples Temple lease and since Garrison as conservator has to account to the court for the way in which Washington's money has been spent, we were hesitant to use the money in this way. Debbie is familiar with this, so is Chaikin.) But before we make a move which might end up in sending Washington back to his nephew for good, Andy and I thought we better write it up for further consideration over there. Andy suggested sending Washington to his nephew ostensibly to convince the nephew to agree with Washington's going overseas, although actually assuming that the nephew would not agree to it and would forbid Washington to go. This places the onus on Washington's nephew, not us.

3. Richard Parr - Last night he handed me a handwritten grant deed on which he ~~had~~ signed his and Girlee's names and wrote in that they were conveying their house to Peoples Temple, saying "the present occupants may continue to live in and control the inside of house, but not later than July 31, 1978 unless persons concerned agree otherwise." He said this was just a rough draft, that he had yet to get the actual property description papers to put on the deed, but he wanted me to keep this for safekeeping. In other words, he was letting us know that he is ready to turn over his house and he intends to stay in it til July 1978. He wants Jack Beam and the crew to make some improvements on it first.

Can't  
without  
court  
O.K.

Right!

It  
nephew  
will  
him

Good  
thought

Ash  
Ed  
Can we  
take out  
some of  
this &  
before we  
send  
back?  
Yes.  
I asked  
some time  
ago to  
someone  
help in  
change  
new  
house

Sent on  
Feb. 14

B-5-a(69

TO CAROLYN LAYTON

Law Office Report No. 12 January 15, 1978

from June

- ( . Attached are xeroxes of the letters we have received from IRS and Franchise Tax Board, for some of the people I wrote about in Report No. 7. We are still searching for the tax returns for the other people; they were hurriedly put together in file cabinets when Tish and Betty and Maria McCann and Ellen were closing down the records to be shipped over. Then the records weren't shipped over and now we have a room full of file cabinets stuffed with tax records, in no apparent order, and Betty has very little time to spend methodically putting the stuff back in order. So searching for past tax returns takes longer.

The tax returns Betty found, copies attached, are for [REDACTED] 1975; and [REDACTED] 1975.

- a. For [REDACTED] we found that on March 25, 1977 Franchise Tax Board sent to them a Notice of Additional Tax Proposed to be Assessed, in the amount of [REDACTED]. This was for the tax year 1975. Now in September 1977 we received another notice from the Franchise Tax Board, of amount due, and the amount is now [REDACTED] probably the increase is due to penalties because of nonpayment. See attached notices, and income tax return form 540.
- b. For [REDACTED] we have found and attached xerox of their 1975 IRS form 1040.
- c. For Mary Louise Shavers, we had received a notice from the IRS of overdue tax due for 1975 in the amount of \$219.52. Tish's file for Louise does not contain any tax return filed for 1975, but does contain a notice of deficiencies in her 1975 tax return - apparently she filed in error and listed some benefits she was not allowed to list; they charged her \$195.83. The notice we have received for \$219.52 may be the same notice but with penalties added.
- d. For [REDACTED], there is nothing in Tish's file cabinets on her, and I expect this is because [REDACTED] was not apostolic and probably did her own taxes or didn't file at all. This should be checked out on your end with [REDACTED]. See attached xeroxes of notices we have received of taxes due by her.
- e. For Mary Louise Shavers and [REDACTED] since we have no income tax returns to send for reference, I would guess that we should send a letter asking for copies, to the IRS. But before I do that I will wait for further directions because you said to not do anything in Lucinda's department on these cases, and if I send any letters to IRS, that will be the first step of notifying them, which you may not wish done yet.

Martha and I will wait to hear from you on these cases before doing any further.

- f. In Report No. 7 I also listed [REDACTED] and [REDACTED] but we have no record of income tax returns here for them, or at least Betty can't find them in the tax records room. [REDACTED] was not apostolic in 1975, and her husband was never in the church, so I would not expect to find anything. Our inclination would be to ignore the

*Sent June  
ans Feb. 14*

B5a(68)

Law Office Report No. 12 January 15, 1978

from June

NOTES. We are worried about what the repercussions would be if the persons receiving the notices might eventually change their minds and want to return. (We is Martha and myself.) What kind of charges would these people face, re re-entry, etc. Is this worth worrying about?

*The xeroxes are in the respective folders, attached,  
to be given to Liah to work on & report back to us.  
j*

*BSA 69)*

C.L. copy

Law Office Report #13

February 12, 1978

from June

page 1

1. Information re people traveling:

a. Aurora Rodriguez, grandchildren Terry Stewart, Aurora Stewart, Lisa Whitmire:

Aurora Rodriguez tells me that the children's dads (2 dads involved) are both in and out of jail, there has been no contact for years. One of the dads told Aurora years ago that he wanted his children to be with her, not their mom. There would seem to be no parent problem with these children, according to Aurora. *find out where mother is*

*4 years would be pretty much when is the mother*

b. Christine Cobb, Mona Cobb - Christine and Guy Young have been getting guardianship and adoption of Mona for the past several months. Christine tells me that their attorney filed for guardianship and for an order freeing the child from the custody and control of her mom, with adoption to come after guardianship is awarded. Home visits in the adoption matter are scheduled for this week by the social worker. Hearing on the guardianship/abandonment by the mom case is scheduled for February 21. Los Angeles welfare has informed Christine's attorney they will appear for the mom and contest (they are the official conservator of Monas mom; this contesting is a technicality, an administrative move on their part as they technically have to protect their ward, Mona's mom, but Christine's attorney explains to her that this does not threaten her case for Mona). The attorney explains that the adoption will follow shortly after February 21 hearing; the judge has to sign the adoption papers, and so do Christine and Guy. So Christine should stay here at least til February 21, and I should think until the adoption papers are signed. Christine is doing her best to convince her attorney she has to get away right away, to visit her sick brother.

c. [redacted] - [redacted] On parole from robbery charge til October 1978. Says he talked to Irene and Guy Young about our helping to get his San Francisco parole officer to either shorten his parole or assign him to Guyana. He told his parole officer he does volunteer work with us. I talked to Guy Young, who said [redacted] had not spoken to him at all about this. Unless there is some special reason over there or it is felt over there that we should follow through on his request, we would prefer to leave the parole alone since October is not that far away, and rather than put pressure on the situation there, we'd just wait. He does work here, with C.J. on the crating crew. Jack says he's a good worker and follows directions well under C.J., and also he's a good researcher, he has brought in some good information about cow raising, etc. We might help his case along with some supportive letters to the parole officer here so that when his parole review date comes up in October, his file would look good. Otherwise, if you think we should go ahead and try to get assignment to Guyana, please send message and we can have Lilly talk with the parole officer here. *TO*

*recommended leaving him alone - he is trouble.*

*B-5-a(70)*

*get mom info  
Answer checked  
2/14/78*

*hold off til after parole  
3-4-78  
to him*

b7c

2. Irvin Perkins - This is not a question; this is information unless someone there sees problems in it. Irvin does diesel mechanic repair on outside bus engines for income; he has negotiated a contract to do a job for \$5300 income, 1/2 deposit down before work starts, \$750 investment in parts. Written contract, approved by Harold, McElvane. Irvin and Harold discussed what may be future tax problems for Irvin, if he files for 1978 as self-employed because he is not now deducting tax, will have to pay in one lump sum next year if he files. Of course, this depends on number of outside jobs he gets over the course of the year. Receives investment money for parts from us, subject to approval by finance committee. Operates on his own, P.T. not involved. Sounds like a good deal.

3. Berkeley Barb article re Unification Church, procurement - See attached xerox of article. I told Andy to go back through his records and itemize to whom and when he has distributed produced food, etc. Often he distributes items, such as vegetables to D-Q U, Delancy, etc. There is no problem with representation as P.T., that has always been done. The slant of the Barb article is that UC members obtained goods not representing themselves as UC and then used the goods for their own members, not the people they told the donators the goods were going to. It would seem reasonable for Andy to build up a file of groups to whom he's given procured goods, to have a history available. Bonnie suggested he give to halfway houses, child care centers, elderly centers, throughout the city; good for p.r. and practical way of getting rid of excess procurement. The stuff he gets from Synanon can't be included in this as they require that we use it directly and do not pass on. *3/4/78 to Gene*

4. Attached to this report are copies of our insurance policies on L.A., RWV, and P.T. properties. RWV office complex has been deleted, with the exception of the garage, on which we have a 6 month lease til April 1978 and which is required under the lease to be insured. Harold arranged for this to be covered; Bonnie checked with Mayfield and it is, and they will be sending her a certificate of insurance soon. Richmond property is supposed to be covered; we are still waiting for certificate of insurance. Bonnie is doublechecking on this. We also must delete LA Temple now that it's been sold. *Check to see if insurance cancelled on LA church 3/5/78 to Gene* *Return over to real estate agent from that then delete then on 5/7*

6. FOIA responses - See attached copies from FBI on Ed and from CIA for various ones. Pat says that the CIA response indicates to her that there is a file in existence on these people and that special request should be signed and notarized in Guyana. We have received a couple of signed requests from Guyana, but they were not in the correct form. Attached is a sample which I understand is being coordinated by Paula.

B-5-a(71)

- June can write & sign - shortly after the hearing the guardian left SF & I have not seen nor heard from her since he contacted me except for the letter 3/4/78*
7. Anthony Lopez guardianship - This has been radioed over; this is back up information. 1/17/78 we received a letter from the Alameda County Probate Commissioner because Chaikin as attorney for guardian Walter Jones had not filed annual accounting on the estate of the ward, Anthony. (There is no estate, but the guardianship was originally filed as a guardianship of the person and estate, so as far as the court is concerned, there is an estate unless we tell them otherwise. Annual reports are required on estates to show how the guardian has taken care of the ward's money, etc.) I received radio message to send a letter to the Probate Commissioner telling them Chaikin out of the country and enclosing copy of his letter he sent to Walter in 8/77 telling him he could no longer be his attorney, and also telling the court that Chaikin would be writing them himself in the near future. This letter has been sent. Now we need for Chaikin to write the follow-up letter. He should address it to David C. Lee, Probate Commissioner, Alameda County Superior Court, 1221 Oak St, Oakland 94612.

- Gene - NO  
HT - NO*
8. Marie Mills - Guardian of Lee Anne Thompson, Kay Rosas' daughter. She wants to adopt Lee Anne. She is trying to adopt her other foster children, so that eventually she can have an easier time of getting them overseas. She is gradually coming to realize that as foster children, they won't be able to go overseas because of the tie-up with the courts here and the constant threat of the parents taking the children back. She is going to ask her social worker about adopting Lee Anne. I would assume we will need some sort of signed consent by Kay Rosas over there. I will check with Marie some more and find out if there is a standard form, and if she might have to sign in front of a Guyanese court.
- 3/4/78  
NO  
Gene*

9. Doug Sanders - We are still receiving monthly bills from the Bakersfield D.A. for him to pay child support. When he left, it was agreed by him after consultation with Leona and others not to pay. Now we have received notice from the D.A., directed to Ed as representative of Doug, that there will be a Default Hearing 3/8/78 in Bakersfield because of his nonpayment. The letter attached to the Request to Enter Default says that Ed does not have to appear. Should we write a letter on Ed's paper and say as far as we know Doug is out of this area and we have not seen him, signed by Ed? Would this cause trouble for Ed in his department? All mail for Doug comes c/o Ed's p.o. box, including mail from his old job. We mark bills return to sender, but we keep the job mail, because they have sent valuable stuff including his last payroll check. Doug also owes the credit union of his employer \$300 which we are not paying, but which bills come here.
- 3/4/78  
NO  
Gene*

*Don't pay Gene Harried*

*B-5-a(72)*

10. Canoes - In September 1977 Lee ordered 4 canoes from New York, which were eventually to be routed to Guyana. The company he ordered them from was routing the canoes first from New York to their Covina California office, then they would go to Miami for shipping. In October the supplier of the canoes wrote from Covina saying the canoes were on their way from New York and that he would have to have our check (\$1,839.64) before he could ship them on to Miami. Full check was issued, including shipping charges in both directions. In November Norman, passing through Miami, checked with the company that was expecting the canoes and who would be packaging them up to ship to Guyana. No canoes had yet been delivered. Randolph made calls to Covina office, could not reach the man who made the sale until January 3. Was told they remembered receiving our check but would have to check on the canoes; called back January 20, saying the shipper in Miami had refused to accept the canoes at his warehouse because they were not crated. Driver deposited canoes in a bonded warehouse and returned to Covina. January 20 Randolph called the Miami shipper, who said no one had ever attempted to deliver the canoes, and there would be no problem with shipping uncrated canoes, recommended we sue the Covina office. We have the cancelled cashed check; it was cashed 11/17/77. Should we ask Eric or the other person in his office who has been handling tax cases for us to pursue litigation?

*(will the cost of suing be more than the canoe)*

11. 1752 McKinnon St., San Francisco (Edwards House) - This is the place that burned down last summer. The insurance company is still investigating the fire, won't let us clear the property and raze the remaining structure so we can sell the lot, until he gets signed permission for this from the Edwards, and from the mortgage holders to whom we still pay \$165 per month on this place as one of the Edwards' bills. I am sending, not attached to this report but directed to Julia, an authorization to be signed by the Edwards and a witness giving permission. Please send it back signed, via Lucinda, or mail, whichever is faster.

12. Oreen Armstrong Poplin - In law office report #10 is a description of her problem with SSA and wanting a marriage certificate and a sworn statement from Clara Johnson. Waiting on clearance from you folks, we (myself and Mildred, separately) told Rudy to tell Oreen that there was a legal problem involved and we would have to check further before we did anything. Rudy went back to L.A. and so did Oreen. Then we got radio message that we were not to do what Oreen requested. We called Rudy, he said that it had already been done. This week he was here and I asked him, in the presence of Mildred, if there had been some miscommunication; he said that he was told by us that it was all right for Oreen and Clara to go ahead and do what Oreen wanted. We did not press the issue as it had already happened; but both Mildred and I remember giving specific instructions not to go ahead.

B-5-a(73)

13. Oreen Armstrong Poplin - Made an appointment by herself to see Eric, came up from LA this week and talked to him. Wants to sue Kaiser Hospital in SF because she says they discharged Earl and sent him home when he was still sick with uremic poisoning. When it happened, she and Earl and Sylvia Grubbs traveled on plane down to L.A. to where Earl had regular doctor, and Kaiser Hospital there admitted him and kept him at least 1 month before he passed. Mildred checked with Eric's assistant and was told that Eric told Oreen she did not have a case and to go home. The interview went well, I am told, but he told her there was no case and not to pursue it. She ignored this, as usual, and made appointment with Kaiser Hospital attorneys to meet with them Wednesday morning. It was Mildred's feeling and mine that we should stay out of it; we did not know at this point that Eric had said there was no case, but we didn't think the church should be involved in any way because of the general way the lady acts and tells stories... So I told Kris Kice, who had been asked by Oreen to come with her to the session with Kaiser's legal counsel, not to go; Kris told David Gally, who had already assured Oreen independently without any consultation that he would go with her, not to go.

*Does she  
live in  
LA  
appt.*

*sent  
3/4/78*

Wednesday evening she was not in service, but she did come into the dining room earlier when everyone was eating dinner and complained loudly about how no one here would help her and that the attorneys at Kaiser told her she had no case. She had a written statement in her hand, Kris Kice saw it, signed by Clara Johnson, which must have been prepared when Earl was still alive. Kris read it - it summarized how Earl had been accepted by SF Kaiser, examined and kept 1 night, then sent home in a cab although they thought he had something wrong with his colon. Went on to explain trip to LA, named Hue Fortson and Sylvia Grubbs. In discussing it with Kris, she made a good point - that to make a case, Oreen would have to get the LA Kaiser Hospital to criticize the SF Kaiser Hospital, which is not likely to happen.

Oreen told Kris that Eric had said she had a case.

*10-5-78 (74)*

14. Leona has been asking from time to time if we can return original signed deeds to people who have stopped coming. These are unrecorded deeds. I think we shouldn't, now that we have found the deed file, because they are incomplete, they do not have the grantee filled in, much like a blank check. They would have been filled in eventually if the house were sold and the deed were first recorded in Rex's name to avoid capital gains tax, etc. But these were not sold, people just turned in their old deeds and signed grant deeds as an act of donation. If we were to turn these back now, I should think it would backfire on us. We could return old original property papers, insurance policies, deeds that gave title to the member in the first place, as those aren't ours anyway. But I think we should keep the donation deeds. What do you think? She is asking this because some former members are now talking around in the community that we took their property deeds (J.B. & Margie Robinson are the ones she mentioned to me.).
- Don't give back*
- sent 3/4/78*
- tell them that they have been destroyed*

15. Old Chaikin lawsuit - We got a letter from an attorney in L.A. who represents defendants in a case that Ed used to be involved in but is no longer. (O'Leary v. 3550 Wilshire Corp.) Ed's old client was a Charles M. O'Leary. The attorney wants to take a deposition of Ed. I wrote a letter explaining Ed in S.A. for several months and would they take a signed statement instead. If Chaikin can remember this case he should write a letter to be relayed to this attorney, who is J. Joseph Connolly of Adams, Duque & Hazeltine, 523 West 6th St, LA 90014. The information he wants from Ed has to do with factual issues concerning negotiations and drafting of 1967 ground lease between Mr. & Mrs. O'Leary and 3550 Wilshire Corp.
- Can't be reached with LSA*
- sent 3/4/78*

16. Notary Publics - Under the new Notary Public law effective Jan 1, 1978, one of the requirements that Calif. Secretary of State is requiring is that notarys keep photostat copies of whatever material they xerox. JRR and I have both read the statute but cant find that requirement anywhere; it may be a procedural rule just required by the Sec. of State. Anyway, we would prefer to keep copies of powers of attorney, deeds, whatever business transaction that comes up that requires notarization, but not keep extra copies of personal affidavits made by people as witnesses to incidents, mainly because of the content of the affidavit. Whatever copies JRR as notary would made would be kept in a central notary file, locked up as are the passports, with the same security. We will do this unless you advise otherwise. Also, under the new notary law, the notary has to have a chronological book with each item entered one by one, no back dating, have the person being notarized sign the notary book, provide identification such as drivers license no., which gets recorded in the book, and the notary records the time of the transaction. JRR's notary license expires in October 1978. I think we should get some more notaries, because he may have some trouble renewing, consider
- Answer needed*
- 4*
- 3*

ing the allegations made by Schwartzes, etc. when the media flak was coming out earlier in the year. Could we have Tom Adams, Robin Tschetter, Vera apply for notary - license is good for 4 years. Fee is \$15, plus bond fee which may be \$20-25. We have to check that out specifically and will know more next week about exact cost per notary application. If the above is ok, or if there are any other suggestions for notaries, please send message back. *OK 3/2/78*

17. Sale of Office Complex, RWV - When this was sold, Harold did the property inventory of things that were to remain on the property to be kept by the buyer. There is an air compressor in the garage which works and which was not listed on the inventory. Are we to assume that we keep this? Rob says it is of medium quality, works, and will be kept there til we move the buses out of the Garage in April at the end of the lease, at which time it will come to SF, get spare parts for it, and probably ship it over. Please check with Harold to see if he mentioned the air compressor to the buyer; otherwise, we will keep it and not mention it. *Harold Cordell mention*

18. Anita Kelley auto accident of 4/22/77 - Betty got a letter from Reserve Insurance Co. saying they could not honor Anita's claim unless she submitted an accident report. Betty looked through her files and found the attached accident report, but we don't know why it was never sent out. Please ask Anita, Ellen Klingman and Ed why; we will send it out when we hear from you. *not recall*

19. Lois Potts property - We have received in mail property insurance policy renewal on 490 Lake Mendocino, Ukiah; insured is Ellen Lorraine Tipton, Lois's sister to whom she sold her property. Renewal premium is \$227. for 1 year, 1/20/78 - 1/20/79, sent to Lois c/o Ed, as Lois is mortgagee. Are we to pay this? Are we to send this to Lois's sister? What are we to do with this? See attached face sheet of policy. *Don't pay - ed -*

*come back. yes sent to Lois sister insurance guy should take care of this - calling for Lois and see if premiums were paid.*

*Have insurance guy take care of premiums - call and ask if it has been paid see if way of selling mortgage w/o sister knowing*

*B-1-1(76)*

## Food For The Needy Ripped Off

# Moonies Infiltrate Aid-To-The-Elderly Groups

by Paul Grabowicz

In an apparent effort at improving its tarnished reputation, Reverend Sun Myung Moon's Unification Church has recently expanded its operations into a new field -- aid to the elderly.

The Barb has learned that for the past year a Unification Church "front group" has been quietly maneuvering to link up with dozens of often unsuspecting charity groups throughout Northern California that provide free food and services to the elderly and poor.

The church's activities have led to charges by former church members and spokespersons for several charity groups that the Moonies have:

- Deliberately concealed their affiliation with Reverend Moon in order to penetrate legitimate charitable organizations;

- Expropriated for their own use food donated to feed the needy;

- Launched an effort ultimately aimed at recruiting senior citizens into Moon's burgeoning religious empire.

The source of the controversy is an obscure organization called "Project Volunteer" (PV), which describes itself as a "group of conscientious Bay Area citizens desiring to serve the needs of our community," but which is actually an operational arm of Moon's Unification Church.

Based in Oakland, PV currently works with over 30 charity groups in a dozen Bay Area cities that distribute free food to the needy. In the past PV has worked with organizations including Saint Anthony's Dining Room in San Francisco, the Delaney Street Foundation for ex-convicts, and the Synanon Foundation for former drug addicts.

Concerns about the Moonies' motives first surfaced last fall when it was learned that they were taking some of the food donated to feed the elderly and poor and using it to feed their own church members. "Onni (Durst--a local Moonie official) said definitely that as far as she was concerned the purpose (of PV) was to get cheap food for the family," alleges one former member of the Church who was involved in PV.

Interviews with half a dozen other Moonies close to the PV operation reveal that, as a regular practice, they would sort through donated food, picking out the best for use by the family members and Moonie leaders, and only pass on the poorest quality for actual distribution to the elderly and poor.

When the Moonies' food sorting activities were discovered by the Northern California Food Network (NCFN), a private umbrella organization that was using the Moonies' services in its food distribution program, it levied a six-month probationary penalty on them for their actions. In the course of investigating the Moonie operation the NCFN also discovered that PV had been misidentifying itself as a "representative" of the NCFN; kept such inadequate accounting records that it was impossible to trace the actual uses the Moonies made of donated food; and stored its donated food in the same warehouse that the Moonies used for a wholesale food operation, raising fears that the food sources might be mixed together.

PV head Russell Allen, insisted that there was nothing misleading or unethical about their dealings with food donors. "We would tell them we're Project Volunteer and we distribute the food to nonprofit groups," Allen explained. "We donate it to non-profit charitable groups of which one is NEDS. NEDS is New Educational Development Systems, the educational wing of the Church which, according to Allen, is composed of voluntarily impoverished individuals, who are as eligible for free food donations as any other charity group.

When asked about the charges that

cause it helps on the food budget." But he insisted that PV was not set up as a money-maker for the Church but rather to "provide a model of public service."

Allen also explained that the donated food his group received was sorted, but claimed it was separated according to ripeness, not quality. "We would distribute the ripest to the charities and keep some of the unripe for our own use," he said. "The charities

wanted ripe food because their use is for immediate consumption."

Several food distribution officials contacted by the Barb, however, stated they had never heard of such a distinction being requested by charities.

On the question of PV's sloppy accounting procedures, Allen insisted that strict controls were maintained to keep donated food separate from their wholesale food operation. He does concede that his lack of training as a bookkeeper



Rev. Sun Myung Moon: All the green bills are destined for Father.

meant that "the initial records were not accurate," but claims that complete accounting records are now being kept. However, when asked for a list of farmers who had recently donated food to PV, Allen stated that no such records were kept.

Allen's protestations of innocence, however, do not wash with many food groups who have had direct dealings with the PV operation. Homer Farmer, the head of a Senior Gleaners program in Sacramento, was approached last year by PV members volunteering to help Farmer's group collect and distribute food donated by Valley farmers to the elderly.

"Not once did they ever mention that they belonged to Unification Church," Farmer complains. "They let us think that they were going to promote the Senior Gleaners in the Bay Area when they had no such intention. I thought they would direct poor people into helping themselves, but instead they're trying to build an empire for themselves."

Farmer's sentiments were echoed by a number of other senior groups who accepted PV's donation of services without being informed of its connection with Reverend Moon. When the Alameda County Social Services Department uncovered the PV-Unification Church connection last year, it responded with an unusual letter sent out to senior centers in the county warning them of the Reverend Moon tie-in.

PV head Russell Allen admitted to the Barb that his group had been less than candid about its Unification Church affiliation in its pitch to food groups, but he claimed that a "new policy" has now been instituted to be more up-front on the Moon connection.

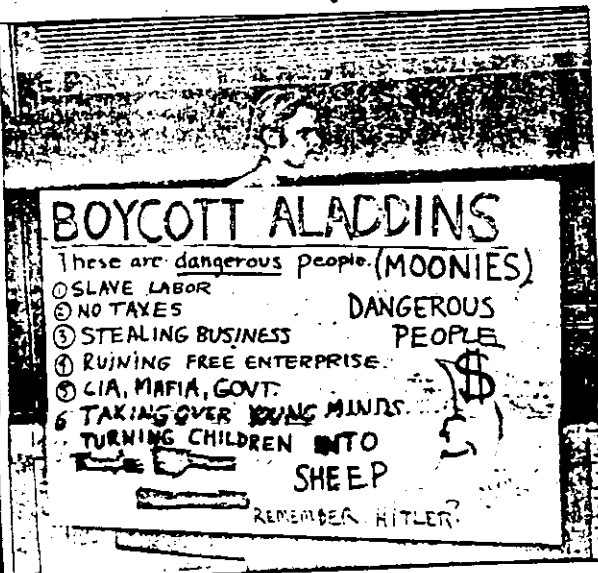
PV also provides some half dozen Berkeley and Oakland based senior citizens centers with volunteer help, has sent new Moonie recruits out of its Boonville farm into convalescent hospitals and old-age homes in that area, and made an abortive attempt last year at establishing its own geriatric clinic in the East Bay.

The Moonies' courtship of senior groups through PV has led to widespread suspicions that they are out to actively recruit the elderly into the church. Spokespersons for senior groups contacted by the Barb expressed fears that the isolation and loneliness of the elderly leaves them easy prey for the kind of spiritual pitch employed by the Moon operation.

Former Unification Church members interviewed by the Barb lent credence to these concerns. PV "gave us a chance to mix with the elderly people so we could get to know them and then get them to join the church," charges one former Moonie close to the operation. "These people (the elderly) have no personal value" to the Church, explains another former PV member, "but they could leave their money."

Current PV leader and Unification Church member Russell Allen denies that his group is out to coax the elderly into Moon's religious legions. "There's absolutely no effort to do it," Allen maintains in brushing off the charges of former PV members. "But anyone who comes over who wants to become a mem-

## Moon's Growing Influence In The Bay Area



"Do you like to make green bills happy... So many green bills are crying... They are all destined to go to Father (Moon). This is our responsibility. Eventually unless everything goes thru Father it can't be happy."

--Unification Church training manual

The Moonie-linked food program for the elderly is just the most recent element in a rapidly expanding U.S. network of Moonie businesses and front organizations. The Unification Church and its profitable subsidiaries run a total of more than 30 different Moonie fronts in the Bay Area, all connected by interlocking boards of directors and partnerships.

New Education Development Systems (NEDS) is the key Moonie front in the Bay Area. NEDS' president is Martin Irwin Durst, a Laney College instructor who prefers to go by the name "Mose." Durst's wife Onni, is the head of Moon's Unification Church in the Bay Area. Former Moonies claim Mose Durst is behind most of the church's local fronts and businesses.

Other corporate officers of NEDS are Yeon Soo Im (alias Onni Durst), 6502 Dana St., Oakland; Gail Sue Gerson, 1950 Franklin Street, Oakland; David Russell Miller, 4000 Broadway, Oakland; James Morrison, 6424 Regent St., Oakland; Patricia Lawrence Paviour, 912 Kingston, Piedmont; Sheri Jean Sager, 15001 Foothill, San Leandro.

Other important Moonie businesses and fronts identified by the Barb from Alameda County records, published reports and other sources include:

Alladin's Coffees and Catering Service, 6050 College Avenue, Oakland. A restaurant, coffee and tea shop. Chief

Moonie: Jeremiah Schnee.

Cleaner Carpets by Abbey, 2127 Bonar St., Berkeley. A janitorial service. Jeremiah Schnee, Michael Sommer.

Ideal Garage, 2127 Bonar St., Berkeley. An auto repair service. Alan Richard Scher, Richard Maurice Fairbrother, Peter Warner.

The Rose Shop, 1950 Franklin Street (the Leamington Hotel Building -- also listed as Moonie Sue Gerson's address on NEDS corporate documents), Oakland. A flower shop. Jeremiah Schnee, Alexander Achmat, Alan R. Scher.

Students for an Ethical Society, 2717 Hearst St., Berkeley. A NEDS subsidiary which serves as a recruiting service for the Unification Church on the UC Berkeley campus. Gail Sue Gerson.

Center for Ethical Management and Planning, Inc. 2840 College Ave., Berkeley. Another NEDS subsidiary which sponsors conferences and seminars featuring public figures as participants. Martin Irwin Durst, Jeremiah Schnee.

Creative Community Project, 2717 Hearst Avenue, Berkeley. This outfit runs the "International Ideal City," a "programming" camp located in Boonville, California. Martin Irwin Durst.

International Exchange Maintenance, 880 81st Avenue, Oakland. A janitorial service and auto repair shop which grew out of the Bonar Street operation in Berkeley. This site also serves as the Moonies warehouse for "donated" goods (see Barb, Jan. 13). International Exchange Maintenance created a stir when local media revealed it was cleaning local FBI offices under federal contract.

Judaism in Service to the World, a floating NEDS subsidiary. Sponsors cultural programs targeted toward Jews. Jeremiah Schnee.

-- Bill Wallace

EXCERPTS FROM TAX LETTER, publication

2. Charity Disclosure Bill

"Strong opposition from religious groups has caused Congress to set aside a bill that would have required charities to tell prospective donors how much of a contribution would actually be spent on charitable work.

"The bill, inspired mainly by scandals in religious charities, had picked up support from major secular charities. But letter-writing campaigns and other efforts organized by Roman Catholic and evangelical groups caused its sponsors to withdraw the bill, at least for the present. If it is re-introduced, an effort to exempt religious charities is expected.

"It's a shame, but we feel we can't move on it now," a Congressional supporter said. "There have been many letters to Congressmen saying the bill would destroy religion. They would find it difficult to vote for the bill now."

"The bill was inspired in particular by the well-publicized case of the Pallottine Fathers of Baltimore, who raised \$20 million in two years. An audit later showed that most of the money was spent on the direct-mail campaign and that less than 3 percent went to the hungry children for whom it was raised.

"The legislation, sponsored by Representative Charles H. Wilson, Democrat of California, was supported at hearings by such charities as the American Heart Association, the National Kidney Foundation, the American Lung Association and the Save the Children Federation." (New York Times, 12/11/77)

PRIVATE LETTER RULINGS

1. Section 501 - Tax-Exempt Organizations

SUBORDINATE RELIGIOUS ORDERS ARE ALLOWED UNDER EXEMPTION UMBRELLA. In its rulings of December 24, 1975, and June 9, 1976, the Service held that each of the orders of a religious organization must individually qualify for section 501(c)(3) status. The Service has modified these two prior rulings to allow the religious orders to qualify for section 501(c)(3) status, because they are operated as direct activities of the overall organization. The umbrella organization received its original section 501(c)(3) status in a November 23, 1963 ruling. Doc 7750020

15-5-77

I hereby authorize my attorney, Charles R. Garry,  
to act on my behalf in making the appropriate requests  
under the Freedom of Information Act to have any files  
or records under my name held in any agency released  
to him.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_.

(Sign twice <sup>7</sup> @  
Notary public stamps below -->)

(Sample FOIA requests)

CENTRAL INTELLIGENCE AGENCY  
WASHINGTON, D.C. 20505

05 JAN 1978

Garry, Dreyfus, McTernan, Brotsky,  
Herndon & Pesonen, Inc.  
1256 Market Street at Civic Center  
San Francisco, CA 94102

Dear Sir:

We have received your request under the Freedom of Information Act for information pertaining to your clients, James Rudolph, Paula Adams, Rheaviana Beam, Joyce Touchtle and Linda J. Amos. Requests such as yours, which involve the requester's personal file, are handled by this Agency under the provisions of the Privacy Act of 1974 which took effect on 27 September 1975. Please be advised that in contrast to the procedures established for the Freedom of Information Act, there are no fees charged under the Privacy Act. Furthermore, the results of this processing will include all of the material that would normally be available to you under the Freedom Of Information Act, and will also include any additional material to which you may be entitled under the Privacy Act.

The Privacy Act of 1974 and pertinent CIA Regulations established requirements and procedures for access by individuals to information pertaining to them. CIA Regulations were published in the Federal Register on 28 August 1975 and may be found in Title 32 C.F.R. 1901.

Since the Privacy Act requires federal agencies to ensure that improper disclosure of personally identifiable information will not be made and further provides criminal penalties for improper disclosure, CIA Privacy Regulations, section 1901.13, sets forth the following requirements for identification of individuals making requests.

An individual seeking access to or notifications of the existence of records about himself shall provide in the letter of request his full name, address, date

8-10-677

and place of birth together with a notarized statement swearing to or affirming his identity...If such individual is an alien lawfully admitted for permanent residence, his or her alien registration number must be also provided.

Although we have received the notarized statements explained above, we cannot release any information to you without proper authorization from your clients. Since yours is the only address available to us, we will process your requests as soon as we receive the above mentioned authorizations or direct addresses for the individual requesters.

Sincerely,



Gene F. Wilson  
Information and Privacy Coordinator

6-1-72

XXXXXX  
XXXXXX  
XXXXXXFEDERAL BUREAU OF INVESTIGATION  
FOIPA DELETED PAGE INFORMATION SHEET

2 Page(s) withheld entirely at this location in the file. One or more of the following statements, where indicated, explain this deletion.

- ☒ Deletions were made pursuant to the exemptions indicated below with no segregable material available for release to you.

Section 552Section 552a☐ (b)(1)☐ (b)(7)(A)☐ (d)(5)☐ (b)(2)☐ (b)(7)(B)☐ (j)(2)☐ (b)(3)☒ (b)(7)(C)☐ (k)(1)☐ (b)(7)(D)☐ (k)(2)☐ (b)(7)(E)☐ (k)(3)☐ (b)(7)(F)☐ (k)(4)☐ (b)(4)☐ (b)(8)☐ (k)(5)☐ (b)(5)☐ (b)(9)☐ (k)(6)☐ (b)(6)☐ (k)(7)

- ☐ Information pertained only to a third party with no reference to the subject of your request.
- ☐ Information pertained only to a third party. The subject of your request is listed in the title only.
- ☐ Documents originated with another Government agency(ies). These documents were referred to that agency(ies) for review and direct response to you.

Pages contain information furnished by another Government agency(ies). You will be advised by the FBI as to the releasability of this information following our consultation with the other agency(ies).

Page(s) withheld inasmuch as a final release determination has not been made. You will be advised as to the disposition at a later date.

Pages were not considered for release as they are duplicative of \_\_\_\_\_

- ☐ For your information: \_\_\_\_\_

- ☒ The following number is to be used for reference regarding these pages:

Bufile 89-4286 - 2018 Bulky Page # B5-a(82) + B5-a(84)

XXXXXX  
XXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXX  
X DELETED PAGE(S) X  
X NO DUPLICATION FEE X  
X FOR THIS PAGE X  
XXXXXXXXXXXXXXXXXXXXX

EXPLANATION OF EXEMPTIONS

SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552

- (b) (1) information which is currently and properly classified pursuant to Executive Order 11652 in the interest of the national defense or foreign policy
- (b) (2) materials related solely to the internal rules and practices of the FBI
- (b) (3) information specifically exempted from disclosure by statute (see continuation page)
- (b) (4) privileged or confidential information obtained from a person, usually involving commercial or financial matters
- (b) (5) inter-agency or intra-agency documents which are not available through discovery proceedings during litigation; or documents, the disclosure of which, would have an inhibitive effect upon the development of policy and administrative direction; or which represent the work product of an attorney-client relationship
- (b) (6) materials contained in sensitive records such as personnel or medical files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy
- (b) (7) investigatory records compiled for law enforcement purposes, the disclosure of which would: (A) interfere with law enforcement proceedings, including pending investigations; (B) deprive a person of the right to a fair trial or an impartial adjudication, or give one party to a controversy an undue advantage by exclusive access to such information; (C) constitute an unwarranted invasion of the personal privacy of another person; (D) reveal the identity of an individual who has furnished information to the FBI under confidential circumstances or reveal information furnished only by such a person and not apparently known to the public or otherwise accessible to the FBI by overt means; (E) disclose investigative techniques and procedures, thereby impairing their future effectiveness; and (F) endanger the life or physical safety of law enforcement personnel
- (b) (8) information collected by Government regulatory agencies from financial institutions
- (b) (9) geological and geophysical information, including maps, produced by private companies and filed by them with Government agencies.

SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552a

- (d) (5) information compiled in reasonable anticipation of a civil action or proceeding
- (j) (2) material reporting investigative efforts pertaining to the enforcement of criminal law including efforts to prevent, control, or reduce crime or apprehend criminal, except records of arrest
- (k) (1) information which is currently and properly classified pursuant to Executive Order 11652 in the interest of the national defense or foreign policy
- (k) (2) material compiled during civil investigations for law enforcement purposes and which would reveal the identity of an individual who has furnished information pursuant to a promise that his identity would be held in confidence
- (k) (3) material maintained in connection with providing protective services to the President of the United States or any other individual pursuant to the authority of Title 18, United States Code, Section 3056
- (k) (4) required by statute to be maintained and used solely as statistical records
- (k) (5) investigatory material compiled solely for the purpose of determining suitability, eligibility, or qualifications for Federal civilian employment or for access to classified information, the disclosure of which would reveal the identity of the person who furnished information pursuant to a promise that his identity would be held in confidence
- (k) (6) the substance of tests used to determine individual qualifications for appointment or promotion in Federal Government service
- (k) (7) material used to determine potential for promotion in the armed services, the disclosure of which would reveal the identity of the person who furnished the material pursuant to a promise that his identity would be held in confidence.

ALBERT M. LEDDY  
District Attorney  
Telephone (806) 861-2426

CHILD SUPPORT DIVISION



Haberfeld Building  
1706 Chester Avenue  
Second Floor  
P.O. Box 2185  
Bakersfield, California 93303

February 2, 1978

Eugene Chaiken  
Attorney at Law  
P. O. B. 15156  
San Francisco, CA 94115

Re: Douglas L. Sanders  
D.A. File #: 033846  
Complainant: County of Kern

Dear Sir:

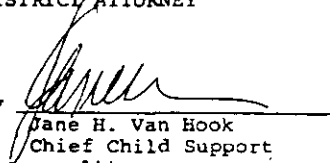
Please be notified that your client's failure to answer the summons and complaint served upon him has resulted in the filing of a request to Enter Default.

A Default Hearing will be heard on Wednesday, March 8, 1978, at 10:00 a.m. You are not required to attend the Default Hearing. If you have any questions, please contact this office.

Very truly yours,

ALBERT M. LEDDY  
DISTRICT ATTORNEY

By

  
Jane H. Van Hook  
Chief Child Support  
Attorney

/pg

B-5-a(85)

**FILED**

NAME AND ADDRESS OF ATTORNEY: <b>ALBERT M. LEDDY, DISTRICT ATTORNEY</b> <b>CHILD SUPPORT DIVISION</b> By Jane H. Van Hook, Chief Deputy 1706 Chester Ave. Bakersfield, CA 93301	TELEPHONE NO: <b>861-2535</b>  FOR COURT USE ONLY  <b>78 FEB 7 AM 9:13</b>  <b>VERA K. GIBSON CLERK</b> <b>KERN COUNTY CALIF.</b>
Insert name of court, judicial district or branch court, if any, and Post Office and Street Address. <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN</b> 1415 TRUXTUN AVENUE, BAKERSFIELD, CALIFORNIA-93301	
PLAINTIFF <b>COUNTY OF KERN</b>	
DEFENDANT <b>DOUGLAS L. SANDERS</b>	
<b>REQUEST TO ENTER DEFAULT</b>	
Case Number <b>144071</b>	

1. TO THE CLERK Please enter the default of the following ~~DOUGLAS L. SANDERS~~ complaint.  
 Defendant (Name. See footnote\* before completing):

**Douglas L. Sanders**

2. Check applicable items and apply credits, if any, below

- a. ☐ Enter default only.  
 b. ☐ Enter clerk's judgment under CCP 585(1).  
     (1) ☐ When authorized by law include attorneys fees below, per court schedule  
     (2) Complete declaration under CCP 585.5, below.

c. ☒ I request a court judgment under CCP 585(2), (3), 989, etc. (Testimony required. Apply to clerk for hearing date, unless court will enter judgment on affidavit under CCP 585(4).)

d. Judgment to be entered	Amount	Credits Acknowledged	Balance
(1) Demand of Complaint	\$ 892.00	\$	\$ 892.00
(2) Attorney Fees	\$	\$	\$
(3) Interest	\$	\$	\$
(4) Costs (see reverse side)	\$	\$	\$
(5) TOTAL	\$	\$	\$ 892.00

Dated: **February 2, 1978**

**Jane H. Van Hook**

(Type or print name of attorney)

**/s/Jane H. Van Hook**

(Signature of (Attorney for) Plaintiff)

**Chief Child Support Attorney**

3. This section: (Check applicable box for each of the following items)

- a. ☐ is ☒ is not on a contract or installment sale for goods or services subject to CC 1801, etc. (Unruh Act).  
 b. ☐ is ☒ is not on a conditional sales contract subject to CC 2981, etc. (Rees-Levering Motor Vehicle Sales and Finance Act).  
 c. ☐ is ☒ is not on an obligation for goods, services, loans or extensions of credit subject to CCP 395(b).

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration is executed on (Date): **February 2, 1978** at (Place): **Bakersfield**, California.

**Jane H. Van Hook**

**Chief Child Support Attorney**

(Type or print name of declarant)

**/s/Jane H. Van Hook**

(Signature of declarant)

FOR COURT USE ONLY	Default entered as requested on _____ By _____ Deputy Clerk	<input type="checkbox"/> Default NOT entered as requested (State reason on reverse side.)
--------------------	--	--

DA#033846/pc (See reverse side for Declaration of Mailing, Memorandum of Costs, and Declaration of Nonmilitary Status)

The word "plaintiff" includes cross-complainant. "defendant" includes cross-defendant, singular includes the plural, and masculine includes feminine. Declaration must be signed in California (CCP 2015.5). Affidavit required when signed outside California.

Form adopted by the  
 Judicial Council of California  
 Revised Effective July 1, 1975  
 C.T. 22 2M

**REQUEST TO ENTER DEFAULT, DECLARATION UNDER  
 CCP 585.5, DECLARATION OF MAILING, MEMORANDUM  
 OF COSTS, AND DECLARATION OF NONMILITARY STATUS**

**FEB 07 1978**  
 CCP 585, 585.5, 587,  
 10334

**DECLARATION OF MAILING (CCP §87)**

4. a. ☒ On (Date): Feb. 2, 1978, a copy of this Request To Enter Default was mailed (by first-class mail or airmail, postage prepaid) to each defendant's attorney of record, or if none, to such defendant at his last known address, addressed as follows:

<b>Eugene Chaiken</b>	(and)	<b>Douglas L. Sanders</b>
<b>Attorney at Law</b>		<b>1814 Divisadero</b>
<b>P.O.B. 15156</b>		<b>San Francisco, CA 94115</b>
<b>San Francisco, CA 94115</b>		

- b. ☐ The address of the following defendant and of his attorney of record is unknown to plaintiff and his attorney (Name):

I certify (or declare) under penalty of perjury that the foregoing is true and correct, and that this declaration is executed on (Date): February 2, 1978 at (Place): Sakersfield, California.

Jane H. Van Hook  
Chief Child Support Attorney (Type or print name) /s/Jane H. Van Hook  
(Signature of declarant)

**MEMORANDUM OF COSTS**

5. Costs and disbursements are listed as follows (CCP 1033½):
- |                               |          |
|-------------------------------|----------|
| a. Clerk's Filing Fees.....   | \$ 54.00 |
| b. Process Server's Fees..... | \$       |
| c. ....                       | \$       |
| d. ....                       | \$       |
| e. TOTAL.....                 | \$ 54.00 |

I am (the attorney or agent for): County of Kern the party who claims these costs.  
To the best of my knowledge and belief the foregoing items of cost are correct and have been necessarily incurred in this action.

I certify (or declare) under penalty of perjury that the foregoing is true and correct, and that this declaration is executed on (Date): Feb. 2, 1978 at (Place): Sakersfield, California.

Jane H. Van Hook  
Chief Child Support Attorney (Type or Print Name) /s/Jane H. Van Hook  
(Signature of declarant)

**DECLARATION OF NON MILITARY STATUS**

6. Defendant (Name): Douglas L. Sanders is  
not in the military service or in the military service of the United States as defined in Section 101 of the Soldiers' and Sailors' Relief Act of 1940, as amended, and not entitled to the benefits of the Act.

I certify (or declare) under penalty of perjury that the foregoing is true and correct, and that this declaration is executed on (Date): Feb. 2, 1978 at (Place): Sakersfield, California.

Jane H. Van Hook  
Chief Child Support Attorney (Type or print name) /s/Jane H. Van Hook  
(Signature of declarant)

☐ Reserve Insurance Company  
☐ Market Insurance Company

FILE NO. 13G 005015

INSURED \_\_\_\_\_

DATE OF LOSS 4-22-77

### ACCIDENT REPORT

We have been advised that you were involved in or have knowledge of an accident on the above date. Please complete the form below and return it in the enclosed envelope so that this matter can be resolved appropriately.

Name Anita Christine Kelley Age 27

Address 7512 Cabrillo St Phone \_\_\_\_\_

Did you see the accident? yes Date 4-22-77 Hour About 2:40

Where were you? crossing the intersection

Was anybody injured? no Who? \_\_\_\_\_

What happened? I entered the intersection in response to a green light. Another car entered the intersection to my right running a red light and collided with mine. He then backed up disengaging his car from mine and drove away. A nearby patrol car then pursued him and apprehended him.

(Use other side for additional space)

In your opinion, what caused the accident? The other driver disregarded a red light and was exceeding the local speed limit.

Who was at fault? the other driver

Other witnesses: Terence Shea, Clifford Gieg

Extent of injuries none

Name of Doctor \_\_\_\_\_

Amount of Medical Bills: Hospital San Joaquin Co. Hosp Doctor \_\_\_\_\_

X-Ray \_\_\_\_\_ Prescriptions \_\_\_\_\_

Signature Anita C. Kelley Date \_\_\_\_\_

No. 57-610 3596  
REPLACES POLICY NO. 75-686 1043

6190

STATE FARM GENERAL INSURANCE COMPANY  
A STOCK COMPANY/BLOOMINGTON, ILLINOIS



APARTMENT POLICY

DECLARATIONS

Item 1. INSURED'S NAME AND MAILING ADDRESS

TIPTON, ELLEN LORRAINE  
P O BOX 135-ELDRIDGE CA 95431

Item 2. INCEPTION DATE 1-20-78 POLICY PERIOD 12 MONTHS EXPIRATION OF POLICY PERIOD 1-20-79

INDEX-111.5

☒ THIS POLICY WILL BE RENEWED AUTOMATICALLY, SUBJECT TO PROVISIONS OF THE POLICY THEN CURRENT, FOR EACH SUCCEEDING POLICY PERIOD THEREAFTER AND IS SUBJECT TO TERMINATION BY THIS COMPANY ONLY AFTER TEN (10) DAYS' WRITTEN NOTICE TO INSURED AND MORTGAGEE. THE PREMIUM FOR SUCCEEDING POLICY PERIODS WILL BE COMPUTED AT THIS COMPANY'S RATES THEN CURRENT.

Item 3. THE NAMED INSURED IS:

☒ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ JOINT VENTURE ☐ OTHER

Item 4. LOCATION OF PREMISES: OF DIFFERENT THAN SHOWN ABOVE

No. 1 470 LAKE MENDO. DR. UKIAH CA 95482  
No. 2  
No. 3

Item 5. Insurance is provided with respect to those premises described above and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including terms and endorsements made a part hereof:

COVERAGE		LIMIT OF LIABILITY				COINSURANCE PERCENTAGE APPLICABLE	
		Lim. No.	Blkg. No.	Lim. No.	Blkg. No.	Lim. No.	Blkg. No.
SECTION I PROPERTY COVERAGE	A. Building(s)	\$ 40000		\$		\$	
	B. Personal Property	\$		\$		\$	
	Add. Cov. (Specify by Name)						
	LOSS OF RENT (PER MONTH)	\$ 300		\$		\$	
SECTION II LIABILITY COVERAGE	C. Bodily and Personal Injury and Property Damage Liability	\$1000000	each occurrence	\$1000000		aggregate	
	D. Premises Medical Payments	\$ 1000	each person	\$ 25000		each accident	
	Add. Cov. (Specify by Name)						
		\$		\$			

☐ SECTION III—CRIME COVERAGE

☐ SECTION IV—BOMBER AND MACHINERY COVERAGE

Limits as stated in the endorsement, made part of this Policy, if indicated by ☒

LOSS DEDUCTIBLE CLAUSES:

APPLICABLE: \$100 (SEE FE4351.1)

Item 6. POLICY OF THE POLICY

FE4421.3-FE4127-FE4136-FE4351.1-FE4372.1-FE4521.1-FE4532.1-FE4544  
FE4822.1-FE4874-MLB126 1-71  
LOIS A PONTS, C/O EUGENE CHAIKIN,  
P O BOX 15156  
SAN FRANCISCO CA 94114

COUNTERSIGNATURE

DATE: Feb. 7, 1978

AGENT: Ted E. Meyer

Item 8. PROVISIONAL PREMIUM:

PREPAID PREMIUM

AUTOMATIC RENEWAL PREMIUM

ANNUAL INSTALLMENT PREMIUM

\$

\$ 227.00

\$

In Consideration of the Provisions and Stipulations herein or Added Hereto and of the Premium Above Specified for specified in endorsement attached hereto, this Company, from inception date shown above at 12:01 A.M. (Standard Time) to expiration date shown above at 12:01 A.M. (Standard Time) at location of property involved, to an amount not exceeding the limit of liability specified, does insure the insured named in the Declarations above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all LOSS BY FIRE, LIGHTNING AND OTHER PERILS INSURED AGAINST IN THIS POLICY INCLUDING REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere. Assignment of this policy shall not be valid except with the written consent of this Company. This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

B-5-9-89

## 1. Information re people traveling:

- a. Aurora Rodriguez, grandchildren Terry Stewart, Aurora Stewart, Lisa Whitmire:  
Aurora Rodriguez tells me that the children's dads (2 dads involved) are both in and out of jail, there has been no contact for years. One of the dads told Aurora years ago that he wanted his children to be with her, not their mom. There would seem to be no parent problem with these children, according to Aurora.
- b. Christine Cobb, Mona Cobb - Christine and Guy Young have been getting guardianship and adoption of Mona for the past several months. Christine tells me that their attorney filed for guardianship and for an order freeing the child from the custody and control of her mom, with adoption to come after guardianship is awarded. Home visits in the adoption matter are scheduled for this week by the social worker. Hearing on the guardianship/abandonment by the mom case is scheduled for February 21. Los Angeles welfare has informed Christine's attorney they will appear for the mom and contest (they are the official conservator of Monas mom; this contesting is a technicality, an administrative move on their part as they technically have to protect their ward, Mona's mom, but Christine's attorney explains to her that this does not threaten her case for Mona). The attorney explains that the adoption will follow shortly after February 21 hearing; the judge has to sign the adoption papers, and so do Christine and Guy. So Christine should stay here at least til February 21, and I should think until the adoption papers are signed. Christine is doing her best to convince her attorney she has to get away right away, to visit her sick brother.
- c. [REDACTED] On parole from robbery charge til October 1978. Says he talked to Irene and Guy Young about our helping to get his San Francisco parole officer to either shorten his parole or assign him to Guyana. He told his parole officer he does volunteer work with us. I talked to Guy Young, who said [REDACTED] had not spoken to him at all about this. Unless there is some special reason over there or it is felt over there that we should follow through on his request, we would prefer to leave the parole alone since October is not that far away, and rather than put pressure on the situation there, we'd just wait. He does work here, with C.J. on the crating crew. Jack says he's a good worker and follows directions well under C.J., and also he's a good researcher, he has brought in some good information about cow raising, etc. We might help his case along with some supportive letters to the parole officer here so that when his parole review date comes up in October, his file would look good. Otherwise, if you think we should go ahead and try to get assignment to Guyana, please send message and we can have Lilly talk with the parole officer here.

B-5-a (90)

2. Irvin Perkins - This is not a question; this is information unless someone there sees problems in it. Irvin does diesel mechanic repair on outside bus engines for income; he has negotiated a contract to do a job for \$5300 income, 1/2 deposit down before work starts, \$750 investment in parts. Written contract, approved by Harold, McElvane. Irvin and Harold discussed what may be future tax problems for Irvin, if he files for 1978 as self-employed because he is not now deducting tax, will have to pay in one lump sum next year if he files. Of course, this depends on number of outside jobs he gets over the course of the year. Receives investment money for parts from us, subject to approval by finance committee. Operates on his own, P.T. not involved. Sounds like a good deal.
3. Berkeley Barb article re Unification Church, procurement - See attached xerox of article. I told Andy to go back through his records and itemize to whom and when he has distributed produced food, etc. Often he distributes items, such as vegetables to D-Q U, Delancy, etc. There is no problem with representation as P.T., that has always been done. The slant of the Barb article is that UC members obtained goods not representing themselves as UC and then used the goods for their own members, not the people they told the donors the goods were going to. It would seem reasonable for Andy to build up a file of groups to whom he's given procured goods, to have a history available. Bonnie suggested he give to halfway houses, child care centers, elderly centers, throughout the city; good for p.r. and practical way of getting rid of excess procurement. The stuff he gets from Synanon can't be included in this as they require that we use it directly and do not pass on.
4. Attached to this report are copies of our insurance policies on L.A., RWV, and P.T. properties. RWV office complex has been deleted, with the exception of the garage, on which we have a 6 month lease til April 1978 and which is required under the lease to be insured. Harold arranged for this to be covered; Bonnie checked with Mayfield and it is, and they will be sending her a certificate of insurance soon. Richmond property is supposed to be covered; we are still waiting for certificate of insurance. Bonnie is doublechecking on this. We also must delete LA Temple now that it's been sold.
5. See attached excerpts from Tax Letter which refer to churches, exempt status.
6. FOIA responses - See attached copies from FBI on Ed and from CIA for various ones. Pat says that the CIA response indicates to her that there is a file in existence on these people and that special request should be signed and notarized in Guyana. We have received a couple of signed requests from Guyana, but they were not in the correct form. Attached is a sample which I understand is being coordinated by Paula.

B-3-a(9)

7. Anthony Lopez guardianship - This has been radioed over; this is back up information. 1/17/78 we received a letter from the Alameda County Probate Commissioner because Chaikin as attorney for guardian Walter Jones had not filed annual accounting on the estate of the ward, Anthony. (There is no estate, but the guardianship was originally filed as a guardianship of the person and estate, so as far as the court is concerned, there is an estate unless we tell them otherwise. Annual reports are required on estates to show how the guardian has taken care of the ward's money, etc.) I received radio message to send a letter to the Probate Commissioner telling them Chaikin out of the country and enclosing copy of his letter he sent to Walter in 8/77 telling him he could no longer be his attorney, and also telling the court that Chaikin would be writing them himself in the near future. This letter has been sent. Now we need for Chaikin to write the follow-up letter. He should address it to David C. Lee, Probate Commissioner, Alameda County Superior Court, 1221 Oak St, Oakland 94612.
8. Marie Mills - Guardian of Lee Anne Thompson, Kay Rosas' daughter. She wants to adopt Lee Anne. She is trying to adopt her other foster children, so that eventually she can have an easier time of getting them overseas. She is gradually coming to realize that as foster children, they won't be able to go overseas because of the tie-up with the courts here and the constant threat of the parents taking the children back. She is going to ask her social worker about adopting Lee Anne. I would assume we will need some sort of signed consent by Kay Rosas over there. I will check with Marie some more and find out if there is a standard form, and if she might have to sign in front of a Guyanese court.
9. Doug Sanders - We are still receiving monthly bills from the Bakersfield D.A. for him to pay child support. When he left, it was agreed by him after consultation with Leona and others not to pay. Now we have received notice from the D.A., directed to Ed as representative of Doug, that there will be a Default Hearing 3/8/78 in Bakersfield because of his nonpayment. The letter attached to the Request to Enter Default says that Ed does not have to appear. Should we write a letter on Ed's paper and say as far as we know Doug is out of this area and we have not seen him, signed by Ed? Would this cause trouble for Ed in his department? All mail for Doug comes c/o Ed's p.o. box, including mail from his old job. We mark bills return to sender, but we keep the job mail, because they have sent valuable stuff including his last payroll check. Doug also owes the credit union of his employer \$300 which we are not paying, but which bills come here.

B-5-a (92)

10. Canoes - In September 1977 Lee ordered 4 canoes from New York, which were eventually to be routed to Guyana. The company he ordered them from was routing the canoes first from New York to their Covina California office, then they would go to Miami for shipping. In October the supplier of the canoes wrote from Covina saying the canoes were on their way from New York and that he would have to have our check (\$1,839.64) before he could ship them on to Miami. Full check was issued, including shipping charges in both directions. In November Norman, passing through Miami, checked with the company that was expecting the canoes and who would be packaging them up to ship to Guyana. No canoes had yet been delivered. Randolph made calls to Covina office, could not reach the man who made the sale until January 3. Was told they remembered receiving our check but would have to check on the canoes; called back January 20, saying the shipper in Miami had refused to accept the canoes at his warehouse because they were not crated. Driver deposited canoes in a bonded warehouse and returned to Covina. January 20 Randolph called the Miami shipper, who said no one had ever attempted to deliver the canoes, and there would be no problem with shipping uncrated canoes, recommended we sue the Covina office. We have the cancelled cashed check; it was cashed 11/17/77. Should we ask Eric or the other person in his office who has been handling tax cases for us to pursue litigation?
11. 1752 McKinnon St., San Francisco (Edwards House) - This is the place that burned down last summer. The insurance company is still investigating the fire, won't let us clear the property and raze the remaining structure so we can sell the lot, until he gets signed permission for this from the Edwards, and from the mortgage holders to whom we still pay \$165 per month on this place as one of the Edwards' bills. I am sending, not attached to this report but directed to Julia, an authorization to be signed by the Edwards and a witness giving permission. Please send it back signed, via Lucinda, or mail, whichever is faster.
12. Oreen Armstrong Poplin - In law office report #10 is a description of her problem with SSA and wanting a marriage certificate and a sworn statement from Clara Johnson. Waiting on clearance from you folks, we (myself and Mildred, separately) told Rudy to tell Oreen that there was a legal problem involved and we would have to check further before we did anything. Rudy went back to L.A. and so did Oreen. Then we got radio message that we were not to do what Oreen requested. We called Rudy, he said that it had already been done. This week he was here and I asked him, in the presence of Mildred, if there had been some miscommunication; he said that he was told by us that it was all right for Oreen and Clara to go ahead and do what Oreen wanted. We did not press the issue as it had already happened; but both Mildred and I remember giving specific instructions not to go ahead.

B-5-a.(93)

13. Oreen Armstrong Poplin - Made an appointment by herself to see Eric, came up from LA this week and talked to him. Wants to sue Kaiser Hospital in SF because she says they discharged Earl and sent him home when he was still sick with uremic poisoning. When it happened, she and Earl and Sylvia Grubbs traveled on plane down to L.A. to where Earl had regular doctor, and Kaiser Hospital there admitted him and kept him at least 1 month before he passed. Mildred checked with Eric's assistant and was told that Eric told Oreen she did not have a case and to go home. The interview went well, I am told, but he told her there was no case and not to pursue it. She ignored this, as usual, and made appointment with Kaiser Hospital attorneys to meet with them Wednesday morning. It was Mildred's feeling and mine that we should stay out of it; we did not know at this point that Eric had said there was no case, but we didn't think the church should be involved in any way because of the general way the lady acts and tells stories... So I told Kris Kice, who had been asked by Oreen to come with her to the session with Kaiser's legal counsel, not to go; Kris told David Gally, who had already assured Oreen independently without any consultation that he would go with her, not to go.

Wednesday evening she was not in service, but she did come into the dining room earlier when everyone was eating dinner and complained loudly about how no one here would help her and that the attorneys at Kaiser told her she had no case. She had a written statement in her hand, Kris Kice saw it, signed by Clara Johnson, which must have been prepared when Earl was still alive. Kris read it - it summarized how Earl had been accepted by SF Kaiser, examined and kept 1 night, then sent home in a cab although they thought he had something wrong with his colon. Went on to explain trip to LA, named Hue Fortson and Sylvia Grubbs. In discussing it with Kris, she made a good point - that to make a case, Oreen would have to get the LA Kaiser Hospital to criticize the SF Kaiser Hospital, which is not likely to happen.

Oreen told Kris that Eric had said she had a case.

14. Leona has been asking from time to time if we can return original signed deeds to people who have stopped coming. These are unrecorded deeds. I think we shouldn't, now that we have found the deed file, because they are incomplete, they do not have the grantee filled in, much like a blank check. They would have been filled in eventually if the house were sold and the deed were first recorded in Rex's name to avoid capital gains tax, etc. But these were not sold, people just turned in their old deeds and signed grant deeds as an act of donation. If we were to turn these back now, I should think it could backfire on us. We could return old original property papers, insurance policies, deeds that gave title to the member in the first place, as those aren't ours anyway. But I think we should keep the donation deeds. What do you think? She is asking this because some former members are now talking around in the community that we took their property deeds (J.B. & Margie Robinson are the ones she mentioned to me.).
15. Old Chaikin lawsuit - We got a letter from an attorney in L.A. who represents defendants in a case that Ed used to be involved in but is no longer. (O'Leary v. 3550 Wilshire Corp.) Ed's old client was a Charles M. O'Leary. The attorney wants to take a deposition of Ed. I wrote a letter explaining Ed in S.A. for several months and would they take a signed statement instead. If Chaikin can remember this case he should write a letter to be relayed to this attorney, who is J. Joseph Connolly of Adams, Duque & Hazeltine, 523 West 6th St, LA 90014. The information he wants from Ed has to do with factual issues concerning negotiations and drafting of 1967 ground lease between Mr. & Mrs. O'Leary and 3550 Wilshire Corp.
16. Notary Publics - Under the new Notary Public law effective Jan 1, 1978, one of the requirements that Calif. Secretary of State is requiring is that notaries keep photostat copies of whatever material they xerox. JRR and I have both read the statute but can't find that requirement anywhere; it may be a procedural rule just required by the Sec. of State. Anyway, we would prefer to keep copies of powers of attorney, deeds, whatever business transaction that comes up that requires notarization, but not keep extra copies of personal affidavits made by people as witnesses to incidents, mainly because of the content of the affidavit. Whatever copies JRR as notary would make would be kept in a central notary file, locked up as are the passports, with the same security. We will do this unless you advise otherwise. Also, under the new notary law, the notary has to have a chronological book with each item entered one by one, no back dating, have the person being notarized sign the notary book, provide identification such as drivers license no., which gets recorded in the book, and the notary records the time of the transaction. JRR's notary license expires in October 1978. I think we should get some more notaries, because he may have some trouble renewing, consider-

B-5-a(95)

ing the allegations made by Schwartzes, etc. when the media flak was coming out earlier in the year. Could we have Tom Adams, Robin Tschetter, Vera, apply for notary - license is good for 4 years. Fee is \$15, plus bond fee which may be \$20-25. We have to check that out specifically and will know more next week about exact cost per notary application. If the above is ok, or if there are any other suggestions for notaries, please send message back.

17. Sale of Office Complex, RWV - When this was sold, Harold did the property inventory of things that were to remain on the property to be kept by the buyer. There is an air compressor in the garage which works and which was not listed on the inventory. Are we to assume that we keep this? Rob says it is of medium quality, works, and will be kept there til we move the buses out of the Garage in April at the end of the lease, at which time it will come to SF, get spare parts for it, and probably ship it over. Please check with Harold to see if he mentioned the air compressor to the buyer; otherwise, we will keep it and not mention it.
18. Anita Kelley auto accident of 4/22/77 - Betty got a letter from Reserve Insurance Co. saying they could not honor Anita's claim unless she submitted an accident report. Betty looked through her files and found the attached accident report, but we dont know why it was never sent out. Please ask Anita, Ellen Klingman and Ed why; we will send it out when we hear from you.
19. Lois Ponts property - We have received in mail property insurance policy renewal on 490 Lake Mendocino, Ukiah; insured is Ellen Lorraine Tipton, Lois's sister to whom she sold her property. Renewal premium is \$227. for 1 year, 1/20/78 - 1/20/79, sent to Lois c/o Ed, as Lois is mortgagee. Are we to pay this? Are we to send this to Lois's sister? What are we to do with this? See attached face sheet of policy.

B-5-cc(96)

# Moonies Infiltrate Aid-To-The-Elderly Groups

by Paul Grabowicz

In an apparent effort at improving its tarnished reputation, Reverend Sun Myung Moon's Unification Church has recently expanded its operations into a new field — aid to the elderly.

The Barb, has learned that for the past year a Unification Church "front group" has been quietly maneuvering to link up with dozens of often unsuspecting charity groups throughout Northern California that provide free food and services to the elderly and poor.

The church's activities have led to charges by former church members and spokespersons for several charity groups that the Moonies have:

- Deliberately concealed their affiliation with Reverend Moon in order to penetrate legitimate charitable organizations;

- Expropriated for their own use food donated to feed the needy;

- Launched an effort ultimately aimed at recruiting senior citizens into Moon's burgeoning religious empire.

The source of the controversy is an obscure organization called "Project Volunteer" (PV), which describes itself as a "group of conscientious Bay Area citizens desiring to serve the needs of our community," but which is actually an operational arm of Moon's Unification Church.

Based in Oakland, PV currently works with over 30 charity groups in a dozen Bay Area cities that distribute free food to the needy. In the past PV has worked with organizations including Saint Anthony's Dining Room in San Francisco, the Delancy Street Foundation for ex-convicts, and the Synanon Foundation for former drug addicts.

Concerns about the Moonies' motives first surfaced last fall when it was learned that they were taking some of the food donated to feed the elderly and poor and using it to feed their own Church members. "Onni (Durst—a local Moonie official) said definitely that as far as she was concerned the purpose (of PV) was to get cheap food for the family," alleges one former member of the Church who was involved in PV.

Interviews with half a dozen other Moonies close to the PV operation reveal that, as a regular practice, they would sort through donated food, picking out the best for use by the family members and Moonie leaders, and only pass on the poorest quality for actual distribution to the elderly and poor.

When the Moonies' food sorting activities were discovered by the Northern California Food Network (NCFN), a private umbrella organization that was using the Moonies' services in its food distribution program, it levied a six-month probationary penalty on them for their actions. In the course of investigating the Moonie operation the NCFN also discovered that PV had been misidentifying itself as a "representative" of the NCFN; kept such inadequate accounting records that it was impossible to trace the actual uses the Moonies made of donated food; and stored its donated food in the same warehouse that the Moonies used for a wholesale food operation, raising fears that the food sources might be mixed together.

PV head Russell Allen, insisted that there was nothing misleading or unethical about their dealings with food donors. "We would tell them we're Project Volunteer and we distribute the food to nonprofit groups," Allen explained. "We donate it to non-profit charitable groups of which one is NEDS." NEDS is New Educational Development Systems, the educational wing of the Church which, according to Allen, is composed of voluntarily impoverished individuals, who are as eligible for free food donations as any other charity group.

When asked about the charges that PV's purpose was to provide cheap food for the Moonies, Allen admitted that the free food "is valuable to NEDS be-

cause it helps on the food budget." But he insisted that PV was not set up as a money-maker for the Church but rather to "provide a model of public service."

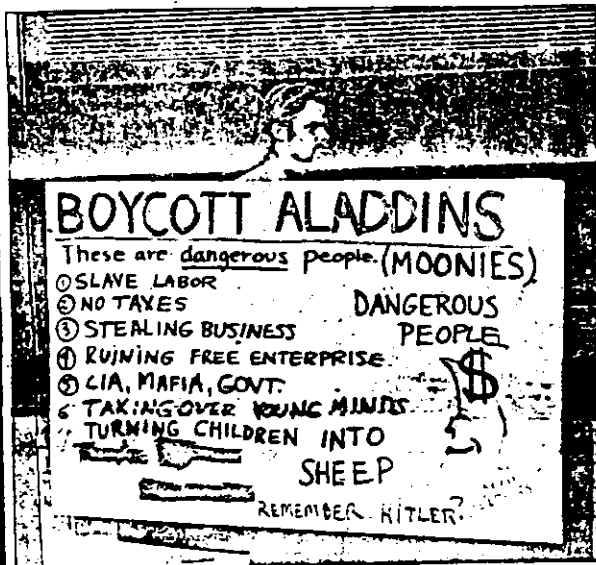
Allen also explained that the donated food his group received was sorted, but claimed it was separated according to ripeness, not quality. "We would distribute the ripest to the charities and keep some of the unripe for our own use," he said. "The charities

wanted ripe food because their use is for immediate consumption."

Several food distribution officials contacted by the Barb, however, stated they had never heard of such a distinction being requested by charities.

On the question of PV's sloppy accounting procedures, Allen insisted that strict controls were maintained to keep donated food separate from their wholesale food operation. He does concede that his lack of training as a bookkeeper

## Moon's Growing Influence In The Bay Area



"Do you like to make green bills happy... So many green bills are crying... They are all destined to go to Father (Moon). This is our responsibility. Eventually unless everything goes like Father it can't be happy."

--Unification Church training manual

The Moonie-linked food program for the elderly is just the most recent element in a rapidly expanding U.S. network of Moonie businesses and front organizations. The Unification Church and its profitable subsidiaries run a total of more than 30 different Moonie fronts in the Bay Area, all connected by interlocking boards of directors and partnerships.

New Education Development Systems (NEDS) is the key Moonie front in the Bay Area. NEDS' president is Martin Irwin Durst, a Laney College instructor who prefers to go by the name "Mose." Durst's wife Onni, is the head of Moon's Unification Church in the Bay Area. Former Moonies claim Mose Durst is behind most of the church's local fronts and businesses.

Other corporate officers of NEDS are Yeon Soo Im (alias Onni Durst), 6502 Dana St., Oakland; Gail Sue Gerson, 1950 Franklin Street, Oakland; David Russell Miller, 4000 Broadway, Oakland; James Morrison, 6424 Regent St., Oakland; Patricia Lawrence Paviour, 912 Kingston, Piedmont; Sheri Jean Sager, 15001 Foothill, San Leandro.

Other important Moonie businesses and fronts identified by the Barb from Alameda County records, published reports and other sources include:

Alladin's Coffees and Catering Service, 6050 College Avenue, Oakland. A restaurant, coffee and tea shop. Chief

Moonie: Jeremiah Schnee. Cleaner Carpets by Abbey, 2127 Bonar St., Berkeley. A janitorial service. Jeremiah Schnee, Michael Sommer.

Ideal Garage, 2127 Bonar St., Berkeley. An auto repair service. Alan Richard Seher, Richard Maurice Fairbrother, Peter Warner.

The Rose Shop, 1950 Franklin Street (the Leamington Hotel Building -- also listed as Moonie Sue Gerson's address on NEDS corporate documents), Oakland. A flower shop. Jeremiah Schnee, Alexander Achmat, Alan R. Seher.

Students for an Ethical Society, 2717 Hearst St., Berkeley. A NEDS subsidiary which serves as a recruiting service for the Unification Church on the UC Berkeley campus. Gail Sue Gerson.

Center for Ethical Management and Planning, Inc. 2840 College Ave., Berkeley. Another NEDS subsidiary which sponsors conferences and seminars featuring public figures as participants. Martin Irwin Durst, Jeremiah Schnee.

Creative Community Project, 2717 Hearst Avenue, Berkeley. This outfit runs the "International Ideal City," a "programming" camp located in Boonville, California. Martin Irwin Durst.

International Exchange Maintenance, 880 81st Avenue, Oakland. A janitorial service and auto repair shop which grew out of the Bonar Street operation in Berkeley. This site also serves as the Moonies warehouse for "donated" goods (see Barb, Jan. 13). International Exchange Maintenance created a stir when local media revealed it was cleaning local FBI offices under federal contract.

Judaism in Service to the World, a floating NEDS subsidiary. Sponsors cultural programs targeted toward Jews. Jeremiah Schnee. -- Bill Wallace



Rev. Sun Myung Moon: All the green bills are destined for Father.

mean that "the initial records were not accurate," but claims that complete accounting records are now being kept. However, when asked for a list of farmers who had recently donated food to PV, Allen stated that no such records were kept.

Allen's protestations of innocence, however, do not wash with many food groups who have had direct dealings with the PV operation. Homer Farmer, the head of a Senior Gleaners program in Sacramento, was approached last year by PV members volunteering to help Farmer's group collect and distribute food donated by Valley farmers to the elderly.

"Not once did they ever mention that they belonged to Unification Church," Farmer complains. "They let us think that they were going to promote the Senior Gleaners in the Bay Area when they had no such intention. I thought they would direct poor people into helping themselves, but instead they're trying to build an empire for themselves."

Farmer's sentiments were echoed by a number of other senior groups who accepted PV's donation of services without being informed of its connection with Reverend Moon. When the Alameda County Social Services Department uncovered the PV-Unification Church connection last year, it responded with an unusual letter sent out to senior centers in the county warning them of the Reverend Moon tie-in.

PV head Russell Allen admitted to the Barb that his group had been less than candid about its Unification Church affiliation in its pitch to food groups, but he claimed that a "new policy" has now been instituted to be more up-front on the Moon connection.

PV also provides some half dozen Berkeley and Oakland based senior citizens centers with volunteer help, has sent new Moonie recruits out of its Boonville farm into convalescent hospitals and old-age homes in that area, and made an abortive attempt last year at establishing its own geriatric clinic in the East Bay.

The Moonies' courtship of senior groups through PV has led to widespread suspicions that they are out to actively recruit the elderly into the church. Spokespersons for senior groups contacted by the Barb expressed fears that the isolation and loneliness of the elderly leaves them easy prey for the kind of spiritual pitch employed by the Moon operation.

Former Unification Church members interviewed by the Barb lent credence to these concerns. PV "gave us a chance to mix with the elderly people so we could get to know them and then get them to join the church," charges one former Moonie close to the operation. "These people (the elderly) have no personal value" to the Church, explains another former PV member, "but they could leave their money."

Current PV leader and Unification Church member Russell Allen denies that his group is out to coax the elderly into Moon's religious legions. "There's absolutely no effort to do it," Allen maintains in brushing off the charges of former PV members. "But anyone who comes over who wants to become a member, they're certainly welcome."

EXCERPTS FROM TAX LETTER, publication

2. Charity Disclosure Bill

“Strong opposition from religious groups has caused Congress to set aside a bill that would have required charities to tell prospective donors how much of a contribution would actually be spent on charitable work.

“The bill, inspired mainly by scandals in religious charities, had picked up support from major secular charities. But letter-writing campaigns and other efforts organized by Roman Catholic and evangelical groups caused its sponsors to withdraw the bill, at least for the present. If it is re-introduced, an effort to exempt religious charities is expected.

“‘It’s a shame, but we feel we can’t move on it now,’ a Congressional supporter said. ‘There have been many letters to Congressmen saying the bill would destroy religion. They would find it difficult to vote for the bill now.’

“The bill was inspired in particular by the well-publicized case of the Pallottine Fathers of Baltimore, who raised \$20 million in two years. An audit later showed that most of the money was spent on the direct-mail campaign and that less than 3 percent went to the hungry children for whom it was raised.

“The legislation, sponsored by Representative Charles H. Wilson, Democrat of California, was supported at hearings by such charities as the American Heart Association, the National Kidney Foundation, the American Lung Association and the Save the Children Federation.” (New York Times, 12/11/77)

PRIVATE LETTER RULINGS

1. Section 501 – Tax-Exempt Organizations

SUBORDINATE RELIGIOUS ORDERS ARE ALLOWED UNDER EXEMPTION UMBRELLA. In its rulings of December 24, 1975, and June 9, 1976, the Service held that each of the orders of a religious organization must individually qualify for section 501(c)(3) status. The Service has modified these two prior rulings to allow the religious orders to qualify for section 501(c)(3) status, because they are operated as direct activities of the overall organization. The umbrella organization received its original section 501(c)(3) status in a November 23, 1963 ruling. Doc 7750020

B-5-a (90)

I hereby authorize my attorney, Charles R. Garry,  
to act on my behalf in making the appropriate requests  
under the Freedom of Information Act to have any files  
or records under my name held in any agency released  
to him.

X \_\_\_\_\_

Executed on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_

(Sign twice ↗)

Notary public stamps below →)

(Sample FOIA requests)

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CENTRAL INTELLIGENCE AGENCY  
WASHINGTON, D.C. 20505

05 JAN 1978

Garry, Dreyfus, McTernan, Brotsky,  
Herndon & Pesonen, Inc.  
1256 Market Street at Civic Center  
San Francisco, CA 94102

Dear Sir:

We have received your request under the Freedom of Information Act for information pertaining to your clients, James Rudolph, Paula Adams, Rheaviana Beam, Joyce Touchtle and Linda J. Amos. Requests such as yours, which involve the requester's personal file, are handled by this Agency under the provisions of the Privacy Act of 1974 which took effect on 27 September 1975. Please be advised that in contrast to the procedures established for the Freedom of Information Act, there are no fees charged under the Privacy Act. Furthermore, the results of this processing will include all of the material that would normally be available to you under the Freedom Of Information Act, and will also include any additional material to which you may be entitled under the Privacy Act.

The Privacy Act of 1974 and pertinent CIA Regulations established requirements and procedures for access by individuals to information pertaining to them. CIA Regulations were published in the Federal Register on 28 August 1975 and may be found in Title 32 C.F.R. 1901.

Since the Privacy Act requires federal agencies to ensure that improper disclosure of personally identifiable information will not be made and further provides criminal penalties for improper disclosure, CIA Privacy Regulations, section 1901.13, sets forth the following requirements for identification of individuals making requests.


An individual seeking access to or notifications of the existence of records about himself shall provide in the letter of request his full name, address, date

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and place of birth together with a notarized statement swearing to or affirming his identity...If such individual is an alien lawfully admitted for permanent residence, his or her alien registration number must be also provided.

Although we have received the notarized statements explained above, we cannot release any information to you without proper authorization from your clients. Since yours is the only address available to us, we will process your requests as soon as we receive the above mentioned authorizations or direct addresses for the individual requesters.

Sincerely,



Gene F. Wilson  
Information and Privacy Coordinator

B-5-a(10)

XXXXXX  
XXXXXX  
XXXXXX

**FEDERAL BUREAU OF INVESTIGATION  
FOIPA DELETED PAGE INFORMATION SHEET**

2 Page(s) withheld entirely at this location in the file. One or more of the following statements, where indicated, explain this deletion.

- ☒ Deletions were made pursuant to the exemptions indicated below with no segregable material available for release to you.

Section 552Section 552a☐ (b)(1)☐ (b)(7)(A)☐ (d)(5)☐ (b)(2)☐ (b)(7)(B)☐ (j)(2)☐ (b)(3)☒ (b)(7)(C)☐ (k)(1)☐ (b)(7)(D)☐ (k)(2)☐ (b)(7)(E)☐ (k)(3)☐ (b)(7)(F)☐ (k)(4)☐ (b)(4)☐ (b)(8)☐ (k)(5)☐ (b)(5)☐ (b)(9)☐ (k)(6)☐ (b)(6)☐ (k)(7)

☐ Information pertained only to a third party with no reference to the subject of your request.

☐ Information pertained only to a third party. The subject of your request is listed in the title only.

☐ Documents originated with another Government agency(ies). These documents were referred to that agency(ies) for review and direct response to you.

\_\_\_\_\_ Pages contain information furnished by another Government agency(ies). You will be advised by the FBI as to the releasability of this information following our consultation with the other agency(ies).

\_\_\_\_\_ Page(s) withheld inasmuch as a final release determination has not been made. You will be advised as to the disposition at a later date.

\_\_\_\_\_ Pages were not considered for release as they are duplicative of \_\_\_\_\_

☐ For your information: \_\_\_\_\_

☒ The following number is to be used for reference regarding these pages:

*Bufile 89-4286-2018 Bulky Page # B5-a(102)+B5-a(104)*

XXXXXX  
XXXXXX  
XXXXXX
 XXXXXXXXXXXXXXXXXXXXXXXX  
 X DELETED PAGE(S) X  
 X NO DUPLICATION FEE X  
 X FOR THIS PAGE X  
 XXXXXXXXXXXXXXXXXXXXXXXX

#### EXPLANATION OF EXEMPTIONS

##### SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552

- (b) (1) information which is currently and properly classified pursuant to Executive Order 11652 in the interest of the national defense or foreign policy
- (b) (2) materials related solely to the internal rules and practices of the FBI
- (b) (3) information specifically exempted from disclosure by statute (see continuation page)
- (b) (4) privileged or confidential information obtained from a person, usually involving commercial or financial matters
- (b) (5) inter-agency or intra-agency documents which are not available through discovery proceedings during litigation; or documents, the disclosure of which, would have an inhibitive effect upon the development of policy and administrative direction; or which represent the work product of an attorney-client relationship
- (b) (6) materials contained in sensitive records such as personnel or medical files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy
- (b) (7) investigatory records compiled for law enforcement purposes, the disclosure of which would: (A) interfere with law enforcement proceedings, including pending investigations; (B) deprive a person of the right to a fair trial or an impartial adjudication, or give one party to a controversy an undue advantage by exclusive access to such information; (C) constitute an unwarranted invasion of the personal privacy of another person; (D) reveal the identity of an individual who has furnished information to the FBI under confidential circumstances or reveal information furnished only by such a person and not apparently known to the public or otherwise accessible to the FBI by overt means; (E) disclose investigative techniques and procedures, thereby impairing their future effectiveness; and (F) endanger the life or physical safety of law enforcement personnel
- (b) (8) information collected by Government regulatory agencies from financial institutions
- (b) (9) geological and geophysical information, including maps, produced by private companies and filed by them with Government agencies.

##### SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552a

- (d) (5) information compiled in reasonable anticipation of a civil action or proceeding
- (j) (2) material reporting investigative efforts pertaining to the enforcement of criminal law including efforts to prevent, control, or reduce crime or apprehend criminal, except records of arrest
- (k) (1) information which is currently and properly classified pursuant to Executive Order 11652 in the interest of the national defense or foreign policy
- (k) (2) material compiled during civil investigations for law enforcement purposes and which would reveal the identity of an individual who has furnished information pursuant to a promise that his identity would be held in confidence
- (k) (3) material maintained in connection with providing protective services to the President of the United States or any other individual pursuant to the authority of Title 18, United States Code, Section 3056
- (k) (4) required by statute to be maintained and used solely as statistical records
- (k) (5) investigatory material compiled solely for the purpose of determining suitability, eligibility, or qualifications for Federal civilian employment or for access to classified information, the disclosure of which would reveal the identity of the person who furnished information pursuant to a promise that his identity would be held in confidence
- (k) (6) the substance of tests used to determine individual qualifications for appointment or promotion in Federal Government service
- (k) (7) material used to determine potential for promotion in the armed services, the disclosure of which would reveal the identity of the person who furnished the material pursuant to a promise that his identity would be held in confidence.

ALBERT M. LEDDY  
District Attorney  
Telephone (805) 881-2426

CHILD SUPPORT DIVISION

Haberfelde Building  
1706 Chester Avenue  
Second Floor  
P. O. Box 2165  
Bakersfield, California 93303



February 2, 1978

Eugene Chaiken  
Attorney at Law  
P. O. B. 15156  
San Francisco, CA 94115

Re: Douglas L. Sanders  
D.A. File #: 033846  
Complainant: County of Kern

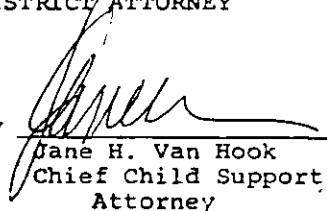
Dear Sir:

Please be notified that your client's failure to answer the summons and complaint served upon him has resulted in the filing of a request to Enter Default.

A Default Hearing will be heard on Wednesday, March 8, 1978, at 10:00 a.m. You are not required to attend the Default Hearing. If you have any questions, please contact this office.

Very truly yours,

ALBERT M. LEDDY  
DISTRICT ATTORNEY

By   
Jane H. Van Hook  
Chief Child Support  
Attorney

/pg

B-5-a(105)

FILED

NAME AND ADDRESS OF ATTORNEY: <b>ALBERT M. LEDDY, DISTRICT ATTORNEY</b> <b>CHILD SUPPORT DIVISION</b> By Jane H. Van Hook, Chief Deputy 1706 Chester Ave. BAKERSFIELD, CA 93301 ATTORNEY FOR:	TELEPHONE NO. <b>861-2535</b>  FOR COURT USE ONLY  <div style="text-align: center;">78 FEB 7 AM 9:13</div> <div style="text-align: center;">VERA K. GIBSON CLERK KERN COUNTY CALIF.</div>
Insert name of court, judicial district or branch court, if any, and Post Office and Street Address. <div style="text-align: center;"> <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN</b>  <b>1415 TRUXTON AVENUE, BAKERSFIELD, CALIFORNIA-93301</b> </div>	
PLAINTIFF: <div style="text-align: center;">COUNTY OF KERN</div>	
DEFENDANT: <div style="text-align: center;">DOUGLAS L. SANDERS</div>	
<b>REQUEST TO ENTER DEFAULT</b>	
Case Number <b>144071</b>	

1. TO THE CLERK Please enter the default of the following ~~defendant's~~ **complainant**  
 Defendant (Name. See footnote\* before completing):

**Douglas L. Sanders**

2. Check applicable items and apply credits, if any, below

a. ☐ Enter default only.

b. ☐ Enter clerk's judgment under CCP 585(1).

(1) ☐ When authorized by law include attorneys fees below, per court schedule.

(2) Complete declaration under CCP 585.5, below.

c. ☒ I request a court judgment under CCP 585(2), (3), 989, etc. (Testimony required. Apply to clerk for hearing date, unless court will enter judgment on affidavit under CCP 585(4).)

Judgment to be entered	Amount	Credits Acknowledged	Balance
(1) Demand of Complaint	\$ 892.00	\$	\$ 892.00
(2) Attorney Fees	\$	\$	\$
(3) Interest	\$	\$	\$
(4) Costs (see reverse side)	\$	\$	\$
(5) TOTAL	\$	\$	\$ 892.00

Dated: **February 2, 1978**

**Jane H. Van Hook**

(Type or print name of attorney)

**Chief Child Support Attorney**

**/s/Jane H. Van Hook**

(Signature of (Attorney for) Plaintiff)

3. This action: (Check applicable box for each of the following items)

a. ☐ Is ☒ Is not on a contract or installment sale for goods or services subject to CC 1801, etc. (Unruh Act).

b. ☐ Is ☒ Is not on a conditional sales contract subject to CC 2981, etc. (Rees-Levering Motor Vehicle Sales and Finance Act).

c. ☐ Is ☒ Is not on an obligation for goods, services, loans or extensions of credit subject to CCP 395(b).

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration is executed on (Date): **February 2, 1978** at (Place): **Bakersfield,** California.

**Jane H. Van Hook**

**Chief Child Support Attorney**

(Type or print name of declarant)

**/s/Jane H. Van Hook**

(Signature of declarant)

FOR COURT USE ONLY	Default entered as requested on _____ By _____ Deputy Clerk	<input type="checkbox"/> Default NOT entered as requested. (State reason on reverse side.)
--------------------	--	---

DA#033846/pa (See reverse side for Declaration of Mailing, Memorandum of Costs, and Declaration of Nonmilitary Status)

The word "plaintiff" includes cross-complainant; "defendant" includes cross-defendant; singular includes the plural, and masculine includes feminine. Declaration must be signed in California (CCP 2015.5) Affidavit required when signed outside California

Form adopted by the  
Judicial Council of California  
Revised Effective July 1, 1975  
P. 92 24

**REQUEST TO ENTER DEFAULT, DECLARATION UNDER  
CCP 585.5, DECLARATION OF MAILING, MEMORANDUM  
OF COSTS, AND DECLARATION OF NONMILITARY STATUS**

B-5-a (105)  
FEB 07 1978  
CCP 585, 585.5, 587.  
1033%

DECLARATION OF MAILING (CCP 587)

4. a. ☒ On (Date): Feb. 2, 1978, a copy of this Request To Enter Default was mailed (by first-class mail or airmail, postage prepaid) to each defendant's attorney of record, or if none, to such defendant at his last known address, addressed as follows:

Eugene Chaiken  
Attorney at Law  
P.O.B. 15156  
San Francisco, CA 94115

(and)

Douglas L. Sanders  
1814 Divisadero  
San Francisco, CA 94115

- b. ☐ The address of the following defendant and of his attorney of record is unknown to plaintiff and his attorney (Name):

I certify (or declare) under penalty of perjury that the foregoing is true and correct, and that this declaration is executed on (Date): February 2, 1978 at (Place): Bakersfield, California.

Jane H. Van Hook

Chief Child Support Attorney  
(Type or print name)

/s/Jane H. Van Hook

(Signature of declarant)

MEMORANDUM OF COSTS

5. Costs and disbursements are listed as follows (CCP 1033%):

a. Clerk's Filing Fees.....	\$ 54.00
b. Process Server's Fees.....	\$
c. ....	\$
d. ....	\$
e. TOTAL.....	\$ 54.00

I am (the attorney or agent for): County of Kern the party who claims these costs.  
To the best of my knowledge and belief the foregoing items of cost are correct and have been necessarily incurred in this action.

I certify (or declare) under penalty of perjury that the foregoing is true and correct, and that this declaration is executed on (Date): Feb. 2, 1978 at (Place): Bakersfield, California.

Jane H. Van Hook

Chief Child Support Attorney  
(Type or Print Name)

/s/Jane H. Van Hook

(Signature of declarant)

DECLARATION OF NON MILITARY STATUS

6. Defendant (Name): Douglas L. Sanders is  
~~not~~ in the military service or in the military service of the United States as defined in Section 101 of the Soldiers' and Sailors' Relief Act of 1940, as amended, and not entitled to the benefits of the Act.

I certify (or declare) under penalty of perjury that the foregoing is true and correct, and that this declaration is executed on (Date): Feb. 2, 1978 at (Place): Bakersfield, California.

Jane H. Van Hook

Chief Child Support Attorney  
(Type or print name)

/s/Jane H. Van Hook

(Signature of declarant)

☐ Reserve Insurance Company

☐ Market Insurance Company

FILE NO. 13G-005015

INSURED \_\_\_\_\_

DATE OF LOSS 4-22-77

### ACCIDENT REPORT

We have been advised that you were involved in or have knowledge of an accident on the above date. Please complete the form below and return it in the enclosed envelope so that this matter can be resolved appropriately.

Name Anita Christine Kelley Age 27

Address 4512 Cabrillo St Phone \_\_\_\_\_

Did you see the accident? yes Date 4-22-77 Hour About 2<sup>00</sup> AM

Where were you? crossing the intersection

Was anybody injured? no Who? \_\_\_\_\_

What happened? I entered the intersection in response to a green light. Another car entered the intersection to my right, running a red light and collided with mine. He then backed up disengaging his car from mine and drove away. A nearby patrol car then pursued him and apprehended him.

(Use other side for additional space)

In your opinion, what caused the accident? The other driver disregarded a red light and was exceeding the legal speed limit.

Who was at fault? the other driver

Other witnesses: Jerome Rhea, Clifford Gieg

Extent of injuries none

Name of Doctor \_\_\_\_\_

Amount of Medical Bills: Hospital San Joaquin Co. Hosp Doctor \_\_\_\_\_

X-Ray \_\_\_\_\_ Prescriptions \_\_\_\_\_

Signature Anita C. Kelley Date \_\_\_\_\_

B-5-a(108)

No. 97-610 3596  
REPLACES POLICY NO. 95-686 1043

6190

STATE FARM GENERAL INSURANCE COMPANY  
A STOCK COMPANY/BLOOMINGTON, ILLINOIS



APARTMENT POLICY



DECLARATIONS

Item 1. INSURED'S NAME AND MAILING ADDRESS  
TIPTON, ELLEN LORRAINE  
P O BOX 135, ELDRIDGE CA 95431

Item 2. INCEPTION DATE 1-20-78 POLICY PERIOD 12 MONTHS EXPIRATION OF POLICY PERIOD 1-20-79

INDEX-161.5

☒ THIS POLICY WILL BE RENEWED AUTOMATICALLY, SUBJECT TO PROVISIONS OF THE FORMS THEN CURRENT, FOR EACH SUCCEEDING POLICY PERIOD THEREAFTER AND IS SUBJECT TO TERMINATION BY THIS COMPANY ONLY AFTER TEN (10) DAYS' WRITTEN NOTICE TO INSURED AND MORTGAGEE. THE PREMIUM FOR SUCCEEDING POLICY PERIODS WILL BE COMPUTED AT THIS COMPANY'S RATES THEN CURRENT.

Item 3. THE NAMED INSURED IS:  
☒ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ JOINT VENTURE ☐ OTHER:

Item 4. LOCATION OF PREMISES: (IF DIFFERENT THAN SHOWN ABOVE)  
No. 1 490 LAKE MENDO. DR., UKIAH CA 95462  
No. 2  
No. 3

Item 5. Insurance is provided with respect to those premises described above and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:

COVERAGE		LIMIT OF LIABILITY								COINSURANCE PERCENTAGE APPLICABLE
		Loc. No.	Blkg. No.	Loc. No.	Blkg. No.	Loc. No.	Blkg. No.	Loc. No.	Blkg. No.	
SECTION I PROPERTY COVERAGE	A. Building(s)	1	1							
	B. Personal Property	\$ 40000		\$		\$		\$		
	Addl. Cov. (Specify by Name)									
	LOSS OF RENT (PER MONTH)	\$ 300		\$		\$		\$		
		\$		\$		\$		\$		
SECTION II LIABILITY COVERAGE	COVERAGE		LIMIT OF LIABILITY							
	C. Bodily and Personal Injury and Property Damage Liability	\$1000000		each occurrence	\$1000000					aggregate
	D. Premises Medical Payments	\$ 1000		each person	\$ 25000					each accident
	Addl. Cov. (Specify by Name)									
		\$								

☐ SECTION III—CRIME COVERAGE

☐ SECTION IV—BOTTLER AND MACHINERY COVERAGE

Limits as stated in the endorsement, made part of this Policy, if indicated by ☒

LOSS DEDUCTIBLE CLAUSES

APPLICABLE: \$100 (SEE FE4351.1)

Item 6. ENDORSEMENTS TO THE POLICY: FE4421.1, FE4427, FE4436, FE4351.1, FE4377.1, FE4526.1, FE4532.1, FE4544

Item 7. MORTGAGEE: FE4622.1, FE4674, ML8126 1-71  
LOIS A PONTS, C/O EUGENE CHAIKIN,  
P O BOX 15156  
SAN FRANCISCO CA 94114

COUNTERSIGNATURE

DATE: Feb. 7, 1978

AGENT: Ted E. Meyer

Item 8.	PREPAID PREMIUM	AUTOMATIC RENEWAL PREMIUM	ANNUAL INSTALLMENT PREMIUM
PROVISIONAL PREMIUM:	\$	\$ 227.00	\$

In Consideration of the Provisions and Stipulations herein or Added Hereto and of the Premium Above Specified (or specified in endorsement attached hereto), this Company, from inception date shown above at 12:01 A.M. (Standard Time) to expiration date shown above at 12:01 A.M. (Standard Time) at location of property involved, to an amount not exceeding the limit of liability specified, does insure the insured named in the Declarations above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all LOSS BY FIRE, LIGHTNING AND OTHER PERILS INSURED AGAINST IN THIS POLICY INCLUDING REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere. Assignment of this policy shall not be valid except with the written consent of this Company. This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

B-5-a (105) (109) (11)

✓ CC: Terry B.

1. Information re people traveling:

- a. Aurora Rodriguez, grandchildren Terry Stewart, Aurora Stewart, Lisa Whitmire:  
Aurora Rodriguez tells me that the children's dads (2 dads involved) are both in and out of jail, there has been no contact for years. One of the dads told Aurora years ago that he wanted his children to be with her, not their mom. There would seem to be no parent problem with these children, according to Aurora.
- b. Christine Cobb, Mona Cobb - Christine and Guy Young have been getting guardianship and adoption of Mona for the past several months. Christine tells me that their attorney filed for guardianship and for an order freeing the child from the custody and control of her mom, with adoption to come after guardianship is awarded. Home visits in the adoption matter are scheduled for this week by the social worker. Hearing on the guardianship/abandonment by the mom case is scheduled for February 21. Los Angeles welfare has informed Christine's attorney they will appear for the mom and contest (they are the official conservator of Monas mom; this contesting is a technicality, an administrative move on their part as they technically have to protect their ward, Mona's mom, but Christine's attorney explains to her that this does not threaten her case for Mona). The attorney explains that the adoption will follow shortly after February 21 hearing; the judge has to sign the adoption papers, and so do Christine and Guy. So Christine should stay here at least til February 21, and I should think until the adoption papers are signed. Christine is doing her best to convince her attorney she has to get away right away, to visit her sick brother.
- c. [REDACTED] On parole from robbery charge til October 1978. Says he talked to Irene and Guy Young about our helping to get his San Francisco parole officer to either shorten his parole or assign him to Guyana. He told his parole officer he does volunteer work with us. I talked to Guy Young, who said [REDACTED] had not spoken to him at all about this. Unless there is some special reason over there or it is felt over there that we should follow through on his request, we would prefer to leave the parole alone since October is not that far away, and rather than put pressure on the situation there, we'd just wait. He does work here, with C.J. on the crating crew. Jack says he's a good worker and follows directions well under C.J., and also he's a good researcher, he has brought in some good information about cow raising, etc. We might help his case along with some supportive letters to the parole officer here so that when his parole review date comes up in October, his file would look good. Otherwise, if you think we should go ahead and try to get assignment to Guyana, please send message and we can have Lilly talk with the parole officer here.

b7C

B-5-66/110

2. Irvin Perkins - This is not a question; this is information unless someone there sees problems in it. Irvin does diesel mechanic repair on outside bus engines for income; he has negotiated a contract to do a job for \$5300 income, 1/2 deposit down before work starts, \$750 investment in parts. Written contract, approved by Harold, McElvane. Irvin and Harold discussed what may be future tax problems for Irvin, if he files for 1978 as self-employed because he is not now deducting tax, will have to pay in one lump sum next year if he files. Of course, this depends on number of outside jobs he gets over the course of the year. Receives investment money for parts from us, subject to approval by finance committee. Operates on his own, P.T. not involved. Sounds like a good deal.
3. Berkeley Barb article re Unification Church, procurement - See attached xerox of article. I told Andy to go back through his records and itemize to whom and when he has distributed procured food, etc. Often he distributes items, such as vegetables to D-Q U, Delancy, etc. There is no problem with representation as P.T., that has always been done. The slant of the Barb article is that UC members obtained goods not representing themselves as UC and then used the goods for their own members, not the people they told the donors the goods were going to. It would seem reasonable for Andy to build up a file of groups to whom he's given procured goods, to have a history available. Bonnie suggested he give to halfway houses, child care centers, elderly centers, throughout the city; good for p.r. and practical way of getting rid of excess procurement. The stuff he gets from Synanon can't be included in this as they require that we use it directly and do not pass on.
4. Attached to this report are copies of our insurance policies on L.A., RWV, and P.T. properties. RWV office complex has been deleted, with the exception of the garage, on which we have a 6 month lease til April 1978 and which is required under the lease to be insured. Harold arranged for this to be covered; Bonnie checked with Mayfield and it is, and they will be sending her a certificate of insurance soon. Richmond property is supposed to be covered; we are still waiting for certificate of insurance. Bonnie is doublechecking on this. We also must delete LA Temple now that it's been sold.
5. See attached excerpts from Tax Letter which refer to churches, exempt status.
6. FOIA responses - See attached copies from FBI on Ed and from CIA for various ones. Pat says that the CIA response indicates to her that there is a file in existence on these people and that special request should be signed and notarized in Guyana. We have received a couple of signed requests from Guyana, but they were not in the correct form. Attached is a sample which I understand is being coordinated by Paula.

7. Anthony Lopez guardianship - This has been radioed over; this is back up information. 1/17/78 we received a letter from the Alameda County Probate Commissioner because Chaikin as attorney for guardian Walter Jones had not filed annual accounting on the estate of the ward, Anthony. (There is no estate, but the guardianship was originally filed as a guardianship of the person and estate, so as far as the court is concerned, there is an estate unless we tell them otherwise. Annual reports are required on estates to show how the guardian has taken care of the ward's money, etc.) I received radio message to send a letter to the Probate Commissioner telling them Chaikin out of the country and enclosing copy of his letter he sent to Walter in 8/77 telling him he could no longer be his attorney, and also telling the court that Chaikin would be writing them himself in the near future. This letter has been sent. Now we need for Chaikin to write the follow-up letter. He should address it to David C. Lee, Probate Commissioner, ~~Alameda County Superior Court, 1221 Oak St., Oakland 94612.~~
8. Marie Mills - Guardian of Lee Anne Thompson, Kay Rosas' daughter. She wants to adopt Lee Anne. She is trying to adopt her other foster children, so that eventually she can have an easier time of getting them overseas. She is gradually coming to realize that as foster children, they won't be able to go overseas because of the tie-up with the courts here and the constant threat of the parents taking the children back. She is going to ask her social worker about adopting Lee Anne. I would assume we will need some sort of signed consent by Kay Rosas over there. I will check with Marie some more and find out if there is a standard form, and if she might have to sign in front of a Guyanese court.
9. Doug Sanders - We are still receiving monthly bills from the Bakersfield D.A. for him to pay child support. When he left, it was agreed by him after consultation with Leona and others not to pay. Now we have received notice from the D.A., directed to Ed as representative of Doug, that there will be a Default Hearing 3/8/78 in Bakersfield because of his nonpayment. The letter attached to the Request to Enter Default says that Ed does not have to appear. Should we write a letter on Ed's paper and say as far as we know Doug is out of this area and we have not seen him, signed by Ed? Would this cause trouble for Ed in his department? All mail for Doug comes c/o Ed's p.o. box, including mail from his old job. We mark bills return to sender, but we keep the job mail, because they have sent valuable stuff including his last payroll check. Doug also owes the credit union of his employer \$300 which we are not paying, but which bills come here.

10. Canoes - In September 1977 Lee ordered 4 canoes from New York, which were eventually to be routed to Guyana. The company he ordered them from was routing the canoes first from New York to their Covina California office, then they would go to Miami for shipping. In October the supplier of the canoes wrote from Covina saying the canoes were on their way from New York and that he would have to have our check (\$1,839.64) before he could ship them on to Miami. Full check was issued, including shipping charges in both directions. In November Norman, passing through Miami, checked with the company that was expecting the canoes and who would be packaging them up to ship to Guyana. No canoes had yet been delivered. Randolph made calls to Covina office, could not reach the man who made the sale until January 3. Was told they remembered receiving our check but would have to check on the canoes; called back January 20, saying the shipper in Miami had refused to accept the canoes at his warehouse because they were not crated. Driver deposited canoes in a bonded warehouse and returned to Covina. January 20 Randolph called the Miami shipper, who said no one had ever attempted to deliver the canoes, and there would be no problem with shipping uncrated canoes, recommended we sue the Covina office. We have the cancelled cashed check; it was cashed 11/17/77. Should we ask Eric or the other person in his office who has been handling tax cases for us to pursue litigation?
11. 1752 McKinnon St., San Francisco (Edwards House) - This is the place that burned down last summer. The insurance company is still investigating the fire, won't let us clear the property and raze the remaining structure so we can sell the lot, until he gets signed permission for this from the Edwards, and from the mortgage holders to whom we still pay \$165 per month on this place as one of the Edwards' bills. I am sending, not attached to this report but directed to Julia, an authorization to be signed by the Edwards and a witness giving permission. Please send it back signed, via Lucinda, or mail, whichever is faster.
12. Oreen Armstrong Poplin - In law office report #10 is a description of her problem with SSA and wanting a marriage certificate and a sworn statement from Clara Johnson. Waiting on clearance from you folks, we (myself and Mildred, separately) told Rudy to tell Oreen that there was a legal problem involved and we would have to check further before we did anything. Rudy went back to L.A. and so did Oreen. Then we got radio message that we were not to do what Oreen requested. We called Rudy, he said that it had already been done. This week he was here and I asked him, in the presence of Mildred, if there had been some miscommunication; he said that he was told by us that it was all right for Oreen and Clara to go ahead and do what Oreen wanted. We did not press the issue as it had already happened; but both Mildred and I remember giving specific instructions not to go ahead.

13. Oreen Armstrong Poplin - Made an appointment by herself to see Eric, came up from LA this week and talked to him. Wants to sue Kaiser Hospital in SF because she says they discharged Earl and sent him home when he was still sick with uremic poisoning. When it happened, she and Earl and Sylvia Grubbs traveled on plane down to L.A. to where Earl had regular doctor, and Kaiser Hospital there admitted him and kept him at least 1 month before he passed. Mildred checked with Eric's assistant and was told that Eric told Oreen she did not have a case and to go home. The interview went well, I am told, but he told her there was no case and not to pursue it. She ignored this, as usual, and made appointment with Kaiser Hospital attorneys to meet with them Wednesday morning. It was Mildred's feeling and mine that we should stay out of it; we did not know at this point that Eric had said there was no case, but we didn't think the church should be involved in any way because of the general way the lady acts and tells stories... So I told Kris Kice, who had been asked by Oreen to come with her to the session with Kaiser's legal counsel, not to go; Kris told David Gally, who had already assured Oreen independently without any consultation that he would go with her, not to go.

Wednesday evening she was not in service, but she did come into the dining room earlier when everyone was eating dinner and complained loudly about how no one here would help her and that the attorneys at Kaiser told her she had no case. She had a written statement in her hand, Kris Kice saw it, signed by Clara Johnson, which must have been prepared when Earl was still alive. Kris read it - it summarized how Earl had been accepted by SF Kaiser, examined and kept 1 night, then sent home in a cab although they thought he had something wrong with his colon. Went on to explain trip to LA, named Hue Fortson and Sylvia Grubbs. In discussing it with Kris, she made a good point - that to make a case, Oreen would have to get the LA Kaiser Hospital to criticize the SF Kaiser Hospital, which is not likely to happen.

Oreen told Kris that Eric had said she had a case.

14. Leona has been asking from time to time if we can return original signed deeds to people who have stopped coming. These are unrecorded deeds. I think we shouldn't, now that we have found the deed file, because they are incomplete, they do not have the grantee filled in, much like a blank check. They would have been filled in eventually if the house were sold and the deed were first recorded in Rex's name to avoid capital gains tax, etc. But these were not sold, people just turned in their old deeds and signed grant deeds as an act of donation. If we were to turn these back now, I should think it would backfire on us. We could return old original property papers, insurance policies, deeds that gave title to the member in the first place, as those aren't ours anyway. But I think we should keep the donation deeds. What do you think? She is asking this because some former members are now talking around in the community that we took their property deeds (J.B. & Margie Robinson are the ones she mentioned to me.).
15. Old Chaikin lawsuit - We got a letter from an attorney in L.A. who represents defendants in a case that Ed used to be involved in but is no longer. (O'Leary v. 3550 Wilshire Corp.) Ed's old client was a Charles M. O'Leary. The attorney wants to take a deposition of Ed. I wrote a letter explaining Ed in S.A. for several months and would they take a signed statement instead. If Chaikin can remember this case he should write a letter to be relayed to this attorney, who is J. Joseph Connolly of Adams, Duque & Hazeltine, 523 West 6th St, LA 90014. The information he wants from Ed has to do with factual issues concerning negotiations and drafting of 1967 ground lease between Mr. & Mrs. O'Leary and 3550 Wilshire Corp.
16. Notary Publics - Under the new Notary Public law effective Jan 1, 1978, one of the requirements that Calif. Secretary of State is requiring is that notaries keep photostat copies of whatever material they xerox. JRR and I have both read the statute but can't find that requirement anywhere; it may be a procedural rule just required by the Sec. of State. Anyway, we would prefer to keep copies of powers of attorney, deeds, whatever business transaction that comes up that requires notarization, but not keep extra copies of personal affidavits made by people as witnesses to incidents, mainly because of the content of the affidavit. Whatever copies JRR as notary would make would be kept in a central notary file, locked up as are the passports, with the same security. We will do this unless you advise otherwise. Also, under the new notary law, the notary has to have a chronological book with each item entered one by one, no back dating, have the person being notarized sign the notary book, provide identification such as drivers license no., which gets recorded in the book, and the notary records the time of the transaction. JRR's notary license expires in October 1978. I think we should get some more notaries, because he may have some trouble renewing, consider-

ing the allegations made by Schwartzes, etc. when the media flak was coming out earlier in the year. Could we have Tom Adams, Robin Tschetter, Vera, apply for notary - license is good for 4 years. Fee is \$15, plus bond fee which may be \$20-25. We have to check that out specifically and will know more next week about exact cost per notary application. If the above is ok, or if there are any other suggestions for notaries, please send message back.

17. Sale of Office Complex, RWV - When this was sold, Harold did the property inventory of things that were to remain on the property to be kept by the buyer. There is an air compressor in the garage which works and which was not listed on the inventory. Are we to assume that we keep this? Rob says it is of medium quality, works, and will be kept there til we move the buses out of the Garage in April at the end of the lease, at which time it will come to SF, get spare parts for it, and probably ship it over. Please check with Harold to see if he mentioned the air compressor to the buyer; otherwise, we will keep it and not mention it.

18. Anita Kelley auto accident of 4/22/77 - Betty got a letter from Reserve Insurance Co. saying they could not honor Anita's claim unless she submitted an accident report. Betty looked through her files and found the attached accident report, but we dont know why it was never sent out. Please ask Anita, Ellen Klingman and Ed why; we will send it out when we hear from you.

19. Lois Ponts property - We have received in mail property insurance policy renewal on 490 Lake Mendocino, Ukiah; insured is Ellen Lorraine Tipton, Lois's sister to whom she sold her property. Renewal premium is \$227. for 1 year, 1/20/78 - 1/20/79, sent to Lois c/o Ed, as Lois is mortgagee. Are we to pay this? Are we to send this to Lois's sister? What are we to do with this? See attached face sheet of policy.

## Food For The Needy Ripped Off

# Moonies Infiltrate Aid-To-The-Elderly Groups

by Paul Grabowicz

In an apparent effort at improving its tarnished reputation, Reverend Sun Myung Moon's Unification Church has recently expanded its operations into a new field — aid to the elderly.

The Barb has learned that for the past year a Unification Church "front group" has been quietly maneuvering to link up with dozens of often unsuspecting charity groups throughout Northern California that provide free food and services to the elderly and poor.

The church's activities have led to charges by former church members and spokespersons for several charity groups that the Moonies have:

- Deliberately concealed their affiliation with Reverend Moon in order to penetrate legitimate charitable organizations;

- Expropriated for their own use food donated to feed the needy;

- Launched an effort ultimately aimed at recruiting senior citizens into Moon's burgeoning religious empire.

The source of the controversy is an obscure organization called "Project Volunteer" (PV), which describes itself as a "group of conscientious Bay Area citizens desiring to serve the needs of our community," but which is actually an operational arm of Moon's Unification Church.

Based in Oakland, PV currently works with over 30 charity groups in a dozen Bay Area cities that distribute free food to the needy. In the past PV has worked with organizations including Saint Anthony's Dining Room in San Francisco, the Delancy Street Foundation for ex-convicts, and the Synanon Foundation for former drug addicts.

Concerns about the Moonies' motives first surfaced last fall when it was learned that they were taking some of the food donated to feed the elderly and poor and using it to feed their own Church members. "Ona (Durst—a local Moonie official) said definitely that as far as she was concerned the purpose (of PV) was to get cheap food for the family," alleges one former member of the Church who was involved in PV.

Interviews with half a dozen other Moonies close to the PV operation reveal that, as a regular practice, they would sort through donated food, picking out the best for use by the family members and Moonie leaders, and only pass on the poorest quality for actual distribution to the elderly and poor.

When the Moonies' food sorting activities were discovered by the Northern California Food Network (NCFN), a private umbrella organization that was using the Moonies' services in its food distribution program, it levied a six-month probationary penalty on them for their actions. In the course of investigating the Moonie operation the NCFN also discovered that PV had been misidentifying itself as a "representative" of the NCFN; kept such inadequate accounting records that it was impossible to trace the actual uses the Moonies made of donated food; and stored its donated food in the same warehouse that the Moonies used for a wholesale food operation, raising fears that the food sources might be mixed together.

PV head Russell Allen, insisted that there was nothing misleading or unethical about their dealings with food donors. "We would tell them we're Project Volunteer and we distribute the food to nonprofit groups," Allen explained. "We donate it to non-profit charitable groups of which one is NEDS. NEDS is New Educational Development Systems, the educational wing of the Church which, according to Allen, is composed of voluntarily impoverished individuals, who are as eligible for free food donations as any other charity group.

cause it helps on the food budget." But he insisted that PV was not set up as a money-maker for the Church but rather to "provide a model of public service."

Allen also explained that the donated food his group received was sorted, but claimed it was separated according to ripeness, not quality. "We would distribute the ripest to the charities and keep some of the unripe for our own use," he said. "The charities

wanted ripe food because their use is for immediate consumption."

Several food distribution officials contacted by the Barb, however, stated they had never heard of such a distinction being requested by charities.

On the question of PV's sloppy accounting procedures, Allen insisted that strict controls were maintained to keep donated food separate from their wholesale food operation. He does concede that his lack of training as a bookkeeper



Rev. Sun Myung Moon: All the green bills are destined for Father.

meant that "the initial records were not accurate," but claims that complete accounting records are now being kept. However, when asked for a list of farmers who had recently donated food to PV, Allen stated that no such records were kept.

Allen's protestations of innocence, however, do not wash with many food groups who have had direct dealings with the PV operation. Homer Farmer, the head of a Senior Gleaners program in Sacramento, was approached last year by PV members volunteering to help Farmer's group collect and distribute food donated by Valley farmers to the elderly.

"Not once did they ever mention that they belonged to Unification Church," Farmer complains. "They let us think that they were going to promote the Senior Gleaners in the Bay Area when they had no such intention. I thought they would direct poor people into helping themselves, but instead they're trying to build an empire for themselves."

Farmer's sentiments were echoed by a number of other senior groups who accepted PV's donation of services without being informed of its connection with Reverend Moon. When the Alameda County Social Services Department uncovered the PV-Unification Church connection last year, it responded with an unusual letter sent out to senior centers in the county warning them of the Reverend Moon tie-in.

PV head Russell Allen admitted to the Barb that his group had been less than candid about its Unification Church affiliation in its pitch to food groups, but he claimed that a "new policy" has now been instituted to be more up-front on the Moonie connection.

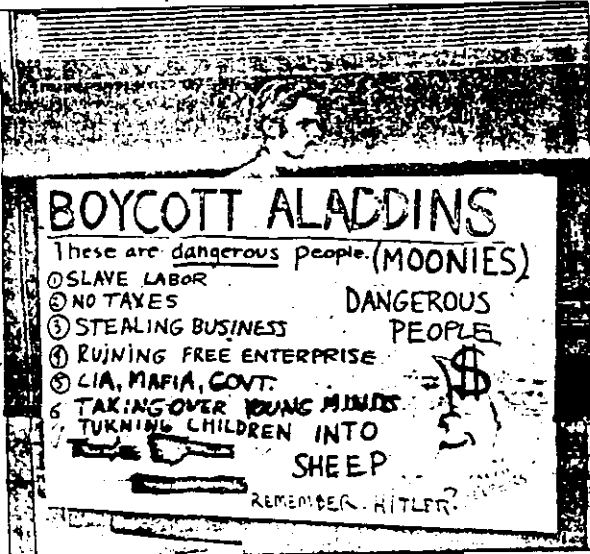
PV also provides some half dozen Berkeley and Oakland based senior citizens centers with volunteer help, has sent new Moonie recruits out of its Boonville farm into convalescent hospitals and old-age homes in that area, and made an abortive attempt last year at establishing its own geriatric clinic in the East Bay.

The Moonies' courtship of senior groups through PV has led to widespread suspicions that they are out to actively recruit the elderly into the church. Spokespersons for senior groups contacted by the Barb expressed fears that the isolation and loneliness of the elderly leaves them easy prey for the kind of spiritual pitch employed by the Moon operation.

Former Unification Church members interviewed by the Barb lent credence to these concerns. PV "gave us a chance to mix with the elderly people so we could get to know them and then get them to join the church," charges one former Moonie close to the operation. "These people (the elderly) have no personal value" to the Church, explains another former PV member, "but they could leave their money."

Current PV leader and Unification Church member Russell Allen denies that his group is out to coax the elderly into Moon's religious legions. "There's absolutely no effort to do it," Allen maintains in brushing off the charges of former PV members. "But anyone who

## Moon's Growing Influence In The Bay Area



"Do you like to make green bills happy... So many green bills are crying... They are all destined to go to Father (Moon). This is our responsibility. Eventually unless everything goes thru Father it can't be happy."

—Unification Church training manual

The Moonie-linked food program for the elderly is just the most recent element in a rapidly expanding U.S. network of Moonie businesses and front organizations. The Unification Church and its profitable subsidiaries run a total of more than 30 different Moonie fronts in the Bay Area, all connected by interlocking boards of directors and partnerships.

New Education Development Systems (NEDS) is the key Moonie front in the Bay Area. NEDS' president is Martin Irwin Durst, a Lancy College instructor who prefers to go by the name "Mose." Durst's wife Ona, is the head of Moon's Unification Church in the Bay Area. Former Moonies claim Mose Durst is behind most of the church's local fronts and businesses.

Other corporate officers of NEDS are Yeon Soo Im (alias Onni Durst), 6502 Dana St., Oakland; Gail Sue Gerson, 1950 Franklin Street, Oakland; David Russell Miller, 4000 Broadway, Oakland; James Morrison, 6424 Regent St., Oakland; Patricia Lawrence Paviour, 912 Kingston, Piedmont; Sheri Jean Sager, 15001 Foothill, San Leandro.

Other important Moonie businesses and fronts identified by the Barb from Alameda County records, published reports and other sources include:

Alladin's Coffees and Catering Service, 6050 College Avenue, Oakland, A

Moonie: Jeremiah Schnee.

Cleaner Carpets by Abbey, 2127 Bonar St., Berkeley. A janitorial service. Jeremiah Schnee, Michael Sommer.

Ideal Garage, 2127 Bonar St., Berkeley. An auto repair service. Alan Richard Seher, Richard Maurice Fairbrother, Peter Warner.

The Rose Shop, 1950 Franklin Street (the Leamington Hotel Building — also listed as Moonie Sue Gerson's address on NEDS corporate documents), Oakland. A flower shop. Jeremiah Schnee, Alexander Achmat, Alan R. Seher.

Students for an Ethical Society, 2717 Hearst St., Berkeley. A NEDS subsidiary which serves as a recruiting service for the Unification Church on the UC Berkeley campus. Gail Sue Gerson.

Center for Ethical Management and Planning, Inc. 2840 College Ave., Berkeley. Another NEDS subsidiary which sponsors conferences and seminars featuring public figures as participants. Martin Irwin Durst, Jeremiah Schnee.

Creative Community Project, 2717 Hearst Avenue, Berkeley. This outfit runs the "International Ideal City," a "programming" camp located in Boonville, California. Martin Irwin Durst.

International Exchange Maintenance, 280 81st Avenue, Oakland. A janitorial service and auto repair shop which grew out of the Bonar Street operation in Berkeley. This site also serves as the Moonies warehouse for "donated" goods (see Barb, Jan. 13). International Exchange Maintenance created a stir when local media revealed it was cleaning local FBI offices under federal contract.

Judaism in Service to the World, a floating NEDS subsidiary. Sponsors cultural programs targeted toward Jews. Jeremiah Schnee — Bill Wallace

1. Reply papers filed by TOS in answer to our complaint filed in our lawsuit against him: 3 copies attached. Answer to Complaint; Memorandum of Points and Authorities; Declaration of TOS; Declaration of Steven Katsaris; Declaration of James Cobb; Declaration of Wade and Mabel Medlock; Exhibits including TOS resume sheet, Mendocino Co. Board of Directors Resolution of Commendation to TOS, Katsaris letter to lie detector agency; complete copy of Katsaris v. P.T. lawsuit with exhibits.

These were brought to court by Pat Hallinan on the day of the hearing on our order to show cause: Charles was in Marin County still in his murder trial so he had James Pesonen of his office appear in his place for this hearing. Leona, Tim Clancy and myself arrived at the courtroom about 9:25 am; the judge called the calendar and Pesonen walked forward to present the case when our case came up. TOS and the Mertles were out in the hall and did not come into the courtroom. Neither did Hallinan. Pesonen talked with the judge and the judge granted the injunction against Stoen, but there was a temporary technical delay because in completing the summons which showed that Stoen had been personally served, I neglected to add that he had been served with the order to show cause. He had been served with it but the court had to have proof of that, and Pesonen explained to the judge that he would have the process server (Tom Adams) provide that proof, which would have been some declaration of some sort. The judge was satisfied, and said he would grant the injunction after shown proof that Stoen had been served with the order to show cause. Pesonen left the courtroom; Leona, Tim and myself hurried after him to catch up and find out what we had to do to connect Tom with Pesonen. We caught up with him around the corner and down a long hall, and stood talking with him there. We had our backs turned and as we were talking, someone walked up to me and said, these are for you June, and plunked down in my hand summons and complaints in the Medlock and Cobb suits. I turned around and saw a woman in a wig walking away; Leona later told me it was Deanna Mertle. So we rushed over to Garry's office, primarily to get out of there in case they would want to serve anyone else. While we were at Garry's office, waiting for Pesonen, the court called again and it turned out that after Pesonen and ourselves had left the courtroom, Hallinan came in discovering what happened. He explained to the judge that he had been expecting Charles Garry and didn't realize that Pesonen was appearing for us. He submitted Stoen's papers in reply to our complaint and of course the judge revoked his prior judgment against Stoen, continued the whole thing until September 7.

The next day we talked with Charles about the lawsuit. He wants: (1) GENE CHAIKIN to go carefully through the whole thing and submit his analysis immediately to Charles. (Charles demanded that everyone there who would ordinarily analyze the attached papers come to Georgetown and do it so he would get it back faster. We made our usual protests, but realized that he just doesn't understand how things work with us, so we went on about our business, knowing full well we would just send these on with the reports...)

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1, continued

He wants (2) Maria to come back for a week at the most to be in a deposition. A deposition would involve both Charles and counsel for Stoen, and they would ask her questions, much like a cross-examination at a trial. Also, since Stoen is attorney of record for Katsaris, I'm not sure which attorney would be asking her questions for the other side, Hallinan or Stoen. The deposition cannot be held in Guyana; because it has to be done where attorneys for both sides can be present, otherwise it is not admissible in court. He said "I need that, is it possible to get it here in my office?" He would not need her in the next 2 or 3 weeks, but soon. He would not need her to stay for the duration, but he would want her to come for the deposition. (3) he wants us to go through the papers on this side and factually analyze which is true and which is not true; i.e., when Stoen says that JJ would testify such and such, etc. He wanted to know if what Stoen says in the Answer (see page 6) about Carol Stahl was true - if she went because her daughter was really sick or if she went because we wanted her out of her; in other words, did we really try to dupe him? We said no, it was not true what Stoen said, that she really went there for her daughter. He said, if it isn't I want to know, you can tell me, but I just want to know it straight. The feeling is here, though, that if we really let him have it straight, he would take it emotionally, and it would lead further to the existing credibility breakdown that he feels with us on this side. (4) As far as needing affidavits etc., he says he doesn't know what he wants yet. Hallinan's memorandum of points and authorities (page 5) talks about lack of specifics or affidavits, but Charles said he isn't ready yet, doesn't know what he wants in the way of affidavits, he would only repeat over and over that he wants Maria to return for a week for a deposition. We re-emphasized that we would like for him to travel to Guyana himself and get the straight story. We want him to do this because everytime now that we go in there, he listens less and less to strategy from us. He resents being told what to do, and told us so yesterday. He more or less resigns himself to it, but with that comes an attitude of aloofness - if we get in trouble, he can always get himself out of it, etc. Sometimes he gets really interested and involved, but as our stories change from day to day, he pulls back. Leona thinks and I would tend to agree that if he goes, one of us should go with him, because when he comes back, there would be no way for us on this end to know what he was told there. He could always continue blowharding himself through and we wouldn't know what he had been told to do by people over there. This should be seriously considered and soon, because even phone patches don't do the trick. When JJ talked to him over the phone patch and we were in the office, he was reading his mail and talking to Pat over the phone patch. Leona told Pat to be quiet, but Pat continued to divert Charles' attention from Jim's words. Also the radio gets heavy qrm in the middle of a phone patch and Charles just turns his ears off. We are all very much aware over here (Leona, McElvane, Jean, Clancy and myself) that Pat plays a major part in diverting him from concentrating on our case; when she's around, he treats us with much less respect, as if he constantly has to put on a show for her and put us down. We end up inevitably in

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arguments or a stand-off, particularly about Dewitt. It is understood that he and we do not agree about handling Dewitt, but when Pat is there, he becomes extremely emotional about the matter; when she's not, ~~xxx~~ he's more likely to resign himself to our decision.

After he read the TOS lawsuit answer, he said it is clumsily done and he thinks that TOS did it and Hallinan just put his name on top. It is not Hallinan's style or quality. Personally, we are not impressed with Charles' style either, because if Hallinan had submitted his Answer a week or so before the hearing rather than at the last minute at the hearing, Pesonen would have had to argue the matter in court. Even if Pesonen had been able to continue it on the theory that Charles would be best equipped to take the hearing on, the papers that Charles has submitted up to now do not support anything; they are just the complaint and the order to show cause and memorandum in support of order to show cause, and Carol Stahl's declaration, no more affidavits, no more written evidence. Also, in regards to the 3 lawsuits, we have no written specific evidence that shows us that TOS actually was involved in the legal advice i.e. telling Katsaris to go to Guyana to avoid conservatorship/doing Medlock property transfer/being involved with Cobb. We have telephoned statements about the Katsaris advice, but no court affidavits. We have nothing in our papers over here that shows TOS had any part in the Medlock property transaction. We would need an affidavit submitted in court because there are no escrow papers or notes or real estate committee notes, nothing what we can find after having gone through everything here that we have to look through, that shows that in writing TOS was involved with that property transfer. Since we have the burden of proof, we are going to have to produce something along the way. As far as Cobb - the only thing I have found so far is the attached brief note, which at the top is written COBB in Buford's handwriting. I showed this to Garry - he wants an explanation from Buford about when this was and what part TOS had in it. Right away. But what else is there, in writing? Of course, the next conclusion is that we don't intend to pursue any of these, and that may be the case,

We have of course not told Charles any of this; and we have not and will not talk about not pursuing the thing, but ~~xxxx~~ if there are going to be any supporting declarations or affidavits, they better be produced from over there soon. That's another reason we'd like for him to go over there, as soon as possible.

Re the allegation that radio instructions were that Carol was to go over, Charles wants to know how or where TOS would have gotten such information if it is not true, as we say it is not true. "I am going to have to find out where he got that information." Especially since it's obvious now that they're intercepting our radio communications.

Re Hallinan representing Stoen - this disturbs Charles, since he has some respect for Hallinan, and he wants to know how would Stoen convince Hallinan to represent, when the Hallinans were our friends.

note: we do have the lie detector tests, which are good, but not enough.

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2. Today Leona and I brought Walter Duncan into Charles office for an interview and Walter told how TOS came over to his car when he was parked at a bus stop in SF. TOS told him not to go to Guyana because his passport would be confiscated and he'd never get back; ~~that~~ and the usual stuff - up to now Walter had told Leona he would think about it when she asked him to put it down in writing. But it turned out that Walter has been a friend of Jim Herndon, Charles' partner, for 30 years, and that Walter knew Charles. So Charles went readily in to see Charles, and Charles put on the sell job about the project that he always does, and very carefully explained about TOS. At the end, Walter agreed without hesitation to sign an affidavit, and a copy of it is attached to this report. Charles had it drawn up as part of the court action and he intends to file it. Therefore, he does not want any of it published. He stressed that over and over to me after Walter left - he does not want us to send it out to anyone - he did not want us to put it over the radio. In other words, he doesn't want to educate the other side before he gets it in the court record.
3. Re the Medlock situation - possibility of indictment of Bedford: The trouble with Charles in this case is that he reacts from a defense position - he doesn't realize the significance of an indictment of Bedford. He says that if Bedford does get indicted, Charles will ask Leo Branden to handle the case. Branden is an LA attorney who Charles picked to represent Angela after Howard Moore was bungling it. He wants Branden because Branden is black, has the black community in his pocket, and is ~~xxx~~ good lawyer. But he doesn't understand that we want to head off any indictment whatsoever. He does agree that Bedford should not go to the meeting between Finklestein and the other 2. But there is some hint that Charles may not intend to meet with Finklestein at all. We were meeting with Marshal Bentzman about other matters this week and he let slip that Charles was not going to meet with Finkelstein, then backtracked and said maybe he wasn't supposed to tell us that. But when we ask Charles about it, he just says he's still in his murder trial, he has no intention of calling Finkelstein til he gets out of his murder trial, and that's that. I asked if it was possible that they could issue indictment before this meeting is arranged; and Charles said yes. We are in a double bind, because if Bedford should move out of LA for safekeeping, that leaves Vee and Florida to deal with the rest of LA, and they have told Leona that they would have to go with him because it would be impossible for them to deal with it. Also, Charles definitely does not want Bedford to take a vacation; he realizes we are considering it and considered it himself for a time, but ended up wanting Bedford to stay despite the danger of indictment because he is ~~an~~ needed for the lawsuit against TOS.

B5b(1d)

4. Re the Dotson's - attached is copy of ~~xxxx~~ write-up by Pat when she was called by the LA DA re the Medlocks and the Dotsons. It is mainly on the Medlocks. and I think ~~Martha~~ Martha has already sent you a copy of this. kWhat I remember about the Dotsons is this: In 1976 sometime, maybe 1977, but I think 1976, in Los Angeles, Rheavina and LA counselors put Mr. Dotson in a resthome, far away off, someplace difficult to get to, like Pasadena. He was very sick. Mrs. Dotson lived in SF communally. She was very upset because it was not easy for her to get to him to visit. Eventually after a lot of discussion, Mr. Dotson was removed from the resh home and brought upnorth to Mrs. Dotson. This was over a long period of time. He would come to service with her and sit in the front row, with a walker. As far as property is concerned, in 1977 she turned in papers on property she has in Texas, a lot. Have no idea of what its value is, but since it was out of state and those cases of out of state property were always next to impossible to sell, nothing happend on it and we still have her papers on the property in a file.

B5b(1e)

— Re Cobb —

I still think it advisable to proceed. Person who does it should be unknown to subject and should try to disguise voice and speak to the point.

Annie Moore probably good.

I don't think that the authorities will go to all the trouble to make a voice print since nothing illegal involved.

It's rare that such a "natural" opportunity will present itself.

Jim

85b (1A)  
alt ~~85b~~

1 CHARLES R. GARRY, ESQ.  
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3 HERNDON & PESONEN, INC.  
4 1256 MARKET STREET AT CIVIC CENTER  
5 SAN FRANCISCO, CALIFORNIA 94102  
6 TEL: 864-3131

7 Attorney for Plaintiffs

8 SUPERIOR COURT OF CALIFORNIA  
9 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

10  
11 PEOPLES TEMPLE OF THE DISCIPLES  
12 OF CHRIST, a nonprofit  
corporation, et al.

13 vs. Plaintiffs,

14 TIMOTHY OLIVER STOEN,

15 Defendant.  
16

NO. 740531

DECLARATION OF  
WALTER DUNCAN, JR.

17  
18 Walter Duncan Jr. declares as follows:

19 That I have known Timothy Oliver Stoen, known to me as  
20 Tim Stoen, for approximately nine years. I am not a member of  
21 the Peoples Temple.

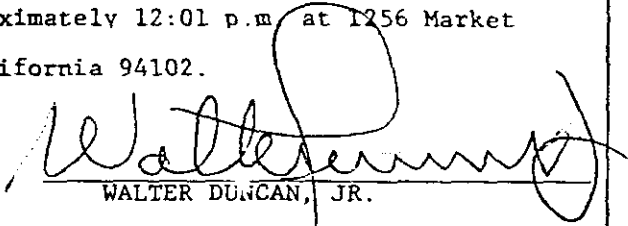
22 On or about July 27, 1978, on Thursday, at 3 p.m., I saw  
23 Tim Stoen waiting for a bus at Fourth Street and Bryant while  
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1 "I understand that you are going to visit Jonestown,  
2 Guyana, along with your wife, to visit your daughter there."  
3 I said "yes, we are." He then said, "don't do it, because  
4 they will take your passport away from you and you will not  
5 be able to return." Then he went on to say that "Jim is now  
6 a changed man, he's really mean. He's not what he used to be.  
7 I wouldn't be surprised if he has had anybody killed there  
8 or had somebody killed."

9 He then said "if Jim Jones was smart, then he would return  
10 John Stoen to me and then I would get off of his back."

11 I declare under penalty of perjury the foregoing is  
12 true and correct. I made this declaration freely and  
13 voluntarily to attorney Charles R. Garry on Sunday, August  
14 6, 1978, at the hour approximately 12:01 p.m. at 1256 Market  
15 Street, San Francisco, California 94102.

16  
17   
18 WALTER DUNCAN, JR.  
19  
20  
21  
22  
23  
24  
25  
26

Phone call - Mr. Ramirez, DA's office  
213-974-3667  
July 24, 1978, 11:00 AM

I spoke with Ramirez who indicated he wanted to talk with Mr. & Mrs. Leonard Datson, Verlina Hollins, Florida Johnson, concerning the possible crime committed by James MacElvane and James Jones - the crime being extortion. He said he couldn't wait until you were through with your murder case in Marin and ... couldn't you get a day or two recess so he could conduct his investigation in your presence. He said he would attempt to interview these people even though I had asked him not to and said those were your wishes. He said a Crime had been committed - when I pointed out to him there was only a possibility of a crime - he said he stood corrected. He said he has been receiving letters for a month from members of PT threatening him. I told him it couldn't have been us since we didn't even know he existed until Friday. He refused to tell me the content of the letters or the name of those who had written - and said "I know they are members". I asked him how he knew and he said he wasn't under any obligation to reveal his investigation to me. He asked for the name of the case in Marin and for the name of the judge we were before. I told him if he could stop the trial he sure had a lot of power. He went into the whole crime thing again and I said I thought it was silly to think of asking clients to give information concerning other clients. He kept referring to the Temple as a business and not a church - the business being run by Mac and Jones. I kept saying you represented the church on some occasions and some individuals within the church on others. I told him he was really interfering in a Civil litigation pending in the LA courts and he said he wasn't. I told him there was a counter suit filed against Stoen the Medlocks attorney and he said it was of no concern of his - I was just confusing the issues of a commission of a crime. He indicated he would go ahead and I finally got him to promise to call you tonight at 6PM. He said he would do so before he went ahead. He suggested that you call the office and talk to just anyone on duty. I said does that mean the entire staff is aware of this case and he said "okay, I will call him."

Clients notified not to speak to anyone through Jean Brown.

JOHN K. VAN DE KAMP  
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CRIMINAL COURTS BLDG.  
810 W. TEMPLE STREET  
LOS ANGELES, CALIF 90012  
TEL 874-3667

OFFICE OF THE DISTRICT ATTORNEY  
BUREAU OF INVESTIGATION  
COUNTY OF LOS ANGELES

INVESTIGATOR

*S. J. Ramirez*  
MAJOR FRAUDS

*Laura*

85b(1i)

1. Reply papers filed by TOS in answer to our complaint filed in our lawsuit against him: 3 copies attached. Answer to Complaint; Memorandum of Points and Authorities; Declaration of TOS; Declaration of Steven Katsaris; Declaration of James Cobb; Declaration of Wade and Mabel Medlock; Exhibits including TOS resume sheet, Mendocino Co. Board of Directors Resolution of Commendation to TOS, Katsaris letter to lie detector agency; complete copy of Katsaris v. P.T. lawsuit with exhibits.

These were brought to court by Pat Hallinan on the day of the hearing on our order to show cause. Charles was in Marin County still in his murder trial so he had James Pesonen of his office appear in his place for this hearing. Leona, Tim Clancy and myself arrived at the courtroom about 9:25 am; the judge called the calendar and Pesonen walked forward to present the case when our case came up. TOS and the Mertles were out in the hall and did not come into the courtroom. Neither did Hallinan. Pesonen talked with the judge and the judge granted the injunction against Stoen, but there was a temporary technical delay because in completing the summons which showed that Stoen had been personally served, I neglected to add that he had been served with the order to show cause. He had been served with it but the court had to have proof of that, and Pesonen explained to the judge that he would have the process server (Tom Adams) provide that proof, which would have been some declaration of some sort. The judge was satisfied, and said he would grant the injunction after shown proof that Stoen had been served with the order to show cause. Pesonen left the courtroom; Leona, Tim and myself hurried after him to catch up and find out what we had to do to connect Tom with Pesonen. We caught up with him around the corner and down a long hall, and stood talking with him there. We had our backs turned and as we were talking, someone walked up to me and said, these are for you June, and plunked down in my hand summons and complaints in the Medlock and Cobb suits. I turned around and saw a woman in a wig walking away; Leona later told me it was Deanna Mertle. So we rushed over to Garry's office, primarily to get out of there in case they would want to serve anyone else. While we were at Garry's office, waiting for Pesonen, the court called again and it turned out that after Pesonen and ourselves had left the courtroom, Hallinan came in discovering what happened. He explained to the judge that he had been expecting Charles Garry and didn't realize that Pesonen was appearing for us. He submitted Stoen's papers in reply to our complaint and of course the judge revoked his prior judgment against Stoen, continued the whole thing until September 7.

The next day we talked with Charles about the lawsuit. He wants: (1) GENE CHAIKIN to go carefully through the whole thing and submit his analysis immediately to Charles. (Charles demanded that everyone there who would ordinarily analyze the attached papers come to Georgetown and do it so he would get it back faster. We made our usual protests, but realized that he just doesn't understand how things work with us, so we went on about our business, knowing full well we would just send these on with the reports...)

B5b(2a)

1, continued

He wants (2) Maria to come back for a week at the most to be in a deposition. A deposition would involve both Charles and counsel for Stoen, and they would ask her questions, much like a cross-examination at a trial. Also, since Stoen is attorney of record for Katsaris, I'm not sure which attorney would be asking her questions for the other side, Hallinan or Stoen. The deposition cannot be held in Guyana; because it has to be done where attorneys for both sides can be present, otherwise it is not admissible in court. He said "I need that, is it possible to get it here in my office?" He would not need her in the next 2 or 3 weeks, but soon. He would not need her to stay for the duration, but he would want her to come for the deposition. (3) he wants us to go through the papers on this side and factually analyze which is true and which is not true; i.e., when Stoen says that JJ would testify such and such, etc. He wanted to know if what Stoen says in the Answer (see page 6) about Carol Stahl was true - if she went because her daughter was really sick or if she went because we wanted her out of her; in other words, did we really try to dupe him? We said no, it was not true what Stoen said, that she really went there for her daughter. He said, if it isn't I want to know, you can tell me, but I just want to know it straight. The feeling is here, though, that if we really let him have it straight, he would take it emotionally, and it would lead further to the existing credibility breakdown that he feels with us on this side. (4) As far as needing affidavits etc., he says he doesn't know what he wants yet. Hallinan's memorandum of points and authorities (page 5) talks about lack of specifics or affidavits, but Charles said he isn't ready yet, doesn't know what he wants in the way of affidavits, he would only repeat over and over that he wants Maria to return for a week for a deposition. We re-emphasized that we would like for him to travel to Guyana himself and get the straight story. We want him to do this because everytime now that we go in there, he listens less and less to strategy from us. He resents being told what to do, and told us so yesterday. He more or less resigns himself to it, but with that comes an attitude of aloofness - if we get in trouble, he can always get himself out of it, etc. Sometimes he gets really interested and involved, but as our stories change from day to day, he pulls back. Leona thinks and I would tend to agree that if he goes, one of us should go with him, because when he comes back, there would be no way for us on this end to know what he was told there. He could always continue blowharding himself through and we wouldn't know what he had been told to do by people over there. This should be seriously considered and soon, because even phone patches don't do the trick. When JJ talked to him over the phone patch and we were in the office, he was reading his mail and talking to Pat over the phone patch. Leona told Pat to be quiet, but Pat continued to divert Charles' attention from Jim's words. Also the radio gets heavy qrm in the middle of a phone patch and Charles just turns his ears off. We are all very much aware over here (Leona, McElvane, Jean, Clancy and myself) that Pat plays a major part in diverting him from concentrating on our case; when she's around, he treats us with much less respect, as if he constantly has to put on a show for her and put us down. We end up inevitably in

B5b(2b)

August 8, 1978

from June

page 3

*we need Charles to  
draw here to take  
affidavits*

arguments or a stand-off, particularly about Dewitt. It is understood that he and we do not agree about handling Dewitt, but when Pat is there, he becomes extremely emotional about the matter; when she's not, ~~xxx~~ he's more likely to resign himself to our decision. After he read the TOS lawsuit answer, he said it is clumsily done and he thinks that TOS did it and Hallinan just put his name on top. It is not Hallinan's style or quality. Personally, we are not impressed with Charles' style either, because if Hallinan had submitted his Answer a week or so before the hearing rather than at the last minute at the hearing, Pesonen would have had to argue the matter in court. Even if Pesonen had been able to take the it on the theory that Charles has submitted up to now do not support anything; they are just the complaint and the order to show cause and memorandum in support of order to show cause, and Carol Stahl's declaration, no more affidavits, no more written evidence. Also, in regards to the 3 lawsuits, we have no written specific evidence that shows us that TOS actually was involved in the legal advice i.e. telling Katsaris to go to Guyana to avoid conservatorship/doing Medlock property transfer/ the Katsaris advice, but no court affidavits. We have nothing in our papers over here that shows TOS had any part in the Medlock property transaction. We would need an affidavit submitted in committee notes, nothing that we can find after having gone through everything here that we have to look through, that shows that in writing TOS was involved with that property transfer. Since we have the burden of proof, we are going to have to produce something along the way. As far as Cobb - the only thing I have found so far is the attached brief note, which at the top is written COBB in Buford's handwriting. I showed this to Garry - he wants an explanation from Buford about when this was and what part TOS had in it. Right away. But what else is there, in writing? Of course, the next conclusion is that we don't intend to pursue any of these, and that may be the case.

We have of course not told Charles any of this; and we have not and will not talk about not pursuing the thing, but ~~xxxx~~ if there are going to be any supporting declarations or affidavits, they better be produced from over there soon. That's another reason we'd like for him to go over there, as soon as possible.

Re the allegation that radio instructions were that Carol was to go over, Charles wants to know how or where TOS would have gotten such information if it is not true, as we say it is not true. "I am going to have to find out where he got that information." Especially since it's obvious now that they're intercepting our radio communications.

Re Hallinan representing Stoen - this disturbs Charles, since he has some respect for Hallinan, and he wants to know how would Stoen convince Hallinan to represent, when the Hallinans were our friends.

*Note: we do have the lie detector tests, which are good, but not enough.*

B5b(2c)

August 8, 1978

from June

page 4

2. Today Leona and I brought Walter Duncan into Charles office for an interview and Walter told how TOS came over to his car when he was parked at a bus stop in SF. TOS told him not to go to Guyana because his passport would be confiscated and he'd never get back; ~~that~~ and the usual stuff - up to now Walter had told Leona he would think about it when she asked him to put it down in writing. But it turned out that Walter has been a friend of Jim Herndon, Charles' partner, for 30 years, and that Walter knew Charles. So Charles went readily in to see Charles, and very carefully sell job about the project that he always does, and without hesitation explained about TOS. At the end, Walter agreed to this report. ~~th~~ sign an affidavit, and a copy of it is attached to this report. Charles had it drawn up as part of the court action and he intends to file it. Therefore, he does not want any of it published. He stressed that over and over to me after Walter left - he does not want us to send it out to anyone - he did not want to put it over the radio. In other words, he doesn't want to educate the other side before he gets it in the court record.
3. Re the Medlock situation - possibility of indictment of Bedford: The trouble with Charles in this case is that he reacts from a defense position - he doesn't realize the significance of an indictment of Bedford. He says that if Bedford does get indicted, Charles will ask Leo Branden to handle the case. Branden is an LA attorney who Charles picked to represent Angela after Howard Moore was bungling it. He wants Branden because Branden is black, has the black community in his pocket, and is ~~xxx~~ good lawyer. But he doesn't understand that we want to head off any indictment whatsoever. He does agree that we want to meet with Branden meeting between Finklestein and Bedford should not go to the hint that Charles may not intend to meet with Finklestein at all. We were meeting with Marshal Bentzman about other matters this week and he let slip that Charles was not going to meet with Finklestein, then backtracked and said maybe he wasn't supposed to tell us that. But when we ask Charles about it, he just says he's still in his murder trial, and that's that. I asked if it was possible that they could issue indictment before this meeting is arranged; and Charles said yes. We are in a double bind, because if Bedford should move out of LA for safekeeping, that leaves Vee and Florida to deal with the rest of LA, and they have told Leona that they would have to go with him because it would be impossible for them to deal with it. Also, Charles definitely does not want Bedford to take a vacation; he realizes we are considering it and considered it himself for a time, but ended up wanting Bedford to stay despite the danger of indictment because ~~he~~ he is ~~xxx~~ needed for the lawsuit against TOS.

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B5b(2A)

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13 vs. Plaintiffs,

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15 Defendant.  
16

NO. 740531

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20 Tim Stoen, for approximately nine years. I am not a member of  
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July 24, 1978, 11:00 AM

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DISTRICT ATTORNEY

CRIMINAL COURTS BLDG.  
210 W. TEMPLE STREET  
LOS ANGELES, CALIF. 90012  
TEL. 974-3667

OFFICE OF THE DISTRICT ATTORNEY  
BUREAU OF INVESTIGATION  
COUNTY OF LOS ANGELES

S. J. Ramirez  
MAJOR FRAUDS

Laura

B5b(2i)

Folloowing are recaps on people who have said they're ready to go within next 2 months, but who have legal problems. Some of these can be resolved and don't affect their traveling. This is not complete, there will be more as we reach them. The list comes to about 30.

1. Melissa Jackson - In March 1978 she got a 6 month temporary restraining order against Ronald Jackson preventing him from visiting the children, because he had violated his visitation order and arrived unannounced on a weekend when he wasnt scheduled to see the children. The court granted her the order. Her six months are up at the end of August 1978. Ronald Jackson has not tried to reach her or see the kids, that she knows of. She has relatives in Oklahoma, an aunt, of whom Ronald Jakkson knows but he does not know where she lives. Melissa could travel to visit her aunt and stay there for awhile before traveling any farther. She is on afdc - if she doesn't mail in the notice she gets every month from afdc, she will just be automatically cut off - so if she were to travel and not send in the notice, she would just be removed from the afdc roll. She is interested in making the trip. Ludella and the 2 children would go with her. They have no money other than the welfare check and Luedella's social security.
2. Bernice White - she takes care of her 2 grandchildren, Lugenia Germany, aged 8, and Aresha Morras, age 1 year 4 months. The mom is Carolyn Ratliff, who used to attend but has not been for at least a year. Both fathers of the children were never married to Carolyn. Lugenia's dad has since married someone else. Aresha's dad is a heroin addict. Both dads visit from time to time. Aresha's dad once stole her for 12 hours, the police were called and they told him never to take the child again. Lugenia's mom got her her passport; Aresha doesnt have passport yet. Ted Holiday has been seeing Carolyn Ratliff about twice a week and Bernice says this is having a favorable influence in encouraging Carolyn's attitude toward the church and toward having the 2 children travel overseas with Bernice. Carolyn does not have a passport herself. Bernice sings in the choir, comes to every service, has a positive attitude.
3. Lessie Alexander - had a bus accident in April 1977, has a lawyer handling it, she filed a claim against the insurance company; waiting for case to be settled. I told her that this wouldnt' necessarily keep her from going over because several other people who had been in same situation went and when thir settlements came through, we just sent their papers over. She is enthusiastic about going, at one time was all packed, and could get ready again. I dont think this should hold her back.
4. Ruby Lee Neal - her grandson, Andy Neal, age 13, stays with her. The mom, Delores Scott, is not in the church - was going to sign permission for him to go but now since the newspapers have come out with all the lies, she's hesitating. The child's dad, who is Ruby's son, is unmarried to Delores Scott, doesnt care one way or the other. Ruby is Cordell Neal's mom, who is already over there,

B5b(3a)

5. Mary Donnell - husband in Los Angeles, an electrician, has legal visitation rights; they are divorced. We have copy of her divorce order. She visited him this summer to get his permission to take the children with her; he refused to sign anything and instead wanted her to sign papers for him to keep the children and she travel alone to Guyana. He pays child support to the court; she's on afdc. The children are Esque Lee Donnell III, age 7, and Debra Lynn Donnell, age 10. Mary has relatives in Ohio. When she visited him she told him she was going to take the kids to visit her relatives in Ohio. He told her to call him when she went, but he made no fuss about them going to Ohio. She said he knows that once she got there, the relatives would try to make her stay, meaning that chances are he wouldn't see her or the kids again. But he still didn't object, his main objection ~~was~~ was to the children being taken out of the USA. I would think that if she were to visit her relatives and then decide to go further on, she should not mention to the relatives her destination because they would just pass it on to him. All the children have passports.
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7. Carolyn Walls - she was shopping in Oakland shopping center, in a store which was situated among many which opened out onto a mall and she picked up a necklace chain and put it in her pocket, walked out of the store after having walked around for some time. She says she forgot all about the chain and had every intention of paying for it. She was being watched and was stopped when she left the store to go into another store; they took her back in and would not let her pay for the chain. She is charged with petty theft and has to report for court hearing this week. Monday we are having Maxine Betts go into the public defender's office with Carolyn and explain that Carolyn is diabetic and can't serve time in jail; that she's on disability and has arthritis; that she shops there in that same store a lot, in fact had several items on layaway and explain that this was just a misunderstanding, she had forgotten about the chain; and that she is respected in the community, no prior record, etc. Before she came to us, she went to a private detective in Oakland, a guy who had been involved in a lawsuit with her in 1959 who had been hired by her attorney then, and asked him to help her. He said he would get her off, but the next day he demanded that she pay him \$150 or she would serve time in Santa Rita. That's when she came to us.....Today is Monday - Maxine went in with her to see p.d.; it went well, the p.d. doesn't think she would be found guilty, or at worst he could get her on a six month's work furlough type program with no jail time. Will know more later this week.

BSb(3b)

8. Eric Upshaw and Maureen Odell - 2 months ago they were traveling to Santa Barbara with Eric's mom Ann Peterson, in Betty McCann's car. Maureen was driving. They pulled over to the side of the road after their car hit an object (I'm not sure what) that was in the middle of the road. Another party drove up also. When both cars started back into the flow of traffic, they were sideswiped by another car. Eric's leg was caught between the door and the car and got hurt, though it doesn't appear too bad because he was walking shortly afterwards. Maureen's back got fractured and she's had severe headaches and back pain ever since; her doctor put her on disability this week and told her to stay off work for 2 weeks. She's wearing a neck brace. Ann immediately went to a doctor and got x-rays taken. I referred Eric to Clarence Wilridge, attorney, and also Maureen. If there is a settlement to be obtained, they and Ann will all share it. Eric and Maureen both are still under doctors' care.
9. Jean Alexander Gibson - mother of Mark Gibson. Last month Mark was picked up with some other young guys by the cops and charged with petty theft, breaking and entering a house. Mark said he didn't do anything but at the last minute admitted to Guy Young that he had been present when the thing happened, but it was the other guys that did it, not him. Guy advised him to plead guilty and try to bargain it down. Mark's had no prior offenses, so it didn't seem that he would get any heavy sentence. When the police originally called Jean and told her they were holding her son, she told them it must be some mistake, her son was a member of PT and did nothing wrong... On July 25 Mark had his juvenile court hearing, and he was put on probation. The order says that he is made a ward of the Juvenile Court, that he is to reside in the home of his mother under special orders of probation, that he is to have a juvenile court progress report 12/22/78 in court, and 7/20/79 he is to have a wardship review by the court. Since Mark is now a ward of the court, and seems to be for at least another year, this makes it much more difficult for Jean to travel. She is also the mother of Lisa Gibson, age 15. k  
Jean talked to me today about trying to get official custody of her children back from her husband, who is in Louisiana and who in the divorce was apparently granted legal custody of the children. I told her to wait, that lots of times moving ahead like that just stirs up muddy waters and where the dad might not have had any interest or cared to hear from any of the children, if she should go to an attorney and try to get official custody, the dad might suddenly change his mind and demand the children to be with him. She will get a copy of the divorce order from the court for our records. It would seem to me that now that Mark is on probation, either ~~he~~ he gets permission from the court to be on probation in Guyana and the whole family goes there; or we wait for his probation to be up in a year. I would recommend the latter; if she should take him on probation to Guyana and get court permission here to have him serve probation in Guyana, obviously the whole family is traceable to Guyana by the dad, should he try to contact any of them here. He does keep in contact with Lisa, apparently.

B5b(3c)

10. Ethel (Pumpkin) Winters - she had been taking care of her sister's baby, Renee, for the last year+. Her sister told her this week that she would not let Pumpkin take the child to Guyana, since the sister believes what she's reading in the papers. Pumpkin is disturbed about it but has declared twice to Phyllis, that she wants to go with her own baby and that's that. She was trying to adopt the sister's baby and had seen an attorney about it, but realizes that it is not possible right now and seems to have made her mind up. What she tells us and what she tells her companion Steve McIntohs seems to be 2 different stories, because he came to Phyllis and told her that Pumpkin was going to try to get Renee back and still try for adoption. But after Phyllis talked to Pumpkin once again, last night, Pumpkin still insisted that she wanted to go over and not try to get Renee back. I would suggest Pumpkin and her baby go over as soon as possible.
11. Marie Mills - Marie obviously won't be going soon, but here are the facts because they have changed somewhat. She has the following children with her, all with different situations: Robert Mills, age 14, and Carol Mills, age 12, her grandchildren. Marie's son is the father of the children. He lives in Kansas City, Mo. He is divorced from the mother, who lives in Arizona with their stepfather. The natural father has visitation rights but does not exercise them. Marie has had Carol since the child was 5 years old; before that, Carol was with her dad from the age of 2. Marie has had Robert since he was 7. Early this year the stepfather and mother came to visit, and in dropping Robert and Carol off at the back gate of the church for Marie, observed our security, and didn't like it. They wrote Marie a letter later, saying they wanted their children back and they didn't like PT. The children haven't gone back and refuse to do so. Out of all the children that Marie has with her, this is the most difficult case, and at least the children are not wards of the court, they are related to Marie, and she has had them for years, so she is thinking of sometime filing for freedom from custody and control for them. Mary Fonseca, age 14 - She is foster child, niece of Marie's husband. Marie and her husband are presently adopting her, have filed adoption petition, had one home visit, one more to go. Mother and father of child both agree to adoption, no opposition. Lee Ann Thompson - Marie is her legal guardian; Kay Rosas her natural mother. Ronald Wilburn, age 9 - Foster child. Marie talked to social worker about adoption. Court review last in June 1978, one more year in court. Will be adopted eventually, but not to be started til Keith Edwards adoption is finished. Keith Edwards, age 8 - foster child, already in adoption proceedings. Welfare dept approved adoption, court appearance already done, accepted as adoptive parents. Goes back to court formalizing adopting order. Probably in December. Kevin Richardson, age 8, and Ronald brother of Ronald Wilburn. When Keith is adopted, then the welfare adoption agency will start Kevin and Ronald's adoption. All of these are underway - the main thing with Marie is time. Also, her husband does not come to church; he used to irregularly. He is not hostile, and he has his passport. He is also an alcoholic. He and Marie are both the adopting parents. She wanted me to add this in the report since when time comes for them to go once they have all the children as theirs, she would want for him to go too. But that is a long way down the road.

B5b(3d)

12. Jessimere Harris and children - This is another one that will take time. Jessimere is the mother of O'Neal Ramey, age 16. Jessimere is the legal guardian of Willie Dandy, age 16. Willie is on probation through San Bernardino court for misdemeanor as well as a felony for 2 years. William Sweeney, age 13, is Jessimere's grandson, has been with her since 1971. His mom signed power of attorney for Jessimere to take him to Guyana. His mom lives in San Bernardino. David Sweeney, Jessimere's grandson, age 14, has been with her since 1971. He is on 2 year probation for same offense as Willie Dandy out of San Bernardino court. Tyrone Sweeney, age 11, is Jessimere's grandson, has been with her since 1971. His mom also signed power of attorney for him to go with Jessimere. Michael Miles is 18 years old, in jail in San Bernardino for 6 more months. John Miles is 19 years old, in jail for unknown length of time for rape. Paul Miles was made ward of court and court appointed Jessimere to have him. He is on probation for petty theft. He was 17 last month. If and when Jessimere goes over, she would also want to take her 86 year old infirm aunt who does not attend service. Arletha Arnold says that the aunt, named Willie Porter, wants to go and has her passport.

B5b(3e)

Law Office Report #45

August 8, 1978

from June

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Folowing are recaps on people who have said they're ready to go within next 2 months, but who have legal problems. Some of these can be resolved and don't affect their traveling. This is not complete, there will be more as we reach them. The list comes to about 30.

1. Melissa Jackson - In March 1978 she got a 6 month temporary restraining order against Ronald Jackson preventing him from visiting the children, because he had violated his visitation order and arrived unannounced on a weekend when he wasnt scheduled to see the children. The court granted her the order. Her six months are up at the end of August 1978. Ronald Jackson has not tried to reach her or see the kids, that she knows of. She has relatives in Oklahoma, an aunt, of whom Ronald Jackson knows and stay there for awhile before traveling any farther. She is on afdc - if she doesn't mail in the notice she gets every month from afdc, she will just be automatically cut off - so if she were to travel and not send in the notice, she would just be removed from the afdc roll. She is interested in making the trip. Ludella and the 2 children would go with her. They have no money other than the welfare check and Luedella's social security.
2. Bernice White - she takes care of her 2 grandchildren, Lugenia Germany, aged 8, and Aresha Morris, age 1 year 4 months. The mom is Carolyn Ratliff, who used to attend but has not been for at least a year. Both fathers of the children were never married to Carolyn. Lugenia's dad has since married someone else. Aresha's dad is a heroin addict. Both dads visit from time to time. Aresha's dad once stole her for 12 hours, the police were called and they told him never to take the child again. Ted Holiday has been seeing Carolyn Ratliff about twice a week and yet. Lugenia's mom got her her passport; Aresha doesnt have the child. Bernice says this is having a favorable influence in encouraging Carolyn's attitude toward the church and toward having a passport herself. travel overseas with Bernice. Carolyn does not have a passport herself. Bernice sings in the choir, comes to every service, has a positive attitude.
3. Lessie Alexander - had a bus accident in April 1977, has a lawyer handling it, she filed a claim against the insurance company; waiting for case to be settled. I told her that this wouldnt' necessarily keep her from going over because several other people who had been in same situation went and when thir settlements came through, we just sent their papers over. She is enthusiastic about going, at one time was all packed, and could get ready again. I dont think this should hold her back.
4. Ruby Lee Neal - her grandson, Andy Neal, age 13, stays with her. The mom, Delores Scott, is not in the church - was going to sign permission for him to go but now since the newspapers have come out with all hhe lies, she's hesitating. The child's dad, who is Ruby's son, is unmarried to Delores Scott, doesnt care one way or the other. Ruby is Cordell Neal's mom, who is already over there.

B5b (4a)

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from June

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6. Washington Sanders - Washington's nephew's attorney, Henry Gross, who is an old friend of Charles Garry's, volunteered to help terminate the conservatorship of Charles Garry and said he would do the court appearance. I sent him the accounting of the estate which Chaikin and Garrison signed; and the next thing is for Gross to file a petition in court to terminate the conservatorship. Then Sanders can travel on his own, his money will be his own and he will be free from the jurisdiction of the court. Gross didn't seem to think it would be any problem. Andy called the nephew and told him what we were doing and the nephew agreed, and said okay. I have to keep in touch with Gross to see how soon the whole thing will be over with.
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B5b(4c)

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from June

page 4

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B5b(4e)

10

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8. Eric Upshaw and Maureen Odell - 2 months ago they were traveling to Santa Barbara with Eric's mom Ann Peterson, in Betty McCann's car. Maureen was driving. They pulled over to the side of the road after their car hit an object (I'm not sure what) that was in the middle of the road. Another party drove up also. When both cars started back into the flow of traffic, they were sideswiped by another car. Eric's leg was caught between the door and the car and got hurt, though it doesn't appear too bad because he was walking shortly afterwards. Maureen's back got fractured and she's had severe headaches and back pain ever since; her doctor put her on disability this week and told her to stay off work for 2 weeks. She's wearing a neck brace. Ann immediately went to a doctor and got x-rays taken. I referred Eric to Clarence Wilridge, attorney, and also Maureen. If there is a settlement to be obtained, they and Ann will all share it. Eric and Maureen both are still under doctors' care. *Why ~~was~~ are Maureen O'Dell & Eric Upshaw here? Obviously it's not the issue at hand, but I thought I'd ask.*

9. Jean Alexander Gibson - mother of Mark Gibson. Last month Mark was picked up with some other young guys by the cops and charged with petty theft, breaking and entering a house. Mark said he didn't do anything but at the last minute admitted to Guy Young that he had been present when the thing happened, but it was the other guys that did it, not him. Guy advised him to plead guilty and try to bargain it down. Mark's had no prior offenses, so it didn't seem that he would get any heavy sentence. When the police originally called Jean and told her they were holding her son, she told them it must be some mistake, her son was a member of PT and did nothing wrong... On July 25 Mark had his juvenile court hearing, and he was put on probation. The order says that he is made a ward of the Juvenile Court, that he is to reside in the home of his mother under special orders of probation, that he is to have a juvenile court progress report 12/22/78 in court, and 7/20/79 he is to have a wardship review by the court. Since Mark is now a ward of the court, and seems to be for at least another year, this makes it much more difficult for Jean to travel. She is also the mother of Lisa Gibson, age 15. k  
Jean talked to me today about trying to get official custody of her children back from her husband, who is in Louisiana and who in the divorce was apparently granted legal custody of the children. *Field* I told her to wait; that lots of times moving ahead like that just stirs up muddy waters and where the dad might not have had any interest or cared to hear from any of the children, if she should go to an attorney and try to get official custody, the dad might suddenly change his mind and demand the children to be with him. She will get a copy of the divorce order from the court for our records. It would seem to me that now that Mark is on probation, either ~~if~~ he gets permission from the court to be on probation in Guyana and the whole family goes there; or we wait for his probation to be up in a year. *Field* I would recommend the latter; if she should take him on probation to Guyana and get court permission here to have him serve probation in Guyana, obviously the whole family is traceable to Guyana by the dad, should he try to contact any of them here. He does keep in contact with Lisa, apparently.

*Dad is pissed  
Jean is pissed.*

B5b (5c)

10. Ethel (Pumpkin) Winters - she had been taking care of her sister's baby, Renee, for the last year+. Her sister told her this week that she would not let Pumpkin take the child to Guyana, since the sister believes what she's reading in the papers. Pumpkin is disturbed about it but has declared twice to Phyllis, that she wants to go with her own baby and that's that. She was trying to adopt the sister's baby and had seen an attorney about it, but realizes that it is not possible right now and seems to have made her mind up. What she tells us and what she tells her companion Steve McIntosh seems to be 2 different stories, because he came to Phyllis and told her that Pumpkin was going to try to get Renee back and still try for adoption. But after Phyllis talked to Pumpkin once again, last night, Pumpkin still insisted that she wanted to go over and not try to get Renee back. I would suggest Pumpkin and her baby go over as soon as possible.
11. Marie Mills - Marie obviously won't be going soon, but here are the facts because they have changed somewhat. She has the following children with her, all with different situations: Robert Mills, age 14, and Carol Mills, age 12, her grandchildren. Marie's son is the father of the children. He lives in Kansas City, Mo. He is divorced from the mother, who lives in Arizona with their stepfather. The natural father has visitation rights but does not exercise them. Marie has had Carol since the child was 5 years old; before that, Carol was with her dad from the age of 2. Marie has had Robert since he was 7. Early this year the stepfather and mother came to visit, and in dropping Robert and Carol off at the back gate of the church for Marie, observed our security, and didn't like it. They wrote Marie a letter later, saying they wanted their children back and they didn't like PT. The children haven't gone back and refuse to do so. Out of all the children that Marie has with her, this is the most difficult case, and at least the children are not wards of the court, they are related to Marie, and she has had them for years, so she is thinking of sometime filing for freedom from custody and control for them. Mary Fonseca, age 14 - She is foster child, niece of Marie's husband. Marie and her husband are presently adopting her, have filed adoption petition, had one home visit, one more to go. Mother and father of child both agree to adoption, no opposition. Lee Ann Thompson - Marie is her legal guardian; Kay Rosas her natural mother. Ronald Wilburn, age 9 - Foster child. Marie talked to social worker about adoption. Court review last in June 1978, one more year in court. Will be adopted eventually, but not to be started til Keith Edwards adoption is finished. Keith Edwards, age 8 - foster child, already in adoption proceedings. Welfare dept approved adoption, court appearance already done, accepted as adoptive parents. Goes back to court formalizing adopting order. Probably in December. Kevin Richardson, age 8, ~~brother of~~ brother of Ronald Wilburn. When Keith is adopted, then the welfare adoption agency will start Kevin and Ronald's adoption. All of these are underway - the main thing with Marie is time. Also, her husband does not come to church; he used to irregularly. He is not hostile, and he has his passport. He is also an alcoholic. He and Marie are both the adopting parents. She wanted me to add this in the report since when time comes for them to go once they have all the children as theirs, she would want for him to go too. But that is a long way down the road.

B5b (5d)

12. Jessimere Harris and children - This is another one that will take time. Jessimere is the mother of O'Neal Ramey, age 16. Jessimere is the legal guardian of Willie Dandy, age 16. Willie is on probation through San Bernardino court for misdemeanor as well as a felony for 2 years. William Sweeney, age 13, is Jessimere's grandson, has been with her since 1971. His mom signed power of attorney for Jessimere to take him to Guyana. His mom lives in San Bernardino. David Sweeney, Jessimere's grandson, age 14, has been with her since 1971. He is on 2 year probation for same offense as Willie Dandy out of San Bernardino court. Tyrone Sweeney, age 11, is Jessimere's grandson, has been with her since 1971. His mom also signed power of attorney for him to go with Jessimere. Michael Miles is 18 years old, in jail in San Bernardino for 6 more months. John Miles is 19 years old, in jail for unknown length of time for rape. Paul Miles was made ward of court and court appointed Jessimere to have him. He is on probation for petty theft. He was 17 last month. If and when Jessimere goes over, she would also want to take her 86 year old infirm aunt who does not attend service. Arletha Arnold says that the aunt, named Willie Porter, wants to go and has her passport.

B5b(5e)

1. Apostolic Corp. - we had received the notice from Franchise Tax Board asking about 1977 tax return, and Mildred said talk to Bentzman about it. He said: he recommends that the president of the corporation close the bank accounts, withdraw the \$, and dissolve the corporation formally. He said that the 1977 income tax return should be filed. There might be a qualified allowable excuse for the delay in that the records are not here. But he says this should not be neglected - it should be resolved and taken care of soon. He said we should anticipate an IRS inquiry also, like the Franchise Tax Board notice, since no tax returns were filed. There is a double penalty - for not filing, which is the stiffer one; and for not paying tax. In the mail this week from Maria in Georgetown I received back checks we had sent over for endorsement which are refunds from US Treasury and Franchise Tax Board - copies attached - with the note that a letter needs to be written asking that these checks be reissued in the name of the president of the corporation, because it has been dissolved, and include the corporate resolution. That's fine and dandy, but there is no corporate resolution, and if there were one, it would have to be drawn up over there since the corporate officers are over there. As far as considering dissolution, Sarah and Chet studied this for weeks last year. As far as filing the 1977 return, you have all the records over there, so someone over there is going to have to deal with this.
2. Air compressor suit - attached is copy of complaint filed against Peoples Temple by Snyder. Bentzman is having law student research the complaint to see if it's worth our time and investment re fighting back. He thinks \$1000 in legal fees is a long shot and estimates not more than \$500. Snyder's attorney called Charles Garry, who told him that Bentzman would accept service for us and asked that he send Bentzman the papers. Bentzman is holding the complaint and acknowledgment of service, and will not accept service until he is sure that it is worth pursuing. Once he accepts service, that starts the time running; if he finds it is not worth pursuing legally, and he doesn't accept service and we instead ignore it and let Snyder have the compressor, then we don't get stuck with paying Snyder's legal fees. So says Bentzman.
3. Willits fuel tanks - it occurs to me, and I bet you have probably been trying to tell us this - even if Peters tried to sue for the contract \$ - who would he sue? The tanks belong to Danny Kutulas. The payments stopped on the rental when Danny went overseas. There is no proof that we own the tanks; we never did, they were always owned by Danny. The assignment from Danny to Janaros was never finalized so for public record, Danny is the owner. P.R. wise, we come out rotten, but we don't have to pay anything. Peters is stuck with the tanks. I would agree that we should leave this one alone for good.

B5b (6a)

Bentzman

4. Janaro/ranch tax audit - ~~he~~/recommends that Claire put in writing in a letter to Franchise Tax Board that her husband who deals with the bookwork is out of the country, that he has the records and is working on putting them together, and if they want any further information, she can forward their questions on to him in the mail. She should request some more months extension of time to get the stuff together. This will be done. The question is, is Richard or Harold or someone working on this??? Are we going to get anything back? It's been months now with no explanation.
5. IRS audit of PT - Bentzman has received nothing further from them. He will continue to send in his monthly letters itemizing PT harassment. He plans to write FCC on our behalf under FOIA looking into Senator Goldwater inquiry - he thinks that attorney writing for us would get better results than we writing as individuals. We gave him the attached affidavit of Tom and Hattie as evidence of the post office stopping our mail.
6. Attached is a report written by Bonnie Beck last week concerning the status of selling RWV properties. No. 1 and 2 concern the church and parsonage; no. 3 is the ranch. The whole thing speaks for itself.
6. Attached is copy of letter I sent to Henry Gross, attorney for Washington Sanders' nephew, who said he would do court appearance and paper work for us to terminate conservatorship of Washington. We figure we'll send the bill to the nephew. After Washington's overseas, of course.
7. Attached is copy of letter received from Press Democrat lawyer asking for extension of time in which to print retraction. The time's up; they have not printed retraction yet. They did print an article but it was not on the editorial page and it was not in retraction of the first - it was sort of a disclaimer of the reward advertisement we ran in the paper. Charles told us today he had heard nothing further from PD; he would not call them til next week. He said he would call their attorneys then if no article yet.
8. Attached is copy of letter sent to Skip Roberts asking for details re investigation to be sent to Charles. He had me sign it for him.
9. Attached is copy of Charles' letter to Mingo re Gordon Lindsay. You may already have a copy; I'm sending just in case.
10. Attached is copy of telegram sent by Charles last week to LA district attorney. Instructions received over radio tonight to send another one.
11. Jewel Runnels and Jossie Chamblis, communal seniors, received notices and applications for food stamps. The policy up to now has been not to take food stamps. Should this be changed? I would say no, myself, since we supply all of their food, and Joseie is extremely difficult person to deal with, as far as what she tells people. Bewel would not be so difficult, but in terms of time, I don't think it would be worth the hassle with welfare. James would like an answer on this.

B5b(6b)

12. Frank Garcia, Avis's brother, gets out of jail this month, and will be on parole. He plans to stay with his mother in LA til he can arrange to be transferred to SF and stay with a member here. Avis should write to him.
13. Vincent Lopez - I received the affidavit from Chet, but 8R1 had not notarized it. So it has to be returned to 8R1 and hopefully they will notarize it and return it to me. The hearing is September 20. Herndon will need to have it well before that so he can submit it to the court.
14. Attached is an interesting article about Don Warden, attorney for the Oliver parents. In this past Sunday's Examiner
15. Ulich and Berneda Richmond, see law office report #32, item 3, for reference. Last week Ulich came by the church late at night and left a letter, which says: "Will you please help us; we need your help bad; Friday 7/21/78 the American Savings and Loan Co. will foreclose on our house. We give the cause this home when Father was here in the body. But he told the board that night to let us stay in it. We paid the Note every month until 2/1/78 and we couldn't pay because we lost our business. Enclosed you will find the letter Hud's turned us down and American Savings called this morning and told us they had got this same letter from Hud, and give us until Friday to have the back notes or they will foreclose. Father told us before he left soon as he sell that place him and the family would loan us \$4000, but we would be happy if you all just loan us \$1254.97. That will pay the late charges too..." ~~Thxxxx~~ This is the first any of us here have heard mention of any promise of \$4000.
16. When we talked to Charles about transferring title on properties to his firms name, (see law office report #35, item 9), he asked for the attached agreement to be drawn up. Later the decision was not to put the property in the firm's name, and he said it would not be necessary to draw up the agreement. But later after that when we again got directions to talk about putting property in his name, (the ranch), he said he didnt want any deeds tying up the property in his firms name because they didn't want to tangle with capital gains tax, and instead he would only take a promissory note and mortgage. Following is the wording of the agreement that he proposed in the first place, which we figure he will want again if we push for putting the property in firm name. We didnt press it yet because obviously we want to record the deed in his firm name to escape the threat of attachment. "This agreement of employment between GDB... and Peoples Temple is for the purpose of securing the heavy deluge of legal work. It is contemplated that fees will be in excess of \$400,000. It is necessary that these contemplated fees be secured. Therefore, PT agrees to mortgage or give security of the above amount."
- B5b (6c)

17. James and Irene Edwards, refund from SF Water Department - please have both of them sign the attached original letter from the Water Department and return it to us as soon as possible in the mail.
18. Richard Parr & Donna Stanfield - about 2 weeks ago Richard Parr asked me if people asked for their deeds back, do we return them? Considering the source, I said, yes, of course. This week he came to me and asked for his deed back and Donna Stanfields; then he had Donna Stanfield come to me and ask for her deed back personally. We stalled for a couple of days. I had no problem with returning his; he had given us a deed written in handwriting, with no property description, no date and no notary, and it was written by him. So he was being returned his own ~~xxxxxx~~ rough draft deed. But Donna Stanfield's deed was an official grant deed, notarized by James, in which she deeded her property over to Peoples Temple and named the grantee and the grantor. It was never recorded, and I didnt want to give it to her now bacuase she could always take it in and record it and we would be stuck with her property, which is in Moss Beach. But then Mildred suggested we talk to Charles. Well, Charles doesnt like to deal with small stuff like this so I asked Bentzman, who suggested I just line through the ded where it says PT and write VOID on the face of the deed - no recorder's office would accept it that way. Simple... so I did it and returned both to Parr. Dont know why Parr wants his papers back; he also asked for and received his passport last week from James. I talked to Mrs. Standfield; it turned out she had already sold her house anyway.

B5b(6d)

[illegible]



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
SACRAMENTO, CALIFORNIA 95837  
TELEPHONE (800) 852 7050

7640140 AC5\*\*

ARISTOLIC CORPORATION  
P.O. Box 15156  
San Francisco, CA 94115

726:LN:dw  
NOTICE OF ACTION ON  
CANCELLATION, CREDIT, OR REFUND

DATE 05 31 78  
CLAIM NUMBER  
DATE OF CLAIM  
AMOUNT CLAIMED \$  
INCOME YEAR ENDED 06 31 77  
STATUTE

Refund is due to a duplicate collection of the amount due for  
income year ended 06 76.

Serial No.	Date	PREVIOUSLY ASSESSED				Interest	Payments
		Tax/Fee	Prof. Tax	Penalty			
206626	08 15 77	\$	\$	\$		\$ 5.63	\$ 280.83
Pen Pmt	09 02 77			14.04			
255577	09 29 77					0.12	243.93

Total	\$	\$	\$ 14.04	\$ 5.75	\$ 524.76
Revised liability	\$ 280.83	\$	\$ 14.04	\$ 5.75	\$ 300.62
Cancellation	\$ 0.00	\$	\$ 0.00	\$ 0.00	
Overpayment					\$ 224.14
Interest allowed					\$ 16.81
Total amount due taxpayer					\$ 240.95
Amount credited against liability due:					
	\$	\$			
	\$	\$			
Amount to be refunded					\$ 0.00
					\$ 240.95

YOUR RETURN REMAINS SUBJECT TO AUDIT.

The amount to be credited or refunded is being recommended for approval as required by the Revenue and Taxation Code. When and if approved a warrant will be drawn and forwarded to you from the office of the State Controller for the amount subject to refund.  
An appeal may be filed with the State Board of Equalization. See reverse side for appeal procedure.

Internal Revenue  
Service Center  
P.O. BOX 12586  
FRESNO, CA. 93778

OS 942333410 02 7612 670 7739

APOSTOLIC CORPORATION  
PO BOX 15156  
SAN FRANCISCO, CA 94115

Date of This Notice  
OCT. 10, 1977  
Employer Identification Number  
94-2333410 OS 9401  
Document Locator Number  
94310-235-40000-7  
Form Number 1120  
Tax Period Ended DEC. 31, 1976  
Balance is Due By

161

OCT. 20, 1977

# Request for Payment

The statement at the right shows that a payment is due on your account. Please make the payment by the due date shown above.

If our statement does not agree with your records, the information on the back of this notice will tell you what to do.

If we included any penalty or interest charges, an explanation will be found on the back. (Code numbers in the box at lower right will guide you to the explanations which apply.)

Make your check or money order payable to Internal Revenue Service for the adjusted balance due. Please show your employer identification number on your payment and mail it with this notice in the envelope enclosed for your convenience.

Thank you for your cooperation.

PLEASE ATTACH CHECK OR MONEY ORDER HERE

## CORPORATION INCOME TAX

### Tax Statement

Total Tax on Return	\$	624.07
Total Credits		624.07
Plus Penalty*		159.14
Plus Interest*		18.44
Balance Due IRS	\$	177.58

Subtract Payments

We Haven't Included

Pay Adjusted

Balance Due

PENALTIES: 01...\$156.02 07.....\$3.12

\*See these code numbers on the back for an explanation of penalty or interest charges.

01-07-09

FORM 1122 (Rev. 11-76)

STUB  
10 05

11998

VERIFICATION STUB  
#94-2333410 05

No. 0271 41998

DATE February 1, 1978

AMOUNT \$177.58

CASHIER'S CHECK  
DRAWN ON

Fillmore Post Office

Bank of America

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FILLMORE POST OFFICE

Bank of America

NATIONAL TRUST ASSOCIATION  
SAN FRANCISCO, CALIFORNIA

INTERNAL REVENUE SERVICE

Bank of America 177.58

10 05

CASHIER'S CHECK

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998 11210 00911 02211 85100

998 11210 00911 02211 85100

998 11210 00911 02211 85100

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No. 0271 41998

DATE February 1, 1978

11-94

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85b (6g)

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
SACRAMENTO CA 95857



## NOTICE OF BALANCE DUE

Date: 09/09/77

Income Year Ended: 06/30/76

APOSTOLIC CORPORATION

Corporate No.: 7640140 AC5\*\*

P O BX 15156  
SAN FRANCISCO CA 94115

Balance Due: \$223.52

YOU HAVE AN UNPAID LIABILITY FOR THE INCOME YEAR ENDED 06/30/76. YOU SHOULD RESOLVE THIS MATTER NOW BY PROMPT PAYMENT. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS. THE BALANCE DUE IS AS FOLLOWS.

### SUMMARY OF BALANCE DUE

TRANSACTION DESCRIPTION	TRANS. DATE	CHARGES	CREDITS	BALANCE
SUPPLMT TAX	08/18/77	\$200.00		\$200.00
			INTEREST TO DATE	\$23.52
			PAY THIS AMOUNT	\$223.52
ADDITIONAL INTEREST ACCRUES AT \$0.0657 A DAY FROM THE DATE OF THIS NOTICE				

### VERIFICATION STUD

No. 0271 41523

DATE 09/09/77

AMOUNT \$ \*\*223.52\*\*

CASHIER'S CHECK

DRAWN ON

Fillmore Post Office

Bank of America

FRANCHISE TAX BOARD  
Corp#7640140 AC5

ENCLOSURE

to be made payable to the Franchise Tax Board. Please return one copy of this notice with your check. The annual interest rate is 12%.

REVERSE SIDE FOR EXPLANATION OF TRANSACTION DESCRIPTION

B5b (6h)

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
SACRAMENTO CA 95857



## NOTICE OF BALANCE DUE

Date: 10/21/77

Income Year Ended: 06/30/76

APOSTOLIC CORPORATION

Corporate No: 7640140 AC5\*\*

P O BX 15156  
SAN FRANCISCO CA 94115

Balance Due: \$226.28

OUR PREVIOUS NOTICE REQUESTED PAYMENT OF THE LIABILITY FOR THE INCOME YEAR ENDED 06/30/76. FULL PAYMENT HAS NOT BEEN RECEIVED. WE URGE YOU TO PAY THE FOLLOWING BALANCE DUE PROMPTLY TO AVOID FURTHER ACTION.

### SUMMARY OF BALANCE DUE

TRANSACTION DESCRIPTION	TRANS. DATE	CHARGES	CREDITS	BALANCE
SUPPLMT TAX	08/18/77	\$200.00		\$200.00
			INTEREST TO DATE	\$26.28
			PAY THIS AMOUNT	\$226.28
ADDITIONAL INTEREST ACCRUES AT \$ .0657 A DAY FROM THE DATE OF THIS NOTICE				

TAXPAYER SERVICE  
TELEPHONE (606) 852-7050

Checks and money orders should be made payable to the Franchise Tax Board. Please return one copy of this notice with your payment in the enclosed envelope. The annual interest rate is 12%.

SEE REVERSE SIDE FOR EXPLANATION OF TRANSACTION DESCRIPTION

FTB 5947 M (5-77)

B5b(6i)

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
SACRAMENTO, CALIFORNIA 95867



October 13, 1977

In reply refer to  
342:RTP:JJ:uh

Apostolic Corporation  
P. O. Box 15156  
San Francisco, CA 94115

Corporate Number 7640140

Enclosed is a tax clearance certificate valid to December 15, 1977. A copy has been forwarded to the Office of the Secretary of State today.

An inquiry should be directed to the Office of the Secretary of State, Sacramento, CA 95814, as to the necessary action to be taken to dissolve. Such proceedings are a function of that office.

*J. J.*  
Tax Auditor  
Tax Clearance Unit  
Telephone (916) 355-0895  
P. O. Box 1468  
Sacramento, CA 95807

Enc.

85b(6j)

NEVELL RAWLES (1908-1978)  
DONALD S. HINKLE  
PATRICK M. FINNEGAN  
JARED S. CARTER  
JAMES R. MAYO

LAW OFFICES OF  
RAWLES, HINKLE, FINNEGAN & CARTER  
800 WEST STANLEY STREET  
POST OFFICE BOX 780  
UNION, CALIFORNIA 95422  
(707) 425-0004

July 26, 1978

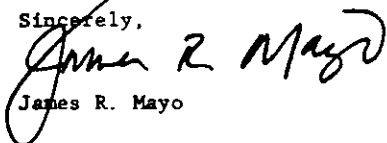
Mr. Marshall Bentzman  
1256 Market Street  
San Francisco, CA 94102

Re: Snyder v. People's Temple

Dear Mr. Bentzman:

Pursuant to my conversation with Charles Garry on July 26, 1978, I understand that you will accept service on behalf of People's Temple. Enclosed is a copy of the summons and complaint in this matter, along with a notice and acknowledgment of receipt. Please sign the notice where indicated and return the same to this office.

Sincerely,

  
James R. Mayo

JRM:jw  
encs.

B5b(6k)

NAME AND ADDRESS OF SENDER Rawles, Hinkle, Finnegan & Carter P. O. Box 720 Ukiah, CA 95482		TELEPHONE NO.	For Court Use Only
Insert name of court, judicial district or branch court, if any, and Post Office and Street Address SUPERIOR COURT FOR THE STATE OF CALIFORNIA COUNTY OF MENDOCINO Courthouse - State and Perkins Streets. Ukiah, CA - 95482			
PLAINTIFF ROBERT L. SNYDER and MARY E. SNYDER			
DEFENDANT PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST and DOES I through X			
NOTICE AND ACKNOWLEDGMENT OF RECEIPT			Code Number 40049

TO: PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST  
(insert name of individual being served)

This summons and other document(s) indicated below are being served pursuant to Section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it to me within 20 days may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. Section 415.30 provides that this summons and other document(s) are deemed served on the date you sign the Acknowledgment of Receipt below, if you return this form to me.

Dated July 26, 1978

*James R. Mayo*  
JAMES R. MAYO  
(Signature of sender)

#### ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of: (To be completed by sender before mailing)

- 1 ☒ A copy of the summons and of the complaint
- 2 ☐ A copy of the summons and of the Petition (Marriage) and
  - ☐ Blank Confidential Counseling Statement (Marriage)
  - ☐ Order to Show Cause (Marriage)
  - ☐ Blank Responsive Declaration
  - ☐ Blank Financial Declaration
  - ☐ Other: (Specify)

(To be completed by recipient)

Date of receipt

(Signature of person acknowledging receipt with true if acknowledgment is made on behalf of another person)

Date this form is signed

(Type or print your name and name of entity, if any on whose behalf this form is signed)

Form Approved by the  
Judicial Council of California  
Revised 1/80 (January 1, 1975)

NOTICE AND ACKNOWLEDGMENT OF RECEIPT

CCP 415.30, 417.10  
CA Rules of Court  
Rule 1218

bsb(66)

NAME AND ADDRESS OF ATTORNEY Rawles, Hinkle, Finnegan & Carter P. O. Box 720 Ukiah, CA 95482		TELEPHONE NO.	FOR COURT USE ONLY
ATTORNEY FOR <b>Plaintiffs</b>			
Insert name of court, judicial district or branch court, if any, and Post Office and Street Address SUPERIOR COURT FOR THE STATE OF CALIFORNIA COUNTY OF MENDOCINO Courthouse, Ukiah, CA 95482			
PLAINTIFF ROBERT L. SNYDER and MARY E. SNYDER			
DEFENDANT PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST and DOES I through X			
SUMMONS			CASE NUMBER <b>40049</b>

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

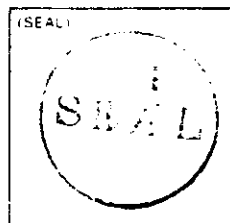
¡AVISO! Usted ha sido demandado. El Tribunal puede decidir contra Ud. sin oírle si no responde dentro de 30 días. Lea la información que sigue.

1. TO THE DEFENDANT: A civil complaint has been filed by the plaintiff against you. (See footnote.)
- a. If you wish to defend this lawsuit, you must, within 30 days after this summons is served on you, file with this court a written pleading in response to the complaint. (If a Justice Court, you must file with the court a written pleading or cause an oral pleading to be entered in the docket.) Unless you do so, your default will be entered upon application of the plaintiff, and this court may enter a judgment against you for the relief demanded in the complaint, which could result in garnishment of wages, taking of money or property or other relief requested in the complaint.
- b. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be filed on time.

VIOLA N. RICHARDSON

DATED June 22, 1978

Clerk, By **MARY GILLEY, ASST. CO. CLERK** (Signature)



2. NOTICE TO THE PERSON SERVED: You are served
- a. ☐ As an individual defendant
- b. ☐ As the person sued under the fictitious name of
- c. ☐ On behalf of **People's Temple of the Disciples of Christ**
- Under ☐ CCP 416.10 (Corporation) ☐ CCP 416.60 (Minor)
- ☐ CCP 416.20 (Defunct Corporation) ☐ CCP 416.70 (Incompetent)
- ☐ CCP 416.40 (Association or Partnership) ☐ CCP 416.80 (Individual)
- ☐ Other
- d. ☐ By personal delivery on (Date)

\*The word "complaint" includes cross-complaint; "pleading" includes cross-complaint; "defendant" includes cross-defendant; "singular" includes the plural and masculine includes feminine and neuter. A written pleading, including an answer, demurrer, etc., must be in the form required by the California Rules of Court. Your original pleading must be filed in this court with proper filing fees and proof that a copy thereof was served on each plaintiff's attorney and on each plaintiff not represented by an attorney. The time when a summons is deemed served on a party may vary depending on the method of service. For example, see CCP 413.10 through 413.50.

Form Adopted by Rule 982 of  
The Judicial Council of California  
Revised Effective January 1, 1977

(See reverse side for Proof of Service)

SUMMONS

**B5b(6m)** CCP 412.20, 412.30  
415.1, 415.2

ENDORSED-FILED

22 1978

VIOLA RICHARDSON  
MENDOCINO COUNTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MENDOCINO

ROBERT L. SNYDER and MARY  
L. SNYDER,

Plaintiffs,

v.

PEOPLE'S TEMPLE OF THE  
DISCIPLES OF CHRIST and  
DOES I-X inclusive,

Defendants.

No.

COMPLAINT FOR RECOVERY OF  
PERSONAL PROPERTY AND FOR  
DAMAGES

Plaintiffs allege:

I

Defendant, PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST is,  
and at all times herein mentioned was a non-profit association.

II

The true names or capacities, whether individual, corporate,  
associate or otherwise, of defendants DOES I-X inclusive are  
unknown to plaintiffs, who therefore sue said defendants by such  
fictitious names and the said defendants are sued pursuant to  
the provisions of Section 474 of the Code of Civil Procedure.

III

Plaintiffs are the owners and entitled to immediate possession

1

OFFICES OF  
WLES HINKLE  
INEGAN &  
RTER  
W STANDLEY ST  
OFFICE BOX 720  
AM CALIF 95482  
442-6694

B5b(6n)

1 of the following described property, to wit: that certain 7 1/2  
2 horsepower "Napa" air compressor, motor number R90806DD731.

3 IV

4 Defendants obtained possession of the above described  
5 personal property by virtue of a written lease entered into  
6 between plaintiffs' predecessor in interest, Jack Cox, and  
7 defendants on October 19, 1977. Said lease was assigned to the  
8 plaintiffs on or about December 15, 1977. A true copy of said  
9 lease is attached hereto and marked Exhibit "A", and incorporated  
10 herein as though set forth at length.

11 V

12 The said lease terminated by its terms on April 19, 1978.  
13 Under the terms of the said lease, defendants became obligated  
14 upon termination of the said lease to return possession of the  
15 leased premises, including the said air compressor, to plaintiffs.  
16 Thereafter and prior to June 17, 1978, defendants vacated the  
17 premises which were the subject of the said lease.

18 VI

19 On or about June 17, 1978, defendants wrongfully and without  
20 plaintiffs' consent and in violation of the terms of the said lease,  
21 entered the premises which were the subject of the said lease,  
22 and removed the said air compressor from the said premises.

23 VII

24 Although plaintiffs have demanded that possession of the said  
25 air compressor be restored to plaintiffs, defendants have refused  
26 and continue to refuse to return the said air compressor to plaintiffs.

OFFICES OF  
WLES HINKLE  
MEGAN B  
TTER  
W STANLEY ST  
OFFICE BOX 720  
M. CALIF 95402  
462-6694

1 and defendants continue to wrongfully withhold possession of the  
2 said air compressor from plaintiffs.

3 VIII

4 The said air compressor has a reasonable value of  
5 approximately \$3,000.

6 IX

7 As a direct and consequential result of the unlawful taking  
8 of the said air compressor by defendants, plaintiffs have been  
9 deprived and will continue to be deprived of the use of the said  
10 air compressor and the use of the building in which the said  
11 air compressor was located. All to plaintiffs' damage in an  
12 amount which is presently unknown to plaintiffs.

13 X

14 Paragraph 11 of said lease provides that in the event  
15 litigation between the lessor and lessee relating to the lease,  
16 the prevailing party shall be entitled to a reasonable sum for  
17 attorneys' fees. Plaintiffs are informed and believe and thereon  
18 allege that the reasonable attorneys' fees and court costs that  
19 plaintiffs will incur in this matter will be a sum not less than  
20 \$2,500.

21 WHEREFORE, plaintiffs pray judgment against defendants as  
22 follows:

- 23 1. For the recovery of the possession of said personal  
24 property or for the sum of \$3,000, the value thereof, in case  
25 delivery cannot be made;
2. For damages for the loss of use of the said air compressor
- 3.

26 OFFICES OF  
27 WLES HINKLE  
28 INEGAN &  
29 RTER  
30 W STANLEY ST  
31 OFFICE BOX 720  
32 AM CALIF 95482  
33 402-6694

85b(672)cl

1 and loss of use of the building in which it was located according  
2 to proof;

3 3. For costs of suit incurred herein;

4 4. For reasonable attorneys fees according to proof;

5 5. For such other and further relief as the court may deem  
6 proper .

7 Dated: June 22, 1978.

8 RAWLES, HINKLE, FINNEGAN & CARTER

9  
10 By James R. Mayo  
11 JAMES R. MAYO  
12 Attorneys for plaintiffs  
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26 OFFICES OF  
27 W. HINKLE  
28 FINNEGAN &  
29 CARTER  
30 W. STANDLEY ST.  
31 OFFICE BOX 720  
32 SAN CALIF 95482  
33 462-6654

LEASE made this 19th day of October, 1977.

between

as "Lessors," Redwood Empire Realty & Investment Company, Inc.,  
and

as "Lessee," Peoples Temple of the Disciples of Christ

For and in consideration of the rents, covenants, terms and conditions of the Real Estate Purchase Contract & Deposit Receipt dated September 2, 1977 and Counter Offer dated September 8, 1977 by and between Peoples Temple of the Disciples of Christ and Redwood Empire Realty & Investment Company, Inc., and agreements hereinafter agreed by Lessee to be paid, kept and performed, Lessor leases unto Lessee and Lessee rents from Lessor the following described premises situated in the area of Redwood Valley, County of Mendocino State of California:

That certain 8,000 sq. ft. steel building (Bus Barn) and the land underneath the building together with ingress and egress over the existing driveway. Being a portion of the premises commonly known as 3461 East Road, Redwood Valley, California together with the following equipment: (See attached Exhibit "A")

together with appurtenances for a term of six (6) months commencing on the 19th day of October 1977, and ending on the 19th day of April 1978.

In conformity with the aforesaid Real Estate Purchase Contract and Deposit Receipt and Counter Offer no rental shall be charged or payable for the said six (6) month term.

BSB(60)

EXHIBIT A

The premises are leased to Lessee expressly in consideration of the covenants and agreements on Lessee's part hereinafter contained, to-wit:

- Utilities** 1. Lessee shall pay the cost of the water, gas, heat, electricity and power which may be furnished to or used in or about the premises during the term of this lease.
- Holding Over** 2. Should Lessee hold over said premises after this lease has terminated in any manner, such holding over shall be deemed merely a tenancy from month to month and at the rental of \$1,500.00 per month, payable monthly in advance, but otherwise on the same terms and conditions as herein provided.
- Destruction of Premises** 3. In case the premises, or the building in which the same are situated, are totally destroyed by any cause whatever prior to the commencement of or during the term of this lease, then this lease shall thereupon immediately terminate and neither party hereto shall have any further rights or be under any further obligations on account of this lease. In case the premises, or the building in which the same are situated, are partially destroyed by any cause whatever, Lessee with reasonable promptness and dispatch, shall repair and rebuild the same, providing the same can be repaired and rebuilt under State and Municipal laws and regulations within thirty working days. For the purposes hereof, damage or injury to the extent of 50 per centum of the value of the premises shall constitute a total destruction thereof. In case the premises, or the building in which the same are situated, are partially destroyed by any cause whatever, Lessee with reasonable promptness and dispatch, shall repair and rebuild the same, providing the same can be repaired and rebuilt under State and Municipal laws and regulations within thirty working days. For the purposes hereof, damage or injury which does not amount to 49 per centum of the value of the premises shall be considered as a partial destruction.
- Assignment and Subletting** 4. Lessee shall not assign or transfer this lease or any interest therein, nor sub-let the whole or any part of the premises without the written consent of Lessor. Lessee agrees not to make or to suffer to be made any alterations, additions to, or repairs in or upon the premises without having first obtained the consent in writing of Lessor thereto; and Lessee further covenants and agrees that neither this lease nor any interest therein shall be assignable or transferable in any proceedings in execution against Lessee, or in any voluntary or involuntary proceedings in bankruptcy, or insolvency taken by or against Lessee, or by process of any law applying to such proceedings without the written consent of Lessor; and that upon any assignment, sale or transfer of this lease, or any interest therein, by judgment, execution, bankruptcy or insolvency proceedings, or by any process of or operation of any law applying to such proceedings, this lease shall immediately terminate at the option of Lessor.
- Use** 5. The premises are hereby leased to Lessee upon the express condition that Lessee shall use said premises  
Bus Barns, and Maintenance of buses and trucks  
and for no other purpose, without the written consent of Lessor, during the whole term of this lease; and upon the further condition that no goods, merchandise or materials shall be kept, stored or sold in said premises which are in any way hazardous, or which will increase the present rate of fire insurance upon the building of which said premises form a part; and upon the further condition that no auction sale shall be conducted in said premises.
- Repairs and Maintenance** 6. The taking possession of the premises by Lessee shall, in itself, constitute an acknowledgment by Lessee that said premises are in good and tenantable condition and Lessee undertakes to maintain all of the premises in a tenantable condition as part of the consideration for rental. Lessee agrees at its own cost and expense, during the full term hereof, to keep and maintain the interior of said premises, including plumbing, in good order and repair and in tenantable condition, injury thereto or destruction thereof or an act of God excepted; and also during the full term of this lease, at its own cost and expense, to make all repairs and replacements of whatsoever kind or nature, either to the exterior or to the interior of said premises rendered necessary by reason of any negligence or omission of Lessee or its agents, servants or employees.
- Removal of Fixtures** 7. All locks or bolts, alterations or improvements, affixed to or made upon said premises by either of the parties hereto, except movable and unattached partitions and other trade fixtures placed therein by Lessee, shall be and become the property of Lessor, and shall remain upon and be surrendered with the premises as part thereof upon the termination of this lease.
- Windows and Glass** 7. Lessee shall replace at once and at its own cost and expense all show windows or skylight glasses in said premises that may be broken from any cause whatsoever during its occupancy of said premises, breakage by fire, act of God, or of Lessor, its agents or employees excepted; and the taking possession of said premises by Lessee shall constitute an acknowledgment by Lessee that all show windows and skylight glasses in said premises are unbroken and in good condition at the commencement of this lease. Lessee shall compensate Lessor upon demand for all damage or injury to said premises, or the building of which said premises form a part, by the act or omission of Lessee, its agents or employees, or of any person or persons who may be in or upon said premises with or without the consent of Lessee.
- Hold Harmless** 8. This lease is made upon the express condition that Lessor shall not be liable for any damages or claims for damages by reason of any injury or death to any person or persons while in, upon or in any way connected with said premises, or the sidewalks adjacent thereto, during the occupancy thereof by Lessee; and Lessee further agrees to hold and save Lessor harmless from any and all liability and every and all damages or claims for damages, together with any and all costs and expenses connected therewith, arising out of the injury to or the death of any person or persons in or about, or in any way connected with the premises or the sidewalks adjacent thereto, during the term of this lease.
- Waiver of Damages** 9. Lessee expressly waives all claim against Lessor for damage or injury from any cause whatsoever to any property of any kind, contained in said premises, or for the destruction thereof from any cause.

B5b(601)



Insurance 21. Lessees, at their sole expense, agree to procure a comprehensive policy of public liability insurance naming lessees and lessors as co-insureds against any public liability in an amount not less than \$100,000.00 to indemnify against the claim of one person and in an amount not less than \$300,000.00 to indemnify against claims of 2 or more persons. Lessees agree that lessors are under no obligation to insure any fixtures or personal property owned by the Lessees and maintained within the said premises.

IN WITNESS WHEREOF the said parties hereto have subscribed their names and affixed their seals, in duplicate, the day and year first hereinabove written.

*Robert T. Taylor of the Des Moines, Iowa*

REDWOOD EMPIRE REALTY & INVESTMENT CO., INC.

*W. J. Hardin E. (Lessee) (Truck)*

BY: *[Signature]*  
JACK L. COX, President

*Charles E. Jensen (Trusted)*

Lessee

Lessor

BUILDING  
ADDRESS  
DATED  
COMPLETION OF TERM  
EXPIRATION OF TERM  
MONTHLY RENTAL

LESSOR

LESSOR

RENTAL

B5b(603)

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VERIFICATION (Standard) CCP 446, 2015.5

I declare that:

I am the one of the plaintiffs in the above entitled action; I have read the foregoing

COMPLAINT FOR RECOVERY OF PERSONAL PROPERTY AND FOR CONVERSION

and know the contents thereof; the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this verification was executed on

June 2, 1978 at Ukiah, California.

Robert L. Simpson 62126  
\_\_\_\_\_  
(TYPE OR PRINT NAME) SIGNATURE

856 (6/4/78)

RE: Status on selling of RV properties

7-28-78

FROM: Bonnie

#1 and #2 are comments made to me from Bill Haycock, the realtor, on separate occasions over the last few months. He also made the comments in from of Mac, Claire, etc.

- #1. There is a deed restriction on the church property stating that it cannot be used for any profit-making venture. Thus the doctors who were interested in buying it for a health club-spa could not, etc, etc.

Bill asked why with all the lawyers and real estate people we had, we had not gotten rid of the deed restriction before we sold off the other properties in the subdivision (Rita's, the Annex, the lots, etc). He said that we would have needed only one more non-PT signature to get it off the books then and that would have enabled us to sell the land for whatever we wanted. I told him that TOS had talked about the deed restriction and that he said he would take care of it. But obviously he never did. *a strategy idea - not for real, actually never happened*

Bill did go to at least one of the present owners of land in that subdivision to see if he would sign to get rid of the restriction. The owner said no, that he didn't care but that he did not want his neighbors upset with him. Bill is pessimistic about the others signing. I am guessing that since Bill wants the commission money, he would have pursued it further if he thought it would have worked. But, I also do not know what Mac told him to do about it. (see below for explanation re deed restriction, signautres, etc

- #2. Bill stated that there is a 40 foot right-of-way requirement now on the books that we would have to provide for the parsonage if we do a lot split. He said that we would have to buy land from the guy who owns what was Rita's place, and if the guys would sell, it would cost about \$7,000. Again he made reference to why we hadn't done something about it before, i.e. not decided that land needed when we sold the place, etc.

- #3. On the recent ranch deal with the Carringtons, Mac called Bill at 2am with the ~~offer~~ counter-offer. Bill talked with the Carringtons 5 times by 10am. He told Claire that Carringtons refused our counter and were not going to counter back. He then, without consultation, approval, etc. asked Carrington to resubmit at the original 230,000. To me this is not only bad business to go on your own and not check with your client, but it is also down right stupid to ask him to resubmit less than 8 hrs after the original counter was made to him. Shows us in a weak position of wanting to sell, etc., etc. Also could wreck any strategy that involved us waiting him out, etc

Explanation of deed restriction bit:

- When the original subdivision was made, the owners of the entire land stated in the deeds that none of the lots could be used for profit-making ventures.
- To get rid of that restriction, according to Haycock, simply needed a majority of the ~~current~~ current owners of the lots to say that they wanted it off their deeds.
- The point was that at one time we owned enough of the lots that we would only have needed one more person to agree with us to get rid of the restriction (I am guessing that since we had 5 lots in the subdivision, there are a total of ten lots).
- But now, we own only one lot and will need five more non-PT people/owners to sign.

B5b(6p)

**AFFIDAVIT**

State of California )  
City and County of San Francisco) ss.

Tom Adams and Hattie Newell, being duly sworn, hereby depose and say:

On July 18, 1978 around 1:30 p.m. we went to the Station A branch of the U.S. post office, located at Steiner Street off Geary Blvd. in San Francisco, California.

We talked with Mrs. Evelyn Cameron, a postal clerk in the station. When we identified ourselves as members of Peoples Temple, she told us "you guys (meaning Peoples Temple) were investigated by every agency that was," naming the Department of Health, Education and Welfare; the California Department of Motor Vehicles; the Sonoma County Postal Inspector, and others. She explained that when she came to that branch in October 1977 to begin work, her supervisor mapped out "a whole special procedure" required in handling Peoples Temple mail. She told us that at that time she complained to the supervisor that this wasn't right. She said she was from New York and she believes in privacy, and that people's business is their own. She had wanted to transfer mail from certain post office boxes at the station which she knew were inactive and formerly rented by Peoples Temple members (P.O. Box 15384, in the name of Maria Katsaris and also used by Rev. Jim Jones and Mrs. Marceline Jones; and P.O. Box 15247, used by Mary Black), to an active Peoples Temple post office box, so that the Temple members would continue to receive their mail that had been directed to the formerly active boxes. Her supervisor, she said, prohibited her from doing so, telling her that it was against regulations, that regulations would not allow transferring mail from one post office box to another because the mail recipient might not want his or her name traced. Mrs. Cameron in this instance was speaking specifically of mail that came addressed to Rev. Jim Jones, Mrs. Marceline Jones, Peoples Temple Christian Church, Maria Katsaris (then church financial secretary), and a church member by the name of Mary Black. Mrs. Cameron told us that she complained to the supervisor about the procedure at the time because she did not like returning all the mail which was intended for the church and its pastor. She told us that it is the duty and trust of the U.S. government to keep people's business off the streets.

She said that when she first came to work there in October 1977, the California Department of Motor Vehicles had been investigating Peoples Temple, because it was said many different people were transferring their cars into Eugene B. Chaikin's name.

B5b(6g)

If a person handled a certain number of cars per month, it was her understanding, he would be required by law to have a dealership license. She also told us that the Department of Health, Education and Welfare had directed the employees at Station A not to send any H.E.W. checks which were to be forwarded to Guyana, South America, but to return them to the Department of Health, Education and Welfare.

Executed this \_\_\_\_ day of July, 1978 at San Francisco, California.

Wattie Russell

Elta T. Adams

Subscribed and sworn to  
before me, a Notary Public  
in and for said  
State.

Christine Kice



B5b(691)

Phone 415 931-9107

EUGENE CHAIKIN, Attorney-at-Law

Post Office Box 15156 San Francisco, California 94115

July 31, 1978

Mr. Henry Gross  
68 Post  
San Francisco, California

Re: Conservatorship of Washington Sanders

Dear Mr. Gross:

This confirms our telephone conversation of Friday, July 28, 1978 concerning the conservatorship of Mr. Washington Sanders.

Enclosed is the First and Final Account and Report of the conservator, David Garrison, which he has signed and Mr. Chaikin has also approved and signed. Mr. Chaikin is presently out of the country and unable to handle the court appearance in this action.

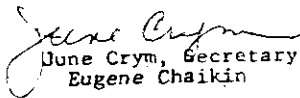
Since Mr. Sanders has expressed a wish to travel to the agricultural project in Guyana, South America, and since his present conservator will be remaining in the States for some time to come to handle business affairs, and considering the fact that Mr. Sanders' estate is minimal, consisting of Veterans Administration benefits of \$10 per month and SSA of \$296 per month, we would agree with your suggestion that the conservatorship be terminated, on the grounds that Mr. Sanders will soon be residing out of the country out of the court's jurisdiction.

If you need any further papers to proceed with the termination, please contact me; I am available during the day at 781-5500. Since Mr. Sanders receives Veterans' benefits, the Veterans Administration will need to be included in the notices. No inventory and appraisal has ever been filed in this action; I'm not sure if that is still required at this late date, but if there is any additional paperwork I can help with, please let me know.

Mr. Sanders is doing very well; his needs are always well taken care of and he is looking forward to his trip. Enclosed for your own information is some material about the agricultural project, which is regarded not only as an exciting work project for young people but also an ideal retirement spot for seniors. I'm sure Charles can fill you in on the wonder of the place, as he traveled there last year and has not yet stopped talking about it.

Thank you very much for your help.

Sincerely,

  
June Crym, Secretary for  
Eugene Chaikin

Enc.

85b(6r)

COOLEY, GODWARD, CASTRO, HUDDLESON & TATUM

ARTHUR E. COOLEY (1921-1971)  
LOUIS W. GODWARD (1927-1971)  
H. ROBERT BATHUR, JR. (1929-1981)  
ANDREW GODWARD (1931-1971)

ONE MARITIME PLAZA  
20<sup>TH</sup> FLOOR  
SAN FRANCISCO 94111  
(415) 981-5252

PAID ALSO OFFICE  
2 PAID ALSO SQUARE  
3000 EL CAMINO REAL  
REDWOOD CITY, CALIFORNIA 94061  
(415) 354-1551

WILLIAM H. GODWARD  
AUGUSTUS EASTRO  
BENNE E. HUDDLESON, JR.  
HARLEY J. BATHUR  
FRANK B. TATUM, JR.  
THOMAS A. E. BATHUR  
CHRISTOPHER JEFFRIES  
RONALD L. GODWARD  
JOHN L. GODWARD  
PAUL A. BATHUR  
EDWARD GODWARD

MICHAEL TATUM  
ROBERT H. NELSON, JR.  
ANTHONY E. GILBERT  
JAMES C. BATHUR  
PAUL H. LITTLE  
JAMES A. RICHMAN  
CHRISTOPHER A. WESTOVER  
LEE F. BENTON  
PAUL A. LINDEN  
BYRON S. BATHUR  
REYNOLD J. HANSEN  
JOSEPH P. RUSSONIELLO

KENNETH J. ADELSON  
JOHN S. BATES, JR.  
JOHN S. BATHUR  
GEOFF H. CAREW  
ELLEN S. COHENWET  
GEOFF F. BAUCHY  
HOWARD S. ERYN, II  
MICHAEL S. JENKINS  
DANIEL JOHNSON, JR.

JAMES C. EITCH  
BARRY A. EADEN  
ALAN C. HENDERSON  
CHARLES S. PAUL  
SUSAN COOPER PULLEY  
JOHN H. SHERWOOD  
GREGORY F. WALSH  
SARAH L. WHITE  
MARK S. WUERFEL

July 27, 1978

Charles R. Garry, Esq.  
GARRY, DREYFUS, McTERNAN, BROTSKY,  
HERNDON & PESONEN, INC.  
1256 Market Street  
San Francisco, California 94102

Re: "Jones Church Linked to 'Terror'  
Reign"

Dear Mr. Garry:

This letter will serve to confirm my oral advice to your office of June 25 that this office represents THE SANTA ROSA PRESS DEMOCRAT with respect to your demand for retraction and apology, and any other matters which were the subject of your letter directed to the client under date of July 3, 1978.

This will also confirm our conversation of June 24 and your agreement to extend the time within which THE SANTA ROSA PRESS DEMOCRAT must reply to your demand for retraction as set forth in Civil Code section 48(a)(2). We understand that, pursuant to your extension of seven days, we have to and including Wednesday, August 2, 1978, to comply with the provisions of the section cited above.

Thank you for your consideration.

Very truly yours,

Joseph P. Russoniello

JPR:dm

JUL 31 1978

B5b(6s)

## ATTACK ON REPORTER

# Temple offers \$5,000 reward

### Press Democrat Bureau

UKIAH — The Peoples Temple has offered a \$5,000 reward for clues in an alleged attack on reporter Kathy Hunter, who was rebuffed when she tried to visit the Temple's South American outpost last May.

In advertisements appearing in Monday's editions of The Press

Democrat and Ukiah Daily Journal, the Temple "wholly and categorically denies any knowledge of these alleged events."

"No member of Peoples Temple is in any way connected with any one of them. We are incensed at the malicious allegations which continue to be made," according to the ad.

But Hunter, wife of Ukiah Daily Journal executive editor George Hunter, told The Press Democrat that she has never accused the Temple of attacking her.

The freelance reporter was hospitalized June 25 after two men allegedly broke into her Ukiah home and forced a bottle of alcohol down her throat.

Hunter was later found semi-conscious by her son. The reported attack followed a series of anonymous, threatening telephone calls and a window-smashing incident at the Hunter home, according to Ukiah police reports.

Ukiah police chief Donn Saulsbury said the authorities don't have any leads in the case, "but we're still investigating."

Hunter said she has received anonymous telephone threats since the June incident. Her 33-year-old son, Michael Hunter, was sent a threatening letter which he turned over to police.

Mrs. Hunter said her grandchildren have been taken to another community for their safety.

The reporter returned from Guy-

ana last May after attempting to visit the controversial Temple's farm colony. Hunter said she was invited by the church, but reported that she was grilled by hostile Temple members and was later forced to leave the Guyanese capital of Georgetown after a series of bomb threats at her hotel.

Hunter said she wanted to investigate charges that some Temple members are held against their will at the jungle outpost. Some families of Temple members from Ukiah and San Francisco are attempting to remove their relatives from Guyana.

Temple attorney Charles Garry said Hunter was in Guyana illegally and that her story was the result of a drinking problem. Hunter disputed the charge.

She said the threats started soon after she returned to Ukiah, and that some of the anonymous callers said they were delivering messages from Rev. Jim Jones, the Temple's leader.

The Temple advertisement asks readers to contact Garry with any information.

B5b(6t)

LAW OFFICES OF  
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July 29, 1978

Mr. Skip Roberts  
Director of Criminal Investigation  
c/o Police Headquarters  
Eve Leary  
Kingston, Georgetown  
Guyana, South America

Dear Mr. Roberts:

I am attorney for Peoples Temple of the Disciples of Christ in the United States. My client has informed me that your office is conducting an investigation into the complaints filed regarding Deborah Layton aka Deborah Blakey.

I would appreciate your sharing with me the current status of the case, in order that I might discuss its ramifications with my clients here. You may check with Maria Katsaris, Tim Carter or Debbie Touchette at the Peoples Temple headquarters in Georgetown, phone #71924, for verification. Thank you for any assistance you might provide.

Sincerely,

*Charles R. Garry*  
CHARLES R. GARRY

CRB/jc

cc: Maria Katsaris

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July 19, 1978

CHARLES A. GARRY  
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ALLAN BROTSKY  
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BRIAN C. WALSH

OF COUNSEL  
DONALD L. A. RYSON  
COLLEEN HARRIS

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250 SO. MARKET STREET  
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Honorable Minister of Home Affairs  
C. Vibert Mingo  
Public Buildings  
Brickdam, Georgetown  
Guyana  
South America

Re: Gordon Lindsay - Bureau Chief  
Los Angeles News Agency  
8273 Sunset Boulevard  
Los Angeles, California 90046

Dear Minister Mingo:

As you perhaps know, I am counsel for The People's Temple, and I understand that you are interested in information that I obtained through the statements made to me by Mr. Lindsay that he was in a plane that had a reconnaissance over Jonestown, which is the northwest region of Guyana. He told me that he was able to see all of the projects in detail by virtue of the fact that he flew over Jonestown.

Since he did not tell me that he was telling this to me in confidence, I feel free to be able to transmit this information to you. I do not have any further information regarding this matter. However, if you feel that the matter should be further delved into, you are free to use the address that I have indicated above to make further communications.

On behalf of my clients I want to thank you for all the courtesies that have been extended to them, and if there is anything further that you wish from me, please do not hesitate to get in touch with me.

Very truly yours,

*Charles R. Garry*  
CHARLES R. GARRY

CRG/rs

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## People

# The Man Who 'Adopted' Ali

By Ira Kamin

■ The Sunday after Leon Spinks won a decision over Muhammad Ali for the heavyweight boxing title, Khalid Abdullah Tariq Al Mansour (Don Warden) was talking on radio station KDIA in Oakland. He said, "You remember all the things Muhammad Ali was trying to do for the black community. He came in Oakland schools... Everytime he has done something to really help black people, we haven't responded properly. After a while it just wears you out."

... all the years and millions of dollars have been gone. Some of it he spent, some of it he blew, some of it he dissipated chasing hopes



Al Mansour at radio station KDIA...

African Arabian press conference, anyway, the next day, around 1:30 p.m. in the Century Plaza hotel. Al Mansour showed up, too. He organized the affair. He was the one who sent out the invitations:

Muhammad Ali, H.R.H. Khalid Al Saud (Saudi Arabia), H.R.H. Prince Abdullah Al Saud (Saudi Arabia), H.R.H. Mohamed Al Saud (Saudi Arabia), African Chamber of Commerce, Asian Chamber of Commerce, Saudi Arabian/American Chamber of Commerce.

"Request your presence at an international press conference. Topic: The business

"Yes, I like it," then we can proceed to the next step. That's the role of a good landlord. That's what the First African Arabian Corporation intends to do throughout the world.

"Every landlord inherits when he gets the Triple A tenant and we'd like to now at this time introduce and present to you, the champ of the world who will always be the champ of the world, a man who no one is qualified to introduce."

Muhammad Ali, still sitting, spoke in a soft, smoky voice. He was flanked by princes and attorneys and athletes. (Four bodies down stood beautiful Vida Blue in a suede jacket and

B5b(6x)  
3 pages

and dreams and entertainment.

"When he lost the fight, I was really not that surprised. In '74, when he fought George Foreman, 90 percent of his (Muhammad Ali's) camp bet on George Foreman.

"We need to come to Muhammad Ali's defense. It's a sad time. Our heroes have either been killed directly or indirectly... Why can't we write him a letter? I don't care whether you write well or not; if you break every rule of grammar, break it, we've broke it before. But can you in the Bay Area get together 10,000, 20,000 letters. 'Brother Ali. Keep your head high, you're not alone.'"

Three months later Muhammad Ali and Al Mansour were in Los Angeles. It was a warm Sunday evening. Muhammad Ali had been doing some work for a politician in South Los Angeles. Al Mansour had flown down after finishing his radio show in Oakland. Al Mansour has been doing the show — mostly under the name of Don Warden — for sixteen years.

Muhammad Ali, who is just like a kid, said to Al Mansour, "If you really got princes here, let me see them."

"Can't do that," Al Mansour said. "Then I'm not coming to your press conference."

"Don't come. You're only hurting yourself."

Muhammad Ali showed up at the First

and professional future of Muhammad Ali... speakers include Muhammad Ali...

Here in Century City, midafternoon, the entertainment capital of the world, Al Mansour, a small, dignified man in a brown suit, rose at the dais in the meeting hall and said, "We are here this afternoon to make an announcement we think is important and all of you will share our joy and happiness about the announcement."

Muhammad Ali sat soberly on the dais. He was dressed in a maroon sports coat and open black shirt and blue trousers. He looked like a working man among, well, among royalty. He listened to Al Mansour and he listened to a Saudi prince, say a few words. Then Al Mansour described what this partnership between Saudi Arabian princes and Muhammad Ali (with Al Mansour as the broker) was all about.

The First Arabian corporation is a multinational corporation. "Look at us as a very nice big shopping center," Al Mansour said. "Putting up very nice facilities, keeping them clean, keeping the windows sparkling, so the tenants want to come in and say, 'Let us sit in the shopping center.' And as all the tenants come in and get to know each other, they talk about their needs. We feel we are happy to have a new tenant, Muhammad Ali."

"Everyone is excited. All we do is say, 'Brother Muhammad Ali, here is something you might be interested in.' He'll take it to his lawyer or advisors. And at the point he says,

open shirt. He would not speak until the press conference was over.) Muhammad Ali said, "First of all, brothers, let me say I appreciate your calling me world champion, but I'll accept that term when I defeat the impostor, Leon Spinks..."

"People ask me all the time, 'What are you gonna do when you finish boxing?' This is a good question. I'm offered so many things... after becoming Muslim and accepting the name Muhammad Ali from the late great Elijah Muhammad — peace and blessing and Allah be upon him — has won me the most popular human being on earth. This short lifetime we have here. It's confusing to know what I should do for my life; to be offered so many deals and arrangements and positions, occupations."

So today is the first step in preparing myself for the day I do retire. In using my name in some way to help, to help charities or whatever, I want to say thank my manager, Herbert Muhammad, couldn't be here today. He also is instrumental in as far as my retirement is decided. Also Wallace B. Muhammad. He is chief administrator and leader of the Muslims in America. We will determine what I'll be doing with my future, with the brothers here and everybody... and that's about all I want to say right now."

There was a brief pause. A Saudi Arabian athletic club presented Muhammad Ali with a trophy and told him that anytime he came to Saudi Arabia he had a home. "Thank you," he



...and at First African Arabians Corporation press conference with Prince Mohammed Al Saud, Muhammad Ali at his right, Prince Abdullah Al Saud at his left.

replied in that smoky voice. "I can never tell when I'm gonna have to find another home." It was one of many laughs Muhammad Ali would squeeze out of the press.

Then the questions. The reporters wanted to know what this whole conference was about. They wanted to know what Muhammad Ali was doing here. They wanted to know when he would retire. They wanted to know what the First African Arabians Corporation was.

And this is what they found out. This company is three years old. The parent company is in Saudi Arabia, not in any

based on Ali not fighting anymore. Ali Mansour said Muhammad Ali could do whatever he wanted. He said, "The First African Arabians Corporation would like to say to him, 'We are building the biggest retirement so you don't have to do anything but what you want. Because you have paid your dues. You have done enough for the world. Now let us prove what we can do to enable the world to appreciate what you've done.'"

And what would Ali do for the corporation? "If my name will be helpful, we'll use the name. If it takes a personal appearance, what-

## "Al Mansour described the partnership between Saudi princes and Muhammad Ali."

comes back to boxing. He's like some kind of flight spider who's always weaving those ropes around a ring, always getting you entwined with his career, and once he has you in the ring, he taunts and jests.

"Will the First African Arabians Corporation do business with Israel?" a reporter asked. "Beg your pardon," Al Mansour said.

"Don't ask that touchy question," Muhammad Ali said. "Jews own this hotel."

So the reporter asked again. And Ali Mansour said, "Our corporation is a multinational corporation and we'll do business with anyone and anybody in the world as long as they do not contribute to Zionism."

Muhammad Ali shifted his shoulders and said, "He said it, not me, now."

A little later, Ali said about this corporation, "They had to convince me they had a good deal. Lately I haven't found no good deals. Any kind of deals, haven't found no good deals. I said, 'You show me some real sheikhs, real Arab brothers and they really have a press conference, put their names and everything on the line, say we are investing and we are serious, then I'll believe you.' So this whole thing was set up to show me that this isn't a lot of haphazard talk, so called Big Deal Talk. Everybody is here. Now you've won my support and belief."

...way connected to the Saudi government. The company puts people with a product in touch with people looking for a product.

"In the state of Michigan," Al Mansour said, "there's a corporation known as Champ Enterprises. They have developed a Champ soda... we have specific offers from Egypt to put in three bottling plants that will be in excess of \$10 million."

"We have another offer from Dupont Corporation. They are interested and planning to extend their manufacturing plants throughout the world. We talked how best to penetrate the Middle East and Africa. I suggested it might be worth their while to see if (Muhammad Ali) would be interested in having his picture on every can of paint throughout the world. This is now being discussed...."

There was talk of a Chrysler car that would be suitable for the desert; there was talk of Chrysler and FAAC working together; there was talk of Japanese and Korean construction companies wanting to build in Saudi Arabia (matches made through FAAC). Someone then produced a bottle of Champ soda — no preservatives — and Muhammad Ali, the ever truthful, ever mugging kid, said, "I never tasted it before," and tasted it. He made a face and said, "Tastes good."

A reporter asked Ali, "What have you really learned from your losses? I mean, inside?"

"I'm not here to talk about my fights."

Sennese asked if this corporation was

ever we can do. I see people promoting wine on television. Shaving cream. This is a world where celebrities are used to promote items. You see, there's another world. The Third World. The African world, the Arabian world, all kinds of worlds where I'm like Charlton Heston. I'm their John Wayne. I'm their Spiderman. I'm their Superman. This color and this hair does pretty good over there."

Muhammad Ali was coming alive. His mind was dancing. He looked to the left and right, at the people sitting on the dais, at the people standing behind them; two rows of well-dressed businessmen.

Muhammad Ali pointed to his left. "Where you from, brother?"

"Saudi Arabia."

Muhammad Ali made a broad, comic, unbelieving face and said, "I thought he was from Harlem. Saudi Arabia? Would you believe that? They ain't nothin' but us... this is a great day. Our grandmothers and grandfathers died in slavery. Now today people all over the world are recognizing each other as long lost brothers and coming together. So my coming into the scene, my little talkin' and my little boxin' and my change of religion just timed so perfectly." People applauded. "That's why I must return. We got to get Spinks because he's too ugly. Ain't got no teeth. How did he whup me?"

Muhammad Ali can be serious and politic for so long. He must have terrible temptations to be comic in front of crowds. And he always

Al Mansour introduced everyone there, thanked the press for coming, and told them he knew they would be fair and objective.

"If you don't," Muhammad Ali warned the press, "I know where you live. We have a committee that'll burn your house down."

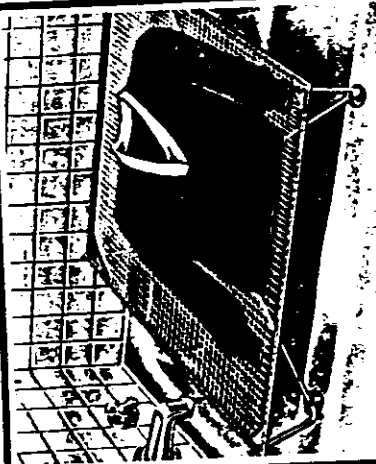
Khalid Abdullah Tariq Al Mansour, international broker, lives in San Francisco. His law offices are in the financial district. When he finally decided to take an Islamic name, when he was still Don Warden, he told his radio listeners to call in and tell him what name he should have. He wrote his friends and asked them what name he should have. It was important that the name mean something.

His father was a Muslim and he told his son, "Someday you'll be able to choose your Islamic name." His father was born in Louisville and raised his family, a wife and twelve kids, in Pennsylvania. His father and Maile Sciascic look like twins.

"My father," Al Mansour said in his law office, three weeks after the press conference, "built a house in the woods. My father got a piece of land, in the woods in Pittsburgh. You had to go over big hills to get there. He had a fifth grade education. He read a book on how to design and build houses and he did it. He didn't have enough to hire an architect. They called them house designers in those days. He designed and built the house himself. It took him twenty years. Had two jobs sometimes. Twelve kids. Unbelievable, I don't know how

continued





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## People continued

he did it. Sometimes he traveled seven miles on a trolley to work fifteen minutes on the house.

"To me it would be easier to say, 'No sense going all that distance for fifteen minutes.' By the time I changed clothes it would be time to leave. He said, 'It's the fifteen minutes that adds up to the hours.'

"That community developed. We ended up as the only black family. Everyone else was white. I didn't visualize myself as black. I knew I wasn't white. It wasn't until grade school and high school that members of the community started to say, 'With all the opportunities you had you'll be a tremendous leader to your race.' I didn't understand what they were talking about."

In one small room of the law offices, faces of rich people hang on a wall. Al Mansour described them as one of the richest men in Brazil, one of the richest men in Mexico, the son of the richest men in Saudi Arabia. His own office has a picture of his adopted father, Haile Selassie, right over his head, as Al Mansour sits at his

to communicate with blacks."

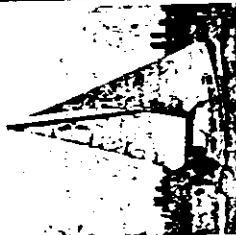
International business is alluring to Al Mansour and to Muhammad Ali for the same reason Islam is alluring. There's more chance of self-worth. They aren't being defined in white America terms. There are no white country clubs to be turned away from in Saudi Arabia. If you have enough money and travel the world, particularly the Third World, you can go anywhere you want. If you have enough money and travel America you're still stopped at the top.

"How did you get involved with all this international business?" I asked him.

"Probably daydreaming. I went to Howard University. That's where I first met foreign students... from Africa, India, the Middle East. It was a shocking experience for me. These guys were setting the standards. They were tough. I said to myself, how could a guy from a little village ever see a chemistry lab, and he's number one in the class? Seeing all this and never having seen blacks before, the effect was explosive in terms of racial pride.

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desk.

His desk is large, flanked by green plants and covered with papers and books. Roots, a biography of Hitler, a book about Saudi Arabia, and a book called *In the Name of Profit*.

"Any person of color," he said, "any kind of minority — Chinese, Indian, West Indian, Japanese — will never be accepted in the United States."

"The repercussions of this creates what we refer to as institutional racism. It doesn't mean that people are put in chains and jail. It does mean that the closer a person gets to moving up economically, the more sensitive he becomes, because social considerations are involved in moving up the corporate ladder." The highest black in America as he looks out would be a very bitter person.

"Before they said, 'The only reason we reject you is the way you act, the way you talk, dress. If somehow you can change that, we'd love to have you.' So you learn to use English fairly well, can dress, can approximate all the characteristics you're supposed to have and you realize this is really not it."

"All my friends were white. So when I saw blacks get on trolleys sometimes, I said, 'Why do they have to act so loud, get off without paying?' These were things never discussed but values shared. I've never had difficulty communicating with the white community. My problem was learning how

"By accident I got a fellowship, an internship to Detroit. Half the students were foreign students. We were there to see how a city operates. We talked theory during the day. At night black guys would come up to white girls at dances and say, 'Come on, baby, let's get it on.' She'd be petrified, scared to death. First time I had a chance to examine some basic values."

Al Mansour was at Howard from 1954 to 1958. I asked him if Martin Luther King was affecting the lives of students.

"Not at Howard. The students were middle class. In a vague way, maybe, we were glad he was doing it. There were strange, small rumblings of Malcolm X. Students were saying, 'No one takes me seriously and there's nothing to affirm my identity.' Malcolm lashed out and said, 'While people, you're devils,' and they loved it. They weren't going to join a mosque, but it was something. He was saying, 'While people, you should take notice.' That appealed to them, to blacks on campus."

"When I came out of law school (U.C. Berkeley) I formed a group, Afro-American Association, with Willie Brown, Ron Dellums, most of the so-called successful young blacks in this area. We met on Sundays and read books. If you can conceive, of thirty, forty blacks sitting on a sunny afternoon talking about existentialism. We

**"International business is alluring to Al Mansour and to Muhammad Ali for the same reason Islam is alluring. They aren't defined in white America terms."**

were growing, developing mentally."

The group also went into the community, preaching self-help, promoting self-image, telling blacks not to rely on whites for everything. Not everyone was responsive to the street talks. "Why do you call us black?" some wanted to know. "We're brown, not black."

One man pulled a knife on Al Mansour and said, "If you call me black one more time I'm gonna kill you." You learn to respond fast in the streets.

He was also practicing law. "People came to me, who would normally go to a public defender. People weren't willing to gamble their lives on me in courtrooms. You end up doing traffic tickets, things like that. The general view is, a white lawyer is better because a majority of the jury will be white. I was running around from courtroom to courtroom and back to my office. Thirty people would be sitting there need-

within a week I was well. The doctors now look at the scar tissue and can't explain it.

"I set up an office. Nkrumah said, 'I'll pay the rent if you represent us free.'"

So Al Mansour traveled around Africa, meeting heads of state, Selassie in Ethiopia, Tubman in Liberia. A group of leftist American blacks in Ghana were making it hard for Al Mansour because they thought he was a capitalist, which he is. He came back to America and learned about American business from a group of promoters in Texas who thought he'd be useful in teaching them how to deal with blacks.

Eventually they adopted him, like Selassie adopted him, like Nkrumah adopted him, like the Saudis would eventually adopt him. There's something about him, integrity, warmth, something he has softens people in power.

He met the Saudis casually at first,



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ing help. I was doing the radio show. I was giving lectures for the Afro-American Association. I went to nightclubs three nights a week. I was building a liaison with the ghetto. I didn't drink or smoke. I was promoting dances with Ike and Tina Turner and James Brown. We brought Muhammad Ali here in 1964. Gave him \$800, which was all the money I saved in my life. I wanted him to come to McClintons high school to tell kids to stay in school. He wasn't champ then. He said, 'I'm sorry to take this \$800, but I'm gonna be champion so when I become champ, I'll do...'

Al Mansour was tacking up posters on the street, telling about Muhammad Ali's school visit, when he passed out.

He had double pneumonia for the second time. His bronchial tubes were all scarred up. Fluid was seeping through. The doctors told him he was finished.

"So I decided to go to Africa to die. The Bank of America loaned me the money. I wrote Prime Minister Nkrumah (in Ghana) and I walked into his office and said, 'I'm here. I'm gonna die and I want to talk to you.'"

"He asked me what I wanted. I told him I wanted to put up an office there so I could 'stay.' Before I did, I had an office in Africa. Each day it was becoming more difficult to breathe.

...In Africa, I can't explain it.

through basketball games, and eventually the meetings became more substantial when he filed lawsuits against the anti-Arab boycott. He became an expert in anti-Arab boycott laws and something of a hero to Saudi Arabians. He wrote articles for Saudi Arabian magazines. He wrote about education and art and industry and career planning and the American dollar. He wrote an article that told the Saudis, if your kids come to the states don't let them become playboys.

"These people brought me into their families... one prince told me one time I could buy him a car for his brother. We went out looking. The car cost \$30,000.

...I said, 'Buy him one for \$18,000 and next year get the \$30,000 car.'

"No, the car's nice."

"It's nice, but it's thirty grand."

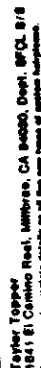
"You take the car."

**"And he just gave me the car."**

“Has the American government been interested in your dealings in Saudi Arabia?”

"I think the American government is taking a position of wait and see. If this guy is really interested in money only, we don't care. But if he's going to mount an Islamic movement and he has the resources to attract a big movement in America, they'll probably tap my phone and get closer. They'll have to ask a question: 'Is he a threat?' "

material that lasts every bit as long as nature's year on earth. The effect is as good looking as you won't believe it. They're cool, clean and comfortable to wear. Absolutely secure, and in a range of prices that makes sense to anyone who wants to improve his appearance. For details, just clip the coupon and mail it today. You don't have to look bad anymore — if you don't want to.



**CONTRACTING OFFICES IN COUNTRY ARE TO BE OPENED SOON AFTER**

1990-1991	1991-1992	1992-1993	1993-1994	1994-1995	1995-1996	1996-1997	1997-1998	1998-1999	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037	2037-2038	2038-2039	2039-2040	2040-2041	2041-2042	2042-2043	2043-2044	2044-2045	2045-2046	2046-2047	2047-2048	2048-2049	2049-2050	2050-2051	2051-2052	2052-2053	2053-2054	2054-2055	2055-2056	2056-2057	2057-2058	2058-2059	2059-2060	2060-2061	2061-2062	2062-2063	2063-2064	2064-2065	2065-2066	2066-2067	2067-2068	2068-2069	2069-2070	2070-2071	2071-2072	2072-2073	2073-2074	2074-2075	2075-2076	2076-2077	2077-2078	2078-2079	2079-2080	2080-2081	2081-2082	2082-2083	2083-2084	2084-2085	2085-2086	2086-2087	2087-2088	2088-2089	2089-2090	2090-2091	2091-2092	2092-2093	2093-2094	2094-2095	2095-2096	2096-2097	2097-2098	2098-2099	2099-2100	2100-2101	2101-2102	2102-2103	2103-2104	2104-2105	2105-2106	2106-2107	2107-2108	2108-2109	2109-2110	2110-2111	2111-2112	2112-2113	2113-2114	2114-2115	2115-2116	2116-2117	2117-2118	2118-2119	2119-2120	2120-2121	2121-2122	2122-2123	2123-2124	2124-2125	2125-2126	2126-2127	2127-2128	2128-2129	2129-2130	2130-2131	2131-2132	2132-2133	2133-2134	2134-2135	2135-2136	2136-2137	2137-2138	2138-2139	2139-2140	2140-2141	2141-2142	2142-2143	2143-2144	2144-2145	2145-2146	2146-2147	2147-2148	2148-2149	2149-2150	2150-2151	2151-2152	2152-2153	2153-2154	2154-2155	2155-2156	2156-2157	2157-2158	2158-2159	2159-2160	2160-2161	2161-2162	2162-2163	2163-2164	2164-2165	2165-2166	2166-2167	2167-2168	2168-2169	2169-2170	2170-2171	2171-2172	2172-2173	2173-2174	2174-2175	2175-2176	2176-2177	2177-2178	2178-2179	2179-2180	2180-2181	2181-2182	2182-2183	2183-2184	2184-2185	2185-2186	2186-2187	2187-2188	2188-2189	2189-2190	2190-2191	2191-2192	2192-2193	2193-2194	2194-2195	2195-2196	2196-2197	2197-2198	2198-2199	2199-2200	2200-2201	2201-2202	2202-2203	2203-2204	2204-2205	2205-2206	2206-2207	2207-2208	2208-2209	2209-2210	2210-2211	2211-2212	2212-2213	2213-2214	2214-2215	2215-2216	2216-2217	2217-2218	2218-2219	2219-2220	2220-2221	2221-2222	2222-2223	2223-2224	2224-2225	2225-2226	2226-2227	2227-2228	2228-2229	2229-2230	2230-2231	2231-2232	2232-2233	2233-2234	2234-2235	2235-2236	2236-2237	2237-2238	2238-2239	2239-2240	2240-2241	2241-2242	2242-2243	2243-2244	2244-2245	2245-2246	2246-2247	2247-2248	2248-2249	2249-2250	2250-2251	2251-2252	2252-2253	2253-2254	2254-2255	2255-2256	2256-2257	2257-2258	2258-2259	2259-2260	2260-2261	2261-2262	2262-
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**Could an Exercise  
add 11 years  
to your life?**

We can't make that  
claim, of course.  
But we do have  
in the hands  
of recent  
students, the  
man could add  
11 years in  
that life  
expectancy  
(women  
could add  
7 years)  
by ac-  
tively  
living  
well.



...the ... -- including ...  
...the ... This is why  
...of many people depend on  
... Enzyme. Enzyme is the most  
... equipment available. That of  
... by a ...

**Advance Fitness Equipment**  
84-000 883-5293

700 Grandview Drive

**So. San Francisco, CA 94080**

—

—

**THE**

— 100 —

● 2010年10月1日起，凡在中华人民共和国境内销售货物或者提供加工、修理修配劳务以及进口货物的单位和个人，均应按照《中华人民共和国增值税暂行条例》及实施细则缴纳增值税。

10-11-68

CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION

SAN FRANCISCO WATER DEPARTMENT

425 MARKET STREET  
SAN FRANCISCO, CALIFORNIA 94101

June 16, 1978

COMMERCIAL DIVISION

Telephone 531-4541

NAME: James Edwards

ADDRESS: 2708 21st St.

CITY San Francisco, CA 94110

Re: A/C # 052-3310-2

Serv. Add. 2708 21st St.

Our records show a credit on your closed account for service to the above address.

If you will confirm your present mailing address by signing and returning this letter, we will transfer the credit to your open account, if you have one, or we will be pleased to send you a check.

Very truly yours,

SAN FRANCISCO WATER DEPARTMENT  
CONSUMER ACCOUNTS

c/o P.O. Box 15156  
San Francisco, California 94115

B5b(62)

CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITY COMMISSION

**SAN FRANCISCO WATER DEPARTMENT**

425 MARKET STREET  
SAN FRANCISCO, CALIFORNIA 94101

June 16, 1978

COMMERCIAL DIVISION

TELEPHONE 548-4941

NAME: James Edwards

ADDRESS: 2704 21st St.

CITY San Francisco, CA 94110

Re: A/C # 052-3300-2

Serv. Add. 2704 21st St.

Our records show a credit on your closed account for service to the above address.

If you will confirm your present mailing address by signing and returning this letter, we will transfer the credit to your open account, if you have one, or we will be pleased to send you a check.

Very truly yours,

SAN FRANCISCO WATER DEPARTMENT  
CONSUMER ACCOUNTS

c/o P.O. Box 15156  
San Francisco, California 94115

B5b(671)

Note Item 17 -

the original letters  
are in this packet -

they should be signed  
& returned to June by  
mail

~~056/11~~

1. Apostolic Corp. - we had received the notice from Franchise Tax Board asking about 1977 tax return, and Mildred said talk to Bentzman about it. He said: he recommends that the president of the corporation close the bank accounts, withdraw the \$, and dissolve the corporation formally. He said that the 1977 income tax return should be filed. There might be a qualified allowable excuse for the delay in that the records are not here. But he says this should not be neglected - it should be resolved and taken care of soon. He said we should anticipate an IRS inquiry also, like the Franchise Tax Board notice, since no tax returns were filed. There is a double penalty - for not filing, which is the stiffer one; and for not paying tax. In the mail this week from Maria in Georgetown I received back checks we had sent over for endorsement which are refunds from US Treasury and Franchise Tax Board - copies attached - with the note that a letter needs to be written asking that these checks be reissued in the name of the president of the corporation, because it has been dissolved, and include the corporate resolution. That's fine and dandy, but there is no corporate resolution, and if there were one, it would have to be drawn up over there since the corporate officers are over there. As far as considering dissolution, Sarah and Chet studied this for weeks last year. As far as filing the 1977 return, you have all the records over there, so someone over there is going to have to deal with this.
2. Air compressor suit - attached is copy of complaint filed against Peoples Temple by Snyder. Bentzman is having law student research the complaint to see if it's worth our time and investment re fighting back. He thinks \$1000 in legal fees is a long shot and estimates not more than \$500. Snyder's attorney called Charles Garry, who told him that Bentzman would accept service for us and asked that he send Bentzman the papers. Bentzman is holding the complaint and acknowledgment of service, and will not accept service until he is sure that it is worth pursuing. Once he accepts service, that starts the time running; if he finds it is not worth pursuing legally, and he doesn't accept service and we instead ignore it and let Snyder have the compressor, then we don't get stuck with paying Snyder's legal fees. So says Bentzman.
3. Willits fuel tanks - it occurs to me, and I bet you have probably been trying to tell us this - even if Peters tried to sue for the contract \$ - who would he sue? The tanks belong to Danny Kutulas. The payments stopped on the rental when Danny went overseas. There is no proof that we own the tanks; we never did, they were always owned by Danny. The assignment from Danny to Janaros was never finalized so for public record, Danny is the owner. P.R. wise, we come out rotten, but we don't have to pay anything. Peters is stuck with the tanks. I would agree that we should leave this one alone for good.

B5b(7a)

Bentzman

4. Janaro/ranch tax audit - ~~hm~~/recommends that Claire put in writing in a letter to Franchise Tax Board that her husband who deals with the bookwork is out of the country, that he has the records and is working on putting them together, and if they want any further information, she can forward their questions on to him in the mail. She should request some more months extension of time to get the stuff together. This will be done. The question is, is Richard or Harold or someone working on this??? Are we going to get anything back? It's been months now with no explanation.
5. IRS audit of PT - Bentzman has received nothing further from them. He will continue to send in his monthly letters itemizing PT harassment. He plans to write FCC on our behalf under FOIA looking into Senator Goldwater inquiry - he thinks that attorney writing for us would get better results than we writing as individuals. We gave him the attached affidavit of Tom and Hattie as evidence of the post office stopping our mail.
6. Attached is a report written by Bonnie Beck last week concerning the status of selling RWV properties. No. 1 and 2 concern the church and parsonage; no. 3 is the ranch. The whole thing speaks for itself.
6. Attached is copy of letter I sent to Henry Gross, attorney for Washington Sanders' nephew, who said he would do court appearance and paper work for us to terminate conservatorship of Washington. We figure we'll send the bill to the nephew. After Washington's overseas, of course.
7. Attached is copy of letter received from Press Democrat lawyer asking for extension of time in which to print retraction. The time's up; they have not printed retraction yet. They did print an article but it was not on the editorial page and it was not in retraction of the first - it was sort of a disclaimer of the reward advertisement we ran in the paper. Charles told us today he had heard nothing further from PD; he would not call them til next week. He said he would call their attorneys then if no article yet.
8. Attached is copy of letter sent to Skip Roberts asking for details re investigation to be sent to Charles. He had me sign it for him.
9. Attached is copy of Charles' letter to Mingo re Gordon Lindsay. You may already have a copy; I'm sending just in case.
10. Attached is copy of telegram sent by Charles last week to LA district attorney. Instructions received over radio tonight to send another one.
11. Jewel Runnels and Jossie Chamblis, communal seniors, received notices and applications for food stamps. The policy up to now has been not to take food stamps. Should this be changed? I would say no, myself, since we supply all of their food, and Joseie is extremely difficult person to deal with, as far as what she tells people. Jewel would not be so difficult, but in terms of time, I don't think it would be worth the hassle with welfare. James would like an answer on this.

B5b(78)

12. Frank Garcia, Avis's brother, gets out of jail this month, and will be on parole. He plans to stay with his mother in LA til he can arrange to be transferred to SF and stay with a member here. Avis should write to him.
13. Vincent Lopez - I received the affidavit from Chet, but 8R1 had not notarized it. So it has to be returned to 8R1 and hopefully they will notarize it and return it to me. The hearing is September 20. Herndon will need to have it well before that so he can submit it to the court.
14. Attached is an interesting article about Don Warden, attorney for the Oliver parents. In this past Sunday's Examiner
15. Ulich and Berneda Richmond, see law office report #32, item 3, for reference. Last week Ulich came by the church late at night and left a letter, which says: "will you please help us; we need your help bad; Friday 7/21/78 the American Savings and Loan Co. will foreclose on our house. We give the cause this home when Father was here in the body. But he told the board that night to let us stay in it. We paid the Note every month until 2/1/78 and we couldn't pay because we lost our business. Enclosed you will find the letter Hud's turned us down and American Savings called this morning and told us they had got this same letter from Hud, and give us until Friday to have the back notes or they will foreclose. Father told us before he left soon as he sell that place him and the family would loan us \$4000, but we would be happy if you all just loan us \$1254.97. That will pay the late charges too..." ~~This is~~ This is the first any of us here have heard mention of any promise of \$4000.
16. When we talked to Charles about transferring title on properties to his firms name, (see law office report #35, item 9), he asked for the attached agreement to be drawn up. Later the decision was not to put the property in the firm's name, and he said it would not be necessary to draw up the agreement. But later after that when we again got directions to talk about putting property in his name, (the ranch), he said he didnt want any deeds tying up the property in his firms name because they didn't want to tangle with capital gains tax, and instead he would only take a promissory note and mortgage. Following is the wording of the agreement that he proposed in the first place, which we figure he will want again if we push for putting the property in firm name. We didnt press it yet because obviously we want to record the deed in his firm name to escape the threat of attachment. "This agreement of employment between GDB... and Peoples Temple is for the purpose of securing the heavy deluge of legal work. It is contemplated that fees will be in excess of \$400,000. It is necessary that these contemplated fees be secured. Therefore, PT agrees to mortgage or give security of the above amount."

B5b(7c)

17. James and Irene Edwards, refund from SF Water Department - please have both of them sign the attached original letter from the Water Department and return it to us as soon as possible in the mail.
18. Richard Parr & Donna Stanfield - about 2 weeks ago Richard Parr asked me if people asked for their deeds back, do we return them? Considering the source, I said, yes, of course. This week he came to me and asked for his deed back and Donna Stanfields; then he had Donna Stanfield come to me and ask for her deed back personally. We stalled for a couple of days. I had no problem with returning his; he had given us a deed written in handwriting, with no property description, no date and no notary, and it was written by him. So he was being returned his own ~~xxxxxxx~~ rough draft deed. But Donna Stanfield's deed was an official grant deed, notarized by James, in which she deeded her property over to Peoples Temple and named the grantee and the grantor. It was never recorded, and I didnt want to give it to her now bacuase she could always take it in and record it and we would be stuck with her property, which is in Moss Beach. But then Mildred suggested we talk to Charles. Well, Charles doesnt like to deal with small stuff like this so I asked Bentzman, who suggested I just line through the ded where it says PT and write VOID on the face of the deed - no recorder's office would accept it that way. Simple... so I did it and returned both to Parr. Dont know why Parr wants his papers back; he also asked for and received his passport last week from James. I talked to Mrs. Standfield; it turned out she had already sold her house anyway.

B5b(7d)

856 (7c)



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
SACRAMENTO, CALIFORNIA 95837  
(800) 852 7050

726:LN:dw  
NOTICE OF ACTION ON  
CANCELLATION, CREDIT, OR REFUND

7640110 AC5\*\*

DATE 05 31 78  
CLAIM NUMBER  
DATE OF CLAIM  
AMOUNT CLAIMED \$  
INCOME YEAR ENDED 01 31 77  
STATUTE

APOSTOLIC CORPORATION  
P. O. Box 15156  
San Francisco, CA 94115

Refund is due to a duplicate collection of the amount due for  
income year ended 06 76.

Serial No.	Date	PREVIOUSLY ASSESSED					Payments
		Tax/Fee	Prof. Tax	Penalty	Interest		
206626	08 15 77	\$	\$	\$	\$ 5.63	\$	280.83
Pen Pmt	09 02 77			11.04			
255577	09 29 77				0.12		243.93

Total	\$	\$	\$ 11.04	\$ 5.75	\$ 524.76
Revised liability	\$ 280.83	\$	\$ 11.04	\$ 5.75	\$ 300.62
Cancellation	\$ 0.00	\$	\$ 0.00	\$ 0.00	
Overpayment					\$ 224.14
Interest allowed	\$				\$ 16.81
Total amount due taxpayer					\$ 240.95
Amount credited against liability due:					
	\$				
	\$				
Amount to be refunded					\$ 0.00
					\$ 240.95

YOUR RETURN REMAINS SUBJECT TO AUDIT.

The amount to be credited or refunded is being recommended for approval as required by the Revenue and Taxation Code. When and if approved a warrant will be drawn and forwarded to you from the office of the State Controller for the amount subject to refund.

An appeal may be filed with the State Board of Equalization. See reverse side for appeal procedure.

Internal Revenue  
Service Center

P.O. BOX 12586  
FRESNO, CA. 93778

05 942333410 02 7612 670 7739

APCSJOLIC CORPORATION  
PO BOX 15156  
SAN FRANCISCO, CA 94115

Date of This Notice

OCT. 10, 1977

Employer Identification Number

94-2333410 05

Document Locator Number

94310-235-40000-7

Form Number Tax Period Ended

1120 DEC. 31, 1976

Balance Is Due By

161

9401

If you inquire about  
your account, please  
refer to these num-  
bers or attach this  
notice

OCT. 20, 1977

CORPORATION INCOME TAX

Tax Statement

Total Tax on Return	\$	624.07
Total Credits		624.07
Plus Penalty*		159.14
Plus Interest*		18.44
Balance Due IRS	\$	177.58

Subtract Payments

We Haven't Included

Pay Adjusted

Balance Due

PERALITIES: 01...5156.02 07.....53.12

\*See these code numbers  
on the back for  
an explanation of  
penalty or interest  
charges.

01-C7-09

FORM 1122 (Rev. 11-76)

Request for Payment

The statement at the right shows that a payment is due on your account. Please make the payment by the due date shown above.

If our statement does not agree with your records, the information on the back of this notice will tell you what to do.

If we included any penalty or interest charges, an explanation will be found on the back. (Code numbers in the box at lower right will guide you to the explanations which apply.)

Make your check or money order payable to Internal Revenue Service for the adjusted balance due. Please show your employer identification number on your payment and mail it with this notice in the envelope enclosed for your convenience.

Thank you for your cooperation.

PLEASE ATTACH CHECK OR MONEY ORDER HERE

05

41998

VERIFICATION STUD  
#94-2333410 05

No. 0271 41998

DATE February 1, 1978

AMOUNT \$ 177.58

CASHIER'S CHECK

DRAWN ON

Fillmore Post Office  
Bank of America

MAILED BY

FILLMORE POST OFFICE

Bank of America

NATIONAL TRUST ASSOCIATION  
SAN FRANCISCO, CALIFORNIA

INTERNAL REVENUE SERVICE

Bank of America 177.58

10 05

CASHIER'S CHECK

998 11210 00910 0271 05100

No. 0271 41998

DATE February 1, 1978 11:04

1210

177.58

85b(7g)

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
SACRAMENTO CA 95657



## NOTICE OF BALANCE DUE

Date: 09/09/77

Income Year Ended: 06/30/76

APOSTOLIC CORPORATION

Corporate No.: 7640140 AC5\*\*

P O BOX 15156  
SAN FRANCISCO CA 94115

Balance Due: \$223.52

YOU HAVE AN UNPAID LIABILITY FOR THE INCOME YEAR ENDED 06/30/76. YOU SHOULD RESOLVE THIS MATTER NOW BY PROMPT PAYMENT. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS. THE BALANCE DUE IS AS FOLLOWS.

### SUMMARY OF BALANCE DUE

TRANSACTION DESCRIPTION	TRANS. DATE	CHARGES	CREDITS	BALANCE
SUPPLEMENT TAX	09/18/77	\$200.00		\$200.00
			INTEREST TO DATE	\$23.52
			PAY THIS AMOUNT	\$223.52
ADDITIONAL INTEREST ACCRUES AT \$ .0657 A DAY FROM THE DATE OF THIS NOTICE				

VERIFICATION STUD

No. 0271 41523

TE. 00000000

AMOUNT \$ \*\*223.52\*\*

CASHIER'S CHECK

DRAWN ON  
Franchise Tax Office

Bank of America

FRANCHISE TAX BOARD

Corp 7640140 AC5

DATE: 09/09/77

TIME: 1:00 PM

050

to be made payable to the Franchise Tax Board. Please return one copy of this notice with your payment. The annual interest rate is 12%.

REVERSE SIDE FOR EXPLANATION OF TRANSACTION DESCRIPTION

85b(7h)

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
SACRAMENTO CA 95857



## NOTICE OF BALANCE DUE

Date: 10/21/77

Income Year Ended: 06/30/76

APOSTOLIC CORPORATION

Corporate No.: 7640140 AC5\*\*

P O BOX 15156  
SAN FRANCISCO CA 94115

Balance Due: \$226.28

OUR PREVIOUS NOTICE REQUESTED PAYMENT OF THE LIABILITY FOR THE INCOME YEAR ENDED 06/30/76. FULL PAYMENT HAS NOT BEEN RECEIVED. WE URGE YOU TO PAY THE FOLLOWING BALANCE DUE PROMPTLY TO AVOID FURTHER ACTION.

### SUMMARY OF BALANCE DUE

TRANSACTION DESCRIPTION	TRANS. DATE	CHARGES	CREDITS	BALANCE
SUPPLEMENT TAX	08/10/77	\$200.00		\$200.00
			INTEREST TO DATE	\$26.28
			PAY THIS AMOUNT	\$226.28
ADDITIONAL INTEREST ACCRUES AT \$ .0657 A DAY FROM THE DATE OF THIS NOTICE				

TAXPAYER SERVICE  
TELEPHONE (800) 552-7030

Checks and money orders should be made payable to the Franchise Tax Board. Please return one copy of this notice with your payment in the enclosed envelope. The annual interest rate is 12%.

FTB 53474 (5-77)

SEE REVERSE SIDE FOR EXPLANATION OF TRANSACTION DESCRIPTION

BSb(71)

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
SACRAMENTO, CALIFORNIA 95867



October 13, 1977

In reply refer to  
342:RTP:JJ:wh

Apostolic Corporation  
P. O. Box 15156  
San Francisco, CA 94115

Corporate Number 7640140

Enclosed is a tax clearance certificate valid to December 15, 1977. A copy has been forwarded to the Office of the Secretary of State today.

An inquiry should be directed to the Office of the Secretary of State, Sacramento, CA 95814, as to the necessary action to be taken to dissolve. Such proceedings are a function of that office.

*J. J.*  
Tax Auditor  
Tax Clearance Unit  
Telephone (916) 355-0255  
P. O. Box 1468  
Sacramento, CA 95807

Enc.

B5b(7J)

NEWELL RAWLES (1908-1978)  
DONALD S. HINKLE  
PATRICK M. FINNEGAN  
JARED S. CARTER  
JAMES R. MAYO

LAW OFFICES OF  
RAWLES, HINKLE, FINNEGAN & CARTER  
280 WEST STANLEY STREET  
POST OFFICE BOX 780  
UNION, CALIFORNIA 95482  
(707) 482-6224

July 26, 1978

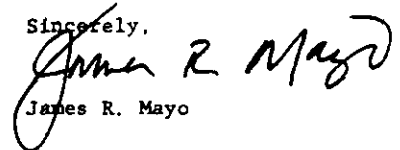
Mr. Marshall Bentzman  
1256 Market Street  
San Francisco, CA 94102

Re: Snyder v. People's Temple

Dear Mr. Bentzman:

Pursuant to my conversation with Charles Garry on July 26, 1978, I understand that you will accept service on behalf of People's Temple. Enclosed is a copy of the summons and complaint in this matter, along with a notice and acknowledgment of receipt. Please sign the notice where indicated and return the same to this office.

Sincerely,

  
James R. Mayo

JRM:jw  
encs.

B5b (7K)

NAME AND ADDRESS OF SENDER Rawles, Hinkle, Finnegan & Carter P. O. Box 720 Ukiah, CA 95482		TELEPHONE NO.	For Court Use Only
Insert Name of Court, judicial district or branch court, if any, and Post Office and Street Address SUPERIOR COURT FOR THE STATE OF CALIFORNIA COUNTY OF MENDOCINO Courthouse - State and Perkins Streets Ukiah, CA 95482			
PLAINTIFF ROBERT L. SNYDER and MARY E. SNYDER			
DEFENDANT PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST and DOES I through X			
NOTICE AND ACKNOWLEDGMENT OF RECEIPT			Case Number 40049

TO PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST  
(Insert name of individual being served)

This summons and other document(s) indicated below are being served pursuant to Section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it to me within 20 days may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. Section 415.30 provides that this summons and other document(s) are deemed served on the date you sign the Acknowledgment of Receipt below, if you return this form to me.

Dated July 26, 1978

*James R. Mayo*  
JAMES R. MAYO (Type name of sender)

#### ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of: (To be completed by sender before mailing)

- 1 ☒ A copy of the summons and of the complaint
- 2 ☐ A copy of the summons and of the Petition (Marriage) and
  - ☐ Blank Confidential Counseling Statement (Marriage)
  - ☐ Order to Show Cause (Marriage)
  - ☐ Blank Responsive Declaration
  - ☐ Blank Financial Declaration
  - ☐ Other (Specify)

(To be completed by recipient)

Date of receipt

(Signature of person acknowledging receipt, with title if acknowledgment is made on behalf of another person)

Date this form is signed

(Type or print your name and name of entity, if any, on whose behalf this form is signed)

NAME AND ADDRESS OF ATTORNEY Rawles, Hinkle, Finnegan & Carter P. O. Box 720 Ukiah, CA 95482 ATTORNEY FOR Plaintiffs		TELEPHONE NO.	FOR COURT USE ONLY
Insert name of court, judicial district or branch court, if any, and Post Office and Street Address SUPERIOR COURT FOR THE STATE OF CALIFORNIA COUNTY OF MENDOCINO Courthouse, Ukiah, CA 95482			
PLAINTIFF ROBERT L. SNYDER and MARY E. SNYDER			
DEFENDANT PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST and DOES I through X			
SUMMONS		CASE NUMBER 40049	

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

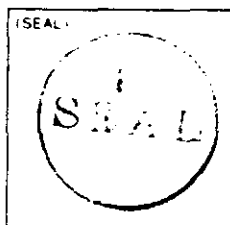
¡AVISO! Usted ha sido demandado. El Tribunal puede decidir contra Ud. sin oírle si no menos que Ud. responde dentro de 30 días. Lea la información que sigue.

- 1 TO THE DEFENDANT: A civil complaint has been filed by the plaintiff against you. (See footnote\*)
- a If you wish to defend this lawsuit, you must, within 30 days after this summons is served on you, file with this court a written pleading in response to the complaint. (If a Justice Court, you must file with the court a written pleading or cause an oral pleading to be entered in the docket.) Unless you do so, your default will be entered upon application of the plaintiff, and this court may enter a judgment against you for the relief demanded in the complaint, which could result in garnishment of wages, taking of money or property or other relief from you in the complaint.
  - b If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be filed on time.

VIOLA N. RICHARDSON

DATED June 27, 1978

Clerk, By MARY GILLEY, ASST. CO. CLERK, D. Dist.



2 NOTICE TO THE PERSON SERVED: You are served

- a ☐ As an individual defendant
- b ☐ As the person sued under the fictitious name of
- c ☐ On behalf of People's Temple of the Disciples of Christ
- Under ☐ CCP 416 10 (Corporation) ☐ CCP 416 60 (Minor)
- ☐ CCP 416 20 (Defunct Corporation) ☐ CCP 416 70 (Incompetent)
- ☐ CCP 416 40 (Association or Partnership) ☐ CCP 416 90 (Individual)
- ☐ Other
- d ☐ By personal delivery on (Date)

\*The word "complaint" includes cross-complaint; plaintiff includes cross-complainant; defendant includes cross-defendant; singular includes the plural and masculine includes feminine and neuter. A written pleading including an answer, demurrer, etc. must be in the form required by the California Rules of Court. Your original pleading must be filed in this court with proper filing fees and proof that a copy thereof was served on each plaintiff, attorney and on each plaintiff not represented by an attorney. The time when a summons is deemed served on a party may vary depending on the method of service. For example, see CCP 413 10 through 415 40.

Form Adopted by Rule 982 of The Judicial Council of California Revised Effective January 1, 1977

(See reverse side for Proof of Service)

SUMMONS

B5b(7m)

CCP 412 20 412 30 415 10 415 40

ENDORSED-FILED

22 1978

VIOLA RICHARDSON  
MENDOCINO COUNTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MENDOCINO

ROBERT L. SNYDER and MARY  
L. SNYDER,

Plaintiffs,

v.

PEOPLE'S TEMPLE OF THE  
DISCIPLES OF CHRIST and  
DOES I-X inclusive,

Defendants.

No.

COMPLAINT FOR RECOVERY OF  
PERSONAL PROPERTY AND FOR  
DAMAGES

Plaintiffs allege:

I

Defendant, PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST is,  
and at all times herein mentioned was a non-profit association.

II

The true names or capacities, whether individual, corporate,  
associate or otherwise, of defendants DOES I-X inclusive are  
unknown to plaintiffs, who therefore sue said defendants by such  
fictitious names and the said defendants are sued pursuant to  
the provisions of Section 474 of the Code of Civil Procedure.

III

Plaintiffs are the owners and entitled to immediate possession

OFFICES OF  
WILES HINKLE  
MEGAN &  
ATER  
W. STANDLEY ST  
OFFICE BOX 720  
AM CALIF 95402  
402-6696

1

B5b(8n)

1 of the following described property, to wit: that certain 7 1/2  
2 horsepower "Napa" air compressor, motor number R90806DD731.

3 IV

4 Defendants obtained possession of the above described  
5 personal property by virtue of a written lease entered into  
6 between plaintiffs' predecessor in interest, Jack Cox, and  
7 defendants on October 19, 1977. Said lease was assigned to the  
8 plaintiffs on or about December 15, 1977. A true copy of said  
9 lease is attached hereto and marked Exhibit "A", and incorporated  
10 herein as though set forth at length.

11 V

12 The said lease terminated by its terms on April 19, 1978.  
13 Under the terms of the said lease, defendants became obligated  
14 upon termination of the said lease to return possession of the  
15 leased premises, including the said air compressor, to plaintiffs.  
16 Thereafter and prior to June 17, 1978, defendants vacated the  
17 premises which were the subject of the said lease.

18 VI

19 On or about June 17, 1978, defendants wrongfully and without  
20 plaintiffs' consent and in violation of the terms of the said lease,  
21 entered the premises which were the subject of the said lease,  
22 and removed the said air compressor from the said premises.

23 VII

24 Although plaintiffs have demanded that possession of the said  
25 air compressor be restored to plaintiffs, defendants have refused  
26 and continue to refuse to return the said air compressor to plaintiffs.

1 and defendants continue to wrongfully withhold possession of the  
2 said air compressor from plaintiffs.

3 VIII

4 The said air compressor has a reasonable value of  
5 approximately \$3,000.

6 IX

7 As a direct and consequential result of the unlawful taking  
8 of the said air compressor by defendants, plaintiffs have been  
9 deprived and will continue to be deprived of the use of the said  
10 air compressor and the use of the building in which the said  
11 air compressor was located. All to plaintiffs' damage in an  
12 amount which is presently unknown to plaintiffs.

13 X

14 Paragraph 11 of said lease provides that in the event  
15 litigation between the lessor and lessee relating to the lease,  
16 the prevailing party shall be entitled to a reasonable sum for  
17 attorneys' fees. Plaintiffs are informed and believe and thereon  
18 allege that the reasonable attorneys' fees and court costs that  
19 plaintiffs will incur in this matter will be a sum not less than  
20 \$2,500.

21 WHEREFORE, plaintiffs pray judgment against defendants as  
22 follows:

23 1. For the recovery of the possession of said personal  
24 property or for the sum of \$3,000, the value thereof, in case  
25 delivery cannot be made;

2. For damages for the loss of use of the said air compressor

3.

26 OFFICES OF  
27 WLES HINKLE  
28 INEGAN &  
29 RTER  
30 W STANDLEY ST  
31 OFFICE BOX 720  
32 AN CALIF 95482  
33 482-8894

85b(7n2)

1 and loss of use of the building in which it was located according  
2 to proof;

- 3 3. For costs of suit incurred herein;  
4 4. For reasonable attorneys fees according to proof;  
5 5. For such other and further relief as the court may deem  
6 proper .

7 Dated: June 22, 1978.

8 RAWLES, HINKLE, FINNEGAN & CARTER

9  
10 By James R. Mayo  
11 JAMES R. MAYO  
12 Attorneys for plaintiffs  
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26 OFFICES OF  
27 WLES HINKLE  
28 INEGAN &  
29 RTER  
30 W STANLEY ST  
31 OFFICE BOX 720  
32 AM CALIF 95402  
33 462-6694

LEASE made this 19th day of October, 1977  
between

as "Lessor," Redwood Empire Realty & Investment Company, Inc.  
and

as "Lessee," Peoples Temple of the Disciples of Christ

For and in consideration of the rents, covenants, terms and conditions of the Real Estate Purchase Contract & Deposit Receipt dated September 2, 1977 and Counter Offer dated September 8, 1977 by and between Peoples Temple of the Disciples of Christ and Redwood Empire Realty & Investment Company, Inc., and agreements hereinafter agreed by Lessee to be paid, kept and performed, Lessor leases unto Lessee and Lessee rents from Lessor the following described premises situated in the area of Redwood Valley, County of Mendocino State of California:

That certain 8,000 sq. ft. steel building (Bus Barn) and the land underneath the building together with ingress and egress over the existing driveway. Being a portion of the premises commonly known as 8461 East Road, Redwood Valley, California together with the following equipment: (See attached Exhibit "A")

together with appurtenances for a term of six (6) months commencing on the 19th day of October 1977, and ending on the 19th day of April 1978.

In conformity with the aforesaid Real Estate Purchase Contract and Deposit Receipt and Counter Offer no rental shall be charged or payable for the said six (6) month term.

85b(60)

The premises are leased to Lessee expressly in consideration of the covenants and agreements on Lessee's part hereinafter contained, to-wit:

- Utilities** 1. Lessee shall pay taxes and other charges and at the same time, without previous demand therefor, and in addition thereto shall pay for all water, gas, heat, electricity and power which may be furnished to or used in or about the premises during the term of this lease.
- Holding Over** 2. Should Lessee hold over said premises after this lease has terminated in any manner, such holding over shall be deemed merely a tenancy from month to month and at the rental of \$1,500.00 per month, payable monthly in advance, but otherwise on the same terms and conditions as herein provided.
- Destruction of Premises** 3. In case the premises, or the building in which the same are situated, are totally destroyed by any cause whatever prior to the commencement of or during the term of this lease, then this lease shall thereupon immediately terminate and neither party hereto shall have any further rights or be under any further obligations on account of this lease. ~~NEITHER PARTY SHALL BE RESPONSIBLE FOR THE REPAIR OR REBUILDING OF THE PREMISES OR THE BUILDING IN WHICH THE SAME ARE SITUATED, NOR SHALL ANY PARTY BE RESPONSIBLE FOR THE REPAIR OR REBUILDING OF THE PREMISES OR THE BUILDING IN WHICH THE SAME ARE SITUATED, NOR SHALL ANY PARTY BE RESPONSIBLE FOR THE REPAIR OR REBUILDING OF THE PREMISES OR THE BUILDING IN WHICH THE SAME ARE SITUATED.~~ For the purposes hereof, damage or injury to the extent of 50 per centum of the value of the premises shall constitute a total destruction thereof. In case the premises, or the building in which the same are situated, are partially destroyed by any cause whatever, Lessee with reasonable promptness and dispatch, shall repair and rebuild the same, providing the same can be repaired and rebuilt under State and Municipal laws and regulations within thirty working days, and Lessee shall pay the cost of such repairs and rebuilding. For the purposes hereof, damage or injury which does not amount to 49 per centum of the value of the premises shall be considered as a partial destruction.
- Assignment and Sub-letting** 4. Lessee shall not assign or transfer this lease or any interest therein, nor sub-let the whole or any part of the premises without the written consent of Lessor. Lessee agrees not to make or to suffer to be made any alterations, additions to, or repairs in or upon the premises without having first obtained the consent in writing of Lessor thereto; and Lessee further covenants and agrees that neither this lease nor any interest therein shall be assignable or transferable in any proceedings in execution against Lessee, or in any voluntary or involuntary proceedings in bankruptcy, or insolvency taken by or against Lessee, or by process of any law applying to such proceedings without the written consent of Lessor; and that upon any assignment, sale or transfer of this lease, or any interest therein, by judgment, execution, bankruptcy or insolvency proceedings, or by any process of or operation of any law applying to such proceedings, this lease shall immediately terminate at the option of Lessor.
- Use** 5. The premises are hereby leased to Lessee upon the express condition that Lessee shall use said premises  
Bus Barns, and Maintenance of buses and trucks  
and for no other purpose, without the written consent of Lessor, during the whole term of this lease; and upon the further condition that no goods, merchandise or materials shall be kept, stored or sold in said premises which are in any way hazardous, or which will increase the present rate of fire insurance upon the building of which said premises form a part; and upon the further condition that no auction sale shall be conducted in said premises.
- Repairs and Maintenance** 6. The taking possession of the premises by Lessee shall, in itself, constitute an acknowledgment by Lessee that said premises are in good and tenable condition and Lessee undertakes to maintain all of the premises in a tenable condition as part of the consideration for rental. Lessee agrees at its own cost and expense, during the full term hereof, to keep and maintain the interior of said premises, including plumbing, in good order and repair and in tenable condition, injury thereto or destruction thereof or an act of God excepted; and also during the full term of this lease, at its own cost and expense, to make all repairs and replacements of whatsoever kind or nature, either to the exterior or to the interior of said premises rendered necessary by reason of any negligence or omission of Lessee or its agents, servants or employees.
- Removal of Fixtures** 7. All locks or bolts, alterations or improvements, affixed to or made upon said premises by either of the parties hereto, except movable and unattached partitions and other trade fixtures placed therein by Lessee, shall be and become the property of Lessor, and shall remain upon and be surrendered with the premises as part thereof upon the termination of this lease.
- Windows and Glass** 7. Lessee shall replace at once and at its own cost and expense all show windows or skylight glasses in said premises that may be broken from any cause whatsoever during its occupancy of said premises, breakage by fire, act of God, or of Lessor, its agents or employees excepted; and the said taking possession of said premises by Lessee shall constitute an acknowledgment by Lessee that all show windows and skylight glasses in said premises are unbroken and in good condition at the commencement of this lease. Lessee shall compensate Lessor upon demand for all damage or injury to said premises, or the building of which said premises form a part, by the act or omission of Lessee, its agents or employees, or of any person or persons who may be in or upon said premises with or without the consent of Lessee.
- Hold Harmless** 8. This lease is made upon the express condition that Lessor shall not be liable for any damages or claims for damages by reason of any injury or death to any person or persons while in, upon or in any way connected with said premises, or the sidewalks adjacent thereto, during the occupancy thereof by Lessee; and Lessee further agrees to hold and save Lessor harmless from any and all liability and every and all damages or claims for damages, together with any and all costs and expenses connected therewith, arising out of the injury to or the death of any person or persons in or about, or in any way connected with the premises or the sidewalks adjacent thereto, during the term of this lease.
- Waiver of Damages** 9. Lessee expressly waives all claim against Lessor for damage or injury from any cause whatsoever to any property of any kind, contained in said premises, or for the destruction thereof from any cause.

B56(702)

10. Lessor, or its duly authorized representatives, or agents, may enter upon said premises at any and all reasonable times during the term of this lease for the purpose of determining whether Lessee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of Lessor.

11. If any action shall be brought by Lessor for the recovery of any rent due under the provisions of this lease, or for the breach or enforcement of any of the conditions, covenants or agreements herein set forth on the part of Lessee to be kept and performed, or for the recovery of said premises and Lessor shall prevail in any such action, Lessee agrees to pay to Lessor on demand a reasonable attorney's fee (not exceeding the sum of \$ \_\_\_\_\_), and further agrees that said attorney's fee shall be and become a part of Lessor's judgment in any such action.

12. No waiver by Lessor at any time of any of the terms, conditions, covenants or agreements of this lease shall be deemed or taken as a waiver at any time thereafter of any of the same, nor of the strict and prompt performance thereof by Lessee.

12. Lessee agrees at the expiration of the term of this lease, or upon the earlier termination thereof for any reason, to quit and surrender said premises to Lessor in as good state and condition as said premises are in when possession thereof is taken by Lessee, reasonable wear and tear and damage by the elements or an act of God excepted, and Lessee agrees at the expiration of the leased term to place any prior termination thereof to remove or cause to be removed, any and all signs that have been placed upon, in or about the premises by Lessee and to repair and restore the premises to the same condition prior to the time of placing of said signs upon, in or about the premises by Lessee, reasonable wear and tear and damage by the elements excepted; Lessee agrees that at any time after thirty days prior to the termination of this lease, Lessor may place thereon any usual or ordinary "To Let" or "To Lease" or "For Sale" signs.

14. If the rents herein reserved, or any part thereof, shall be unpaid for ten days after the date on which the same shall become due, as aforesaid, or if default on the part of Lessee be made in all or any of the agreements herein contained, Lessor shall have the option to declare this lease forfeited, and the same shall thereupon entirely cease and determine without written notice; and it shall be lawful for Lessor to re-enter and take possession of said premises and remove all persons and property therefrom; and Lessor may, after taking possession as aforesaid, at Lessor's option and without notice to Lessee re-let the premises, all without prejudice to Lessor of any remedies which might otherwise be used for the collection of the rents hereinbefore specified, or damages to Lessor occasioned by such removal is hereby expressly waived by Lessee. It is understood and agreed that each and all of the remedies given Lessor hereunder are cumulative and that the exercise of one right or remedy by Lessor shall not impair its right to any other remedy.

15. The premises shall not be used or permitted to be used in whole or in part during the said term of this lease for any purpose or use in violation of any of the laws or ordinances applicable thereto; and Lessee agrees at all times during the term of this lease to construct, repair, maintain and do all things necessary to maintain the premises in a clean and sanitary manner and in compliance with any and all Federal, State or Municipal regulations or ordinances now or hereafter enacted concerning the conduct of Lessee's business in the premises.

16. Any demand or notice which either party shall be required, or may desire, to make upon or give to the other, shall be in writing and shall be delivered personally upon the other, or sent by prepaid registered mail addressed to the respective parties, as follows:

Lessor: P.O. Box 667, Ukiah, California 95482

**LESSEE:**

Notice by registered mail shall be deemed to be communicated twenty-four hours from the time of mailing.

17. In the event of the inability of Lessor to deliver possession of the premises at the time herein provided, Lessee agrees that Lessor shall not be liable for any damages thereby, and that this lease shall not thereby become void or voidable but in such event Lessee shall not be liable for any rent until such time as Lessor can deliver possession.

18. The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one Lessor or Lessee the obligations hereunder imposed upon Lessor or Lessee shall be joint and several. The marginal headings or titles to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part thereof.

19. This lease is and shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

28. Time is hereby expressly declared to be of the essence of this lease and of all the covenants, agreements, conditions and obligations herein contained.

7th. Lessee shall be liable for all taxes levied against personal property, trade fixtures and other property placed on the Leasehold premises, including without limitation, the property of the general public, the company, vehicles, equipment, goods, inventory, materials, machinery, fixtures, machinery, plant, equipment and all other fixtures and if any such taxes on Lessee's assets shall properly be assessed on property placed on the leased premises, Lessee is hereby agreed to pay the same. Lessor or Lessor's attorney, if Lessor pays the same, which Lessor shall have the right to do, shall have the right to collect it from Lessee. If the assessed value of Lessor's property is increased by the addition of the value placed upon property or trade fixtures of Lessee placed on the leased premises by Lessee and/or Lessor pays the taxes based on such increase of value of which Lessor shall have the right to deduct and seek validity thereof, Lessee agrees to refund to Lessor the amount he has paid for the taxes on the Leasehold against Lessor or the portion of such taxes resulting from such increase in the assessed value. Lessee shall pay all such taxes and/or a levy or assessed against the building which the building is in which the deemed premises form a part of the building and which the improvements and the building and improvements and such taxes, levies or assessed on the basis that the number of square feet occupied by Lessee in this said building bears to the total number of square feet in the entire building. \*

856/702

Insurance 21. Lessees, at their sole expense, agree to procure a comprehensive policy of public liability insurance naming Lessees and Lessors as co-insureds against any public liability in an amount not less than \$100,000.00 to indemnify against the claim of one person and in an amount not less than \$300,000.00 to indemnify against claims of 2 or more persons. Lessees agree that Lessors are under no obligation to insure any fixtures or personal property owned by the Lessees and maintained within the said premises.

IN WITNESS WHEREOF the said parties hereto have subscribed their names and affixed their seals, in duplicate, the day and year first hereinabove written.

*People's Temple of the Disciples of Christ*

REDWOOD EMPIRE REALTY & INVESTMENT CO., INC.

*by: David E. (Lessee) (Truck)*

BY: *JACK L. COX*  
JACK L. COX, President

*Charles E. Jensen (Truck)*

Lessee

Lessor

BUILDING  
ADDRESS  
DATED  
COMPLETION OF TERM  
EXPIRATION OF TERM  
MONTHLY RENTAL

LESSOR

LESSEE

RENTAL

856 (703)

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VERIFICATION (Standard) CCP 446, 2015.5

I declare that:

I am the one of the plaintiffs in the above entitled action; I have read the foregoing

COMPLAINT FOR RECOVERY OF PERSONAL PROPERTY AND FOR CONVERSION

and know the contents thereof; the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this verification was executed on

June 2, 1975, at Ukiah, California.

Robert L. Swann Robert L. Swann

CH 85b 7/0  
85b(704)

RE: Status on selling of RV properties

7-28-78

FROM: Bonnie

#1 and #2 are comments made to me from Bill Haycock, the realtor, on separate occasions over the last few months. He also made the comments in from of Mac, Claire, etc.

- #1. There is a deed restriction on the church property stating that it cannot be used for any profit-making venture. Thus the doctors who were interested in buying it for a health club-spa could not, etc, etc.

Bill asked why with all the lawyers and real estate people we had, we had not gotten rid of the deed restriction before we sold off the other properties in the subdivision (Rita's, the Annex, the lots, etc). He said that we would have needed only one more non-PT signature to get it off the books then and that would have enabled us to sell the land for whatever we wanted. I told him that TOS had talked about the deed restriction and that he said he would take care of it. But obviously he never did. *a strategy idea - not for real, actually never happened*

Bill did go to at least one of the present owners of land in that subdivision to see if he would sign to get rid of the restriction. The owner said no, that he didn't care but that he did not want his neighbors upset with him. Bill is pessimistic about the others signing. I am guessing that since Bill wants the commission money, he would have pursued it further if he thought it would have worked. But, I also do not know what Mac told him to do about it. (see below for explanation re deed restriction, signautres, etc)

- #2. Bill stated that there is a 40 foot right-of-way requirement now on the books that we would have to provide for the parsonage if we do a lot split. He said that we would have to buy land from the guy who owns what was Rita's place, and if the guys would sell, it would cost about \$7,000. Again he made reference to why we hadn't done something about it before, i.e. not decided that land needed when we sold the place, etc

- #3. On the recent ranch deal with the Carringtons, Mac called Bill at 2am with the offer counter-offer. Bill talked with the Carringtons 5 times by 10am. He told Claire that Carringtons refused our counter and were not going to counter back. He then, without consultation, approval, etc. asked Carrington to resubmit at the original 230,000. To me this is not only bad business to go on your own and not check with your client, but it is also down right stupid to ask him to resubmit less than 8 hrs after the original counter was made to him. Shows us in a weak position of wanting to sell, etc., etc. Also could wreck any strategy that involved us waiting him out, etc

Explanation of deed restriction bit:

- When the original subdivision was made, the owners of the entire land stated in the deeds that none of the lots could be used for profit-making ventures.
- To get rid of that restriction, according to Haycock, simply needed a majority of the ~~current~~ current owners of the lots to say that they wanted it off their deeds.
- The point was that at one time we owned enough of the lots that we would only have needed one more person to agree with us to get rid of the restriction (I am guessing that since we had 5 lots in the subdivision, there are a total of ten lots).
- But now, we own only one lot and will need five more non-PT people/owners to sign.

85b(7p)

State of California } ss.  
City and County of San Francisco }

\*On July 18, 1978 around 1:30 p.m. we went to the Station A branch of the U.S. post office, located at Steiner Street off Geary Blvd. in San Francisco, California.

She said that when she first came to work there in October 1977, the California Department of Motor Vehicles had been investigating Peoples Temple, because it was said many different people were transferring their cars into Eugene B. Chaikin's name.

$$B5b(7c)$$

If a person handled a certain number of cars per month, it was her understanding, he would be required by law to have a dealership license. She also told us that the Department of Health, Education and Welfare had directed the employees at Station A not to send any H.E.W. checks which were to be forwarded to Guyana, South America, but to return them to the Department of Health, Education and Welfare.

Executed this \_\_\_\_ day of July, 1978 at San Francisco, California.

Walter Merrill

Elton T. Adams

Subscribed and sworn to  
before me, a Notary Public  
in and for said  
State.

Christine Kice



(791)  
856(791)CH

Phone 415 931-9107

EUGENE CHAIKIN, Attorney-at-Law

Post Office Box 15156 San Francisco, California 94115

July 31, 1978

Mr. Henry Gross  
68 Post  
San Francisco, California

Re: Conservatorship of Washington Sanders

Dear Mr. Gross:

This confirms our telephone conversation of Friday, July 28, 1978 concerning the conservatorship of Mr. Washington Sanders.

Enclosed is the First and Final Account and Report of the conservator, David Garrison, which he has signed and Mr. Chaikin has also approved and signed. Mr. Chaikin is presently out of the country and unable to handle the court appearance in this action.

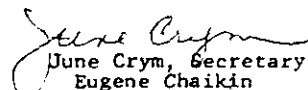
Since Mr. Sanders has expressed a wish to travel to the agricultural project in Guyana, South America, and since his present conservator will be remaining in the States for some time to come to handle business affairs, and considering the fact that Mr. Sanders' estate is minimal, consisting of Veterans Administration benefits of \$10 per month and SSA of \$296 per month, we would agree with your suggestion that the conservatorship be terminated, on the grounds that Mr. Sanders will soon be residing out of the country out of the court's jurisdiction.

If you need any further papers to proceed with the termination, please contact me; I am available during the day at 781-5500. Since Mr. Sanders receives Veterans' benefits, the Veterans Administration will need to be included in the notices. No inventory and appraisal has ever been filed in this action; I'm not sure if that is still required at this late date, but if there is any additional paperwork I can help with, please let me know.

Mr. Sanders is doing very well; his needs are always well taken care of and he is looking forward to his trip. Enclosed for your own information is some material about the agricultural project, which is regarded not only as an exciting work project for young people but also an ideal retirement spot for seniors. I'm sure Charles can fill you in on the wonder of the place, as he traveled there last year and has not yet stopped talking about it.

Thank you very much for your help.

Sincerely,

  
June Crym, Secretary for  
Eugene Chaikin

Enc.

B5b (7r)

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July 27, 1978

Charles R. Garry, Esq.  
GARRY, DREYFUS, McTERNAN, BROTSKY,  
HERNDON & PESONEN, INC.  
1256 Market Street  
San Francisco, California 94102

Re: "Jones Church Linked to 'Terror'  
Reign"

Dear Mr. Garry:

This letter will serve to confirm my oral advice to your office of June 25 that this office represents THE SANTA ROSA PRESS DEMOCRAT with respect to your demand for retraction and apology, and any other matters which were the subject of your letter directed to the client under date of July 3, 1978.

This will also confirm our conversation of June 24 and your agreement to extend the time within which THE SANTA ROSA PRESS DEMOCRAT must reply to your demand for retraction as set forth in Civil Code section 48(a)(2). We understand that, pursuant to your extension of seven days, we have to and including Wednesday, August 2, 1978, to comply with the provisions of the section cited above.

Thank you for your consideration.

Very truly yours,

Joseph P. Russonietto

JPR:dm

JUL 31 1978

85b(7s)

## ATTACK ON REPORTER

# Temple offers \$5,000 reward

### Press Democrat Bureau

UKIAH — The Peoples Temple has offered a \$5,000 reward for clues in an alleged attack on reporter Kathy Hunter, who was rebuffed when she tried to visit the Temple's South American outpost last May.

In advertisements appearing in Monday's editions of The Press

Democrat and Ukiah Daily Journal, the Temple "wholly and categorically denies any knowledge of these alleged events."

"No member of Peoples Temple is in any way connected with any one of them. We are incensed at the malicious allegations which continue to be made," according to the ad.

But Hunter, wife of Ukiah Daily Journal executive editor George Hunter, told The Press Democrat that she has never accused the Temple of attacking her.

The freelance reporter was hospitalized June 25 after two men allegedly broke into her Ukiah home and forced a bottle of alcohol down her throat.

Hunter was later found semi-conscious by her son. The reported attack followed a series of anonymous, threatening telephone calls and a window-smashing incident at the Hunter home, according to Ukiah police reports.

Ukiah police chief Donn Saulsbury said the authorities don't have any leads in the case, "but we're still investigating."

Hunter said she has received anonymous telephone threats since the June incident. Her 33-year-old son, Michael Hunter, was sent a threatening letter which he turned over to police.

Mrs. Hunter said her grandchildren have been taken to another community for their safety.

The reporter returned from Guy-

ana last May after attempting to visit the controversial Temple's farm colony. Hunter said she was invited by the church, but reported that she was grilled by hostile Temple members and was later forced to leave the Guyanese capital of Georgetown after a series of bomb threats at her hotel.

Hunter said she wanted to investigate charges that some Temple members are held against their will at the jungle outpost. Some families of Temple members from Ukiah and San Francisco are attempting to remove their relatives from Guyana.

Temple attorney Charles Garry said Hunter was in Guyana illegally and that her story was the result of a drinking problem. Hunter disputed the charge.

She said the threats started soon after she returned to Ukiah, and that some of the anonymous callers said they were delivering messages from Rev. Jim Jones, the Temple's leader.

The Temple advertisement asks readers to contact Garry with any information.

B5b(7t)

LAW OFFICES OF  
GARRY, DREYFUS, McTERNAN, BROTSKY, HERNDON & PESONEN, INC.

1256 MARKET STREET AT CIVIC CENTER

SAN FRANCISCO 94102

(415) 864-3131

CABLE ADDRESS "DRYCAP"

SAN JOSE OFFICE

280 SO. MARKET STREET

SAN JOSE 95113

(408) 286 9222

CHARLES R. GARRY  
BENJAMIN DREYFUS  
FRANKIE J. McTERNAN  
ALLAN BROTSKY  
JAMES HERNDON  
DAVID E. PESONEN  
BRYAN C. WALSH

OF COUNSEL  
DONALD L. A. KERRON  
COLLEEN S. HAAS

July 29, 1978

Mr. Skip Roberts  
Director of Criminal Investigation  
c/o Police Headquarters  
Eve Leary  
Kingston, Georgetown  
Guyana, South America

Dear Mr. Roberts:

I am attorney for Peoples Temple of the Disciples of Christ in the United States. My client has informed me that your office is conducting an investigation into the complaints filed regarding Deborah Layton aka Deborah Blakey.

I would appreciate your sharing with me the current status of the case, in order that I might discuss its ramifications with my clients here. You may check with Maria Katsaris, Tim Carter or Debbie Touchette at the Peoples Temple headquarters in Georgetown, phone #71924, for verification. Thank you for any assistance you might provide.

Sincerely,

*Charles R. Garry*  
CHARLES R. GARRY

CRB/jc

cc: Maria Katsaris

B5b(6u)

LAW OFFICES OF  
GARRY, DREYFUS, McTERNAN, BROTSKY, HERNDON & PESONEN, INC.

CHARLES R. GARRY  
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BRIAN C. WALSH

OF COUNSEL  
DONALD L. A. KENYON  
COLLEEN G. BAAS

1256 MARKET STREET AT CIVIC CENTER

SAN FRANCISCO 94102

(415) 864-3131

CABLE ADDRESS "DRYCAR"

July 19, 1978

SAN JOSE OFFICE  
250 SO. MARKET STREET  
SAN JOSE 95113  
(408) 286-8222

Honorable Minister of Home Affairs  
C. Vibert Mingo  
Public Buildings  
Brickdam, Georgetown  
Guyana  
South America

Re: Gordon Lindsay - Bureau Chief  
Los Angeles News Agency  
8273 Sunset Boulevard  
Los Angeles, California 90046

Dear Minister Mingo:

As you perhaps know, I am counsel for The People's Temple, and I understand that you are interested in information that I obtained through the statements made to me by Mr. Lindsay that he was in a plane that had a reconnaissance over Jonestown, which is the northwest region of Guyana. He told me that he was able to see all of the projects in detail by virtue of the fact that he flew over Jonestown.

Since he did not tell me that he was telling this to me in confidence, I feel free to be able to transmit this information to you. I do not have any further information regarding this matter. However, if you feel that the matter should be further delved into, you are free to use the address that I have indicated above to make further communications.

On behalf of my clients I want to thank you for all the courtesies that have been extended to them, and if there is anything further that you wish from me, please do not hesitate to get in touch with me.

Very truly yours,

*Charles R. Garry*  
CHARLES R. GARRY

CRG/ss

05b(7v)

MAILGRAM SERVICE CENTER  
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4-079649E205002 07/24/78 ICS IPHRNCZ CSP SF08  
1 4158643131 MGM TDRN SAN FRANCISCO CA 07-24 0851P EST

GARRY DREYFUS McTERNAN BROTSKY HERNDON AND PESONEN INC CRG  
1256 MARKET ST  
SAN FRANCISCO CA 94102

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

4158643131 TDRN SAN FRANCISCO CA 32 07-24 0851P EST  
PMS JOHN K VAN DE KAMP, DISTRICT ATTORNEY, LOS ANGELES COUNTY,  
ATTN S J RAMIREZ, RPT DLY BY MGM, DLR  
210 WEST TEMPLE ST  
LOS ANGELES CA  
I TRIED TO GET YOU AT 640 I AM IN A MURDER TRIAL AND I WILL CALL YOU  
WHEN I HAVE A BREATHEN MY CLIENTS ARE HIGHLY INDIGNANT AND DENY ANY  
COMPLICITY  
CHARLES R GARRY  
(1256 MARKET ST SAN FRANCISCO CA 94102)  
20151 EST  
MGMCOMP MGM

RECEIVED  
JUL 25 1978

Garry, Dreyfus, McTernan & Brotsky

Bsb(7w)



## Behavior continued

The bitter irony was that he had been clean for the last three years. Ulcers were what started the bleeding. His liver was too damaged to make his blood clot.

Bill loved to tell a story of his getting clean, going straight. "The doctor told me, 'Bill would laugh. That old I have left in marijuana and me.'"

Over and over I kept asking how Bill was  
"special." Ah, yes, Bill was special. He made  
friends so easily and quickly.

"I got a lecture today on becoming emotionally involved with patients," Debbie, young and pretty, said. "But I don't care. I can't help what I feel."

The head nurse told me not to ask Chris to help with Bill. "She's been crying all night," the nurse said.

I saw tears drop from the eyes of a day nurse when she learned that BEN was going to die. She continued about her business, not seeming to notice.

"Doctors aren't supposed to get emotionally involved with patients," another doctor said. "But I am involved. I couldn't find anyone if a member of my own family was dying."

They must know a lot about doing at their hospital.

The staff was as kind as ever as Debbie offered to let me stay at her house. Chris brought me food, someone gave me a reclining chair after surgery so another man took back the cot ("We supply and pulled at the taking their cot," Debbie said). I was allowed all the coffee I wanted from the staff lounge and whatever was in the kitchen. I was treated like a queen.

Best room in the city, with  
away with you, and the  
field, because you are  
dying. They have  
hospitals, nothing for  
of dying by yourself in  
where no one is allowed

"Look at those goddamn horses," he said. "Those goddamn horses are the damn goddamn field." He was delicious again.

Suddenly he awoke and yelled hysterically for my father. I telephoned my father in his hotel (he had flown back to be with me) when it became clear there was no hope) and he came over. No one at the hospital questioned the right of a man weeping in at 3 a.m. to see his dying son.

The feeling in the room and the words spoken are too different, too powerful to ignore. I felt a chill travel completely through my body. I knew what it meant. In a moment, on Thursday night, Bill was dead. □

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...and at First African Arabian Corporation press conference with Prince Mohamed Al Saud, Muhammad Ali at his right, Prince Abdullah Al Saud at his left.

replied in that smoky voice. "I can never tell when I'm gonna have to find another home." It was one of many laughs Muhammad Ali would squeeze out of the press.

Then the questions.

The reporters wanted to know what this whole conference was about. They wanted to know what Muhammad Ali was doing here. They wanted to know when he would retire. They wanted to know what the First African Arabian Corporation was.

And this is what they found out.

This company is three years old. The parent company is in Saudi Arabia, not in any way connected to the Saudi government. The company puts people with a product in touch with people looking for a product.

"In the state of Michigan," Al Mansour said, "there's a corporation known as Champ Enterprises. They have developed a Champ soda... we have specific offers from Egypt to put in three bottling plants that will be in excess of \$10 million."

"We have... they are interested and planning to extend their manufacturing plants throughout the world. We talked how best to penetrate the Middle East and Africa. I... it might be worth their while to see if (Muhammad Ali) would be interested in having his picture on every can of paint throughout the world. This is now being discussed."

There was talk of a Chrysler car that would be suitable for the desert; there was talk of Chrysler and FAAC working together; there was talk of Japanese and Korean construction companies wanting to build in Saudi Arabia (matches made through FAAC). Someone then produced a bottle of Champ soda — no preservatives — and Muhammad Ali, the ever truthful, over smugging kid, said, "I never tasted it before," and tasted it. He made a face and said, "Tastes good."

A reporter asked Ali, "What have you really learned from your toasts? I mean, inside?"

"I'm not here to talk about my fights." Someone asked if this corporation was

based on Ali not fighting anymore.

Al Mansour said Muhammad Ali could do whatever he wanted. He said, "The First African Arabian Corporation would like to say to him, 'We are building the biggest retirement so you don't have to do anything but what you want. Because you have paid your dues. You have done enough for the world. Now let us prove what we can do to enable the world to appreciate what you've done.'"

And what would Ali do for the corporation?

"If my name will be helpful, we'll use the name. If it takes a personal appearance, whatever we can do. I see people promoting wine on television. Shaving cream. This is a world where celebrities are used to promote items. You see, there's another world. The Third World. The African world, the Arabian world, all kinds of worlds where I'm like Charlton Heston, I'm their John Wayne. I'm their Spiderman, I'm their Superman. This color and this hair does pretty good over there."

Muhammad Ali was coming alive. His head was dancing. He looked to the left and right, at the people sitting on the dais, at the people standing behind them: two rows of well-dressed businessmen.

Muhammad Ali pointed to his left.

"Where you from, brother?"

"Saudi Arabia."

Muhammad Ali made a broad, comic, unbelieving face and said, "I thought he was from Harlem, Saudi Arabia? Would you believe that? They ain't nothin' but us... this is a great day. Our grandmothers and grandfathers died in slavery. Now today people all over the world are recognizing each other as long lost brothers and coming together. So my coming into the scene, my little talkin' and my little boxin' and my change of religion just timed so perfectly." People applauded. "That's why I must return. We got to get Spinks because he's too ugly. Ain't got no teeth. How did he whip me?"

Muhammad Ali can be serious and politic for so long. He must have terrible temptations to be comic in front of crowds. And he always

## "Al Mansour described the partnership between Saudi princes and Muhammad Ali."

comes back to boxing. He's like some kind of fight spider who's always weaving those ropes around a ring, always getting you entwined with his career, and once he has you in the ring, he taints and josts.

"Will the First African Arabian Corporation do business with Israel?" a reporter asked. "Beg your pardon," Al Mansour said.

"Don't ask that touchy question," Muhammad Ali said. "Jews own this hotel."

So the reporter asked again. And Al Mansour said, "Our corporation is a multinational corporation and we'll do business with anyone and anybody in the world as long as they do not contribute to Zionism."

Muhammad Ali shifted his shoulders and said, "He said it, not me, now."

A little later, Ali said about this corporation. "They had to convince me they had a good deal. Lately I haven't found no good deals. Any kind of deals, haven't found no good deals. I said, 'You show me some real sheikhs, real Arab brothers and they really have a press conference, put their names and everything on the line, say we are investing and we are serious, then I'll believe you.' So this whole thing was set up to show me that this isn't a lot of haphazard talk, so called Big Deal Talk. Everybody is here. Now you've won my support and belief."

Al Mansour introduced everyone there, thanked the press for coming, and told them he knew they would be fair and objective.

"If you don't," Muhammad Ali warned the press, "I know where you live. We have a committee that'll burn your house down."

Khalid Abdullah Tariq Al Mansour, international broker, lives in San Francisco. His law offices are in the financial district. When he finally decided to take an Islamic name, when he was still Don Warden, he told his radio listeners to call in and tell him what name he should have. He wrote his friends and asked them what name he should have. Important that the name mean something.

His father was a Muslim and he had seen, "Someday you'll be able to... your Islamic name." His father was born in Louisville and raised his family, a son and twelve kids, in Pennsylvania. His father and Halil Selassie look like twins.

"My father," Al Mansour said in his law office, three weeks after the press conference, "built a house in the north. My father got a piece of land, in the north in Pittsburgh. You had to go over big hills to get there. He had a hard time to go over big hills to get there. He had a fifth grade education. He read a book on how to design and build houses and he did it. He called them house designers in those days. They didn't have enough to hire an architect. It took him twenty years. Had two jobs sometimes. Twelve kids. Unbelievable. I don't know how

continued



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[illegible]

## People

[illegible]

The following information is provided for the purpose of providing a general overview of the information contained in the report. It is not intended to be a substitute for the full report.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

[illegible]

International business is offering  
 a lot of money and to Muhammad Ali  
 the same reason Islam is offering.  
 There's more chance of self-worth.  
 They aren't being defined in white  
 American terms. There are no white  
 money-chains to be turned away from  
 the South Asian. If you have enough  
 money and travel the world, particularly  
 in the Third World, you can go anywhere  
 where you want. If you have enough  
 money and travel America you're still  
 trapped at the top.

How did you get involved with all this international business?" I asked.

Probably depressing. I went to Howard University. That's where most non foreign students ... from Africa, India, the Middle East. It was a shocking experience for me. Those guys were setting the standards. They were tough. I said to myself, how could a guy from a little village never see a chemist before. And he's number one in the class? Seeing all this and never having seen blacks before, the effect was enormous in terms of racial pride.

"The accident I got a fellowship from the University of Detroit. Half the students were foreign students. We were there to see how a city operates. We studied theory during the day. At night black guys would come up to white girls at dances and say, 'Come on baby, let's get it on.' She'd be petrified because she was afraid. First time I had sex was because some basic values. My friend Bill Mansour was at Howard from 1968-70. He told me if Maxine went home, I would lose him if Maxine ever came back, affecting the lives of all those people."

[illegible]

When I came out of law school (Columbia) I formed a group called the American Association, with people like Norman Mailer, Ron Dellums, most of the successful young blacks of that time. We met on Sundays and read books. If you can conceive of the early blacks sitting on a sunny afternoon talking about existentialism

The group also went into the community, preaching self-help, fire-smoking self-image, telling blacks not to rely on whites for everything. "But everyone was responsive to the street talks. 'Why do you call us black?' some wanted to know. 'We're brown, not black.'"

He was also practicing law. People came to me who would normally go to a public defender. People weren't willing to gamble their lives on one-in-courtrooms. You end up doing trafficketickets, things like that. The general view is, a white lawyer is better than a majority of the jury will be white. I was running around from courtrooms in courtroom and back to my office. Finally people would be sitting there asking help. I was doing the mother part. I was giving lectures for the Afro-American Association. I went to Washington three nights week. I was building a liaison with the ghetto. I had a drink of smoke. I was promoting people like Mike and Tina Turner and James Brown. We fought Muhammad Ali for a while. 1964. Gave him \$5000, which was all the money I saved in my life. I told him to come to Michigan and join the school to tell kids to stop smoking. I wasn't champ then, but I was going to take this \$5000, but I was a champion as soon as I gave him anything you want.

He had double pneumonia for the second time. His bronchial tubes were all scarred up. Fluid was seeping through. The doctors told Mrs. Lee she was finished.

"He asked me what I wanted. I told him I wanted to get up on another ship so I could say before I die, I shall go to office in Africa. Each day I was becoming more difficult to breathe."

"In Africa, I can't explain it."

At Mansour's home in central Africa, meeting heads of state, Schabas in Ethiopia, Tzemes in Liberia. A group of leftist Americans made in Ghana were speaking a head for the Mansour because they thought he was a capitalist, which he is. He came back to America and learned about American business from a group of executives in Texas who thought hard he needed to teaching themselves method with thinking. They were not only in the United States, but also in the United States, and they were not only in the United States, but also in the United States.

[illegible]

1990

[illegible]

**Sgt. Major**  
**1st SFG(Airborne) Det. 100th, CA 98000, Dept. OFC 2/6**

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1997

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**Encyclopedia**

... ..



1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

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**Advance Fitness**

Phone 523  
775 Division

705 Grandview  
So. San Francisco

☐ Example ☐ Ex

[illegible]

☐ **Other** \_\_\_\_\_

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PUBLIC UTILITIES COMMISSION

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425 MARKET STREET  
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June 16, 1978

COMMERCIAL DIVISION

TELEPHONE 598-4941

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B5b(7) 011

CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION

**SAN FRANCISCO WATER DEPARTMENT**

475 MARIN STREET  
SAN FRANCISCO, CALIFORNIA 94101

June 16, 1978

COMMERCIAL DIVISION

TELEPHONE 598-4941

NAME: James Edwards

ADDRESS: 2704 21st St.

CITY San Francisco, CA 94110

Re: A/C # 052-3300-2

Serv. Add. 2704 21st St.

Our records show a credit on your closed account for service to the above address.

If you will confirm your present mailing address by signing and returning this letter, we will transfer the credit to your open account, if you have one, or we will be pleased to send you a check.

Very truly yours,

SAN FRANCISCO WATER DEPARTMENT  
CONSUMER ACCOUNTS

X c/o P.O. Box 15156  
San Francisco, California 94115

B5b(7y1

1. Apostolic Corp. - we had received the notice from Franchise Tax Board asking about 1977 tax return, and Mildred said talk to Bentzman about it. He said: he recommends that the president of the corporation close the bank accounts, withdraw the \$, and dissolve the corporation formally. He said that the 1977 income tax return should be filed. There might be a qualified allowable excuse for the delay in that the records are not here. But he says this should not be neglected - it should be resolved and taken care of soon. He said we should anticipate an IRS inquiry also, like the Franchise Tax Board notice, since no tax returns were filed. There is a double penalty - for not filing, which is the stiffer one; and for not paying tax. In the mail this week from Maria in Georgetown I received back checks we had sent over for endorsement which are refunds from US Treasury and Franchise Tax Board - copies attached - with the note that a letter needs to be written asking that these checks be reissued in the name of the president of the corporation, because it has been dissolved, and include the corporate resolution. That's fine and dandy, but there is no corporate resolution, and if there were one, it would have to be drawn up over there since the corporate officers are over there. As far as considering dissolution, Sarah and Chet studied this for weeks last year. As far as filing the 1977 return, you have all the records over there, so someone over there is going to have to deal with this.

*we filed  
2 "final" return  
in 1976, did  
no business  
in 1977.  
The Corp has  
not functioned  
since spring  
1976. Tell  
B that  
somewhat  
like 5245.*

2. Air compressor suit - attached is copy of complaint filed against Peoples Temple by Snyder. Bentzman is having law student research the complaint to see if it's worth our time and investment re fighting back. He thinks \$1000 in legal fees is a long shot and estimates not more than \$500. Snyder's attorney called Charles Garry, who told him that Bentzman would accept service for us and asked that he send Bentzman the papers. Bentzman is holding the complaint and acknowledgment of service, and will not accept service until he is sure that it is worth pursuing. Once he accepts service, that starts the time running; if he finds it is not worth pursuing legally, and he doesn't accept service and we instead ignore it and let Snyder have the compressor, then we don't get stuck with paying Snyder's legal fees. So says Bentzman.

3. Willits fuel tanks - it occurs to me, and I bet you have probably been trying to tell us this - even if Peters tried to sue for the contract \$ - who would he sue? The tanks belong to Danny Kutulas. The payments stopped on the rental when Danny went overseas. There is no proof that we own the tanks; we never did; they were always owned by Danny. The assignment from Danny to Janaros was never finalized so for public record, Danny is the owner. P.R. wise, we come out rotten, but we don't have to pay anything. Peters is stuck with the tanks. I would agree that we should leave this one alone for good.

*7200. Hootang H.*

85b(8a)

Bentzman

4. Janaro/ranch tax audit - ~~he~~/recommends that Claire put in writing in a letter to Franchise Tax Board that her husband who deals with the bookwork is out of the country, that he has the records and is working on putting them together, and if they want any further information, she can forward their questions on to him in the mail. She should request some more months extension of time to get the stuff together. This will be done. The question is, is Richard or Harold or someone working on this??? Are we going to get anything back? It's been months now with no explanation. - *Could you please send the original records - not the copies.*
5. IRS audit of PT - Bentzman has received nothing further from them. He will continue to send in his monthly letters itemizing PT harassment. He plans to write FCC on our behalf under FOIA looking into Senator Goldwater inquiry - he thinks that attorney writing for us would get better results than we writing as individuals. We gave him the attached affidavit of Tom and Hattie as evidence of the post office stopping our mail.
6. Attached is a report written by Bonnie Beck last week concerning the status of selling RWV properties. No. 1 and 2 concern the church and parsonage; no. 3 is the ranch. The whole thing speaks for itself.
6. Attached is copy of letter I sent to Henry Gross, attorney for Washington Sanders' nephew, who said he would do court appearance and paper work for us to terminate conservatorship of Washington. We figure we'll send the bill to the nephew. After Washington's overseas, of course.
7. Attached is copy of letter received from Press Democrat lawyer asking for extension of time in which to print retraction. The time's up; they have not printed retraction yet. They did print an article but it was not on the editorial page and it was not in retraction of the first - it was sort of a disclaimer of the reward advertisement we ran in the paper. Charles told us today he had heard nothing further from PD; he would not call them til next week. He said he would call their attorneys then if no article yet.
8. Attached is copy of letter sent to Skip Roberts asking for details re investigation to be sent to Charles. He had me sign it for him.
9. Attached is copy of Charles' letter to Mingo re Gordon Lindsay. You may already have a copy; I'm sending just in case.
10. Attached is copy of telegram sent by Charles last week to LA district attorney. Instructions received over radio tonight to send another one.
11. Jewel Runnels and Jossie Chamblis, communal seniors, received notices and applications for food stamps. The policy up to now has been not to take food stamps. Should this be changed? I would say no, myself, since we supply all of their food, and Joseie is extremely difficult person to deal with, as far as what she tells people. Jewel would not be so difficult, but in terms of time, I don't think it would be worth the hassle with welfare. James would like an answer on this.

B5b(8b)

12. Frank Garcia, Avis's brother, gets out of jail this month, and will be on parole. He plans to stay with his mother in LA til he can arrange to be transferred to SF and stay with a member here. Avis should write to him.
13. Vincent Lopez - I received the affidavit from Chet, but 8R1 had not notarized it. So it has to be returned to 8R1 and hopefully they will notarize it and return it to me. The hearing is September 20. Herndon will need to have it well before that so he can submit it to the court. *get copy to H. for approval.*
14. Attached is an interesting article about Don Warden, attorney for the Oliver parents. In this past Sunday's Examiner
15. Ulich and Berneda Richmond, see law office report #32, item 3, for reference. Last week Ulich came by the church late at night and left a letter, which says: "will you please help us; we need your help bad; Friday 7/21/78 the American Savings and Loan Co. will foreclose on our house. We give the cause this home when Father was here in the body. But he told the board that night to let us stay in it. We paid the Note every month until 2/1/78 and we couldn't pay because we lost our business. Enclosed you will find the letter Hud's turned us down and American Savings called this morning and told us they had got this same letter from Hud, and give us until Friday to have the back notes or they will foreclose. Father told us before he left soon as he sell that place him and the family would loan us \$4000, but we would be happy if you all just ~~loan~~ loan us \$1254.97. That will pay the late charges too..." ~~This is the first~~ This is the first any of us here have heard mention of any promise of \$4000. *we never did. I don't know who to do with them. I yeah. They'll probably sue us.*
16. When we talked to Charles about transferring title on properties to his firms name, (see law office report #35, item 9), he asked for the attached agreement to be drawn up. Later the decision was not to put the property in the firm's name, and he said it would not be necessary to draw up the agreement. But later after that when we again got directions to talk about putting property in his name, (the ranch), he said he didnt want any deeds tying up the property in his firms name because they didn't want to tangle with capital gains tax, and instead he would only take a promissory note and mortgage. Following is the wording of the agreement that he proposed in the first place, which we figure he will want again if we push for putting the property in firm name. We didnt press it yet because obviously we want to record the deed in his firm name to escape the threat of attachment. "This agreement of employment between GDB... and Peoples Temple is for the purpose of securing the heavy deluge of legal work. It is contemplated that fees will be in excess of \$400,000. It is necessary that these contemplated fees be secured. Therefore, PT agrees to mortgage or give security of the above amount." *I don't like this. E.* B5b(8c)

**QUESTIONS TO BE ASKED**



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
SACRAMENTO, CALIFORNIA 95837  
~~XXXXXXXX~~ (800) 852 7050

7640140 AC5\*\*

APOSTOLIC CORPORATION  
P. O. Box 15156  
San Francisco, CA 94115

726:LN:dw  
NOTICE OF ACTION ON  
CANCELLATION, CREDIT, OR REFUND

DATE 05 31 78  
CLAIM NUMBER  
DATE OF CLAIM  
AMOUNT CLAIMED \$  
INCOME YEAR ENDED 01 31 77  
STATUTE

Refund is due to a duplicate collection of the amount due for  
income year ended 06 76.

Serial No.	Date	PREVIOUSLY ASSESSED				Payments
		Tax/Fee	Prof. Tax	Penalty	Interest	
206626	08 15 77	\$	\$	\$	\$ 5.63	\$ 280.83
Pen Pmt	09 02 77			14.04		
255577	09 29 77				0.12	243.93
Total		\$	\$	\$ 14.04	\$ 5.75	\$ 524.76
Revised liability		\$ 280.83	\$	\$ 14.04	\$ 5.75	\$ 300.62
Cancellation		\$ 0.00	\$	\$ 0.00	\$ 0.00	
Overpayment						\$ 224.14
Interest allowed						\$ 16.81
Total amount due taxpayer						\$ 240.95
Amount credited against liability due:						
						\$ 0.00
Amount to be refunded						\$ 240.95

YOUR RETURN REMAINS SUBJECT TO AUDIT.

This amount to be credited or refunded is being recommended for approval as required by the Revenue and Taxation Code. When and if approved a warrant will be drawn and forwarded to you from the office of the State Controller for the amount subject to refund.

An appeal may be filed with the State Board of Equalization. See reverse side for appeal procedure.

**Internal Revenue  
Service Center**

P.O. BOX 12586  
FRESNO, CA. 93778

OS 942333410 02 7612 670 7739

APOSJOLIC CORPORATION  
PO BOX 15156  
SAN FRANCISCO, CA 94115

Date of This Notice

OCT. 10, 1977

Employer Identification Number

94-2333410

Document Locator Number

94310-235-40000-7

Form Number

1120

Balance Is Due By

9401

If you inquire about  
your account, please  
refer to these num-  
bers or attach this  
notice

DEC. 31, 1976

OCT. 20, 1977

**Request for Payment**

The statement at the right shows that a payment is due on your account. Please make the payment by the due date shown above.

If our statement does not agree with your records, the information on the back of this notice will tell you what to do.

If we included any penalty or interest charges, an explanation will be found on the back. (Code numbers in the box at lower right will guide you to the explanations which apply.)

Make your check or money order payable to Internal Revenue Service for the adjusted balance due. Please show your employer identification number on your payment and mail it with this notice in the envelope enclosed for your convenience.

Thank you for your cooperation.

PLEASE ATTACH CHECK OR MONEY ORDER HERE.

**CORPORATION INCOME TAX**

**Tax Statement**

Total Tax on Return	\$	624.07
Total Credits		624.07
Plus Penalty*		159.14
Plus Interest*		18.44
Balance Due IRS	\$	177.58

Subtract Payments  
We Haven't Included

Pay Adjusted

Balance Due

PENALTIES: 01...5156.02 07.....53.12

\*See these code numbers  
on the back for  
an explanation of  
penalty or interest  
charges.

01-07-09

FORM 4192 (Jan 77) (Rev. 8-76)

NO. 05

1998

VERIFICATION STUD  
#94-2333410 05

No. 0271 41998

February 1, 1978

AMOUNT \$ 177.58

CASHIER'S CHECK  
DRAWN ON

Fillmore Post Office

Bank of America  
NATIONAL ASSOCIATION

ISSUED BY

FILLMORE POST OFFICE

Bank of America

NATIONAL ASSOCIATION

SAN FRANCISCO, CALIFORNIA

INTERNAL REVENUE SERVICE

Bank of America 177.58

NO. 05

CASHIER'S CHECK

998 01210 0094 0271 085100

No. 0271 41998

DATE February 1, 1978

177.58

Madison Hagan

B5b(8g)

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
SACRAMENTO CA 95657



## NOTICE OF BALANCE DUE

Date: 09/09/77

Income Year Ended: 06/30/76

APOSTOLIC CORPORATION

Corporate No.: 7640140 AC5\*\*

P O BX 15156  
SAN FRANCISCO CA 94115

Balance Due: \$223.52

YOU HAVE AN UNPAID LIABILITY FOR THE INCOME YEAR ENDED 06/30/76. YOU SHOULD RESOLVE THIS MATTER NOW BY PROMPT PAYMENT. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS. THE BALANCE DUE IS AS FOLLOWS.

### SUMMARY OF BALANCE DUE

TRANSACTION DESCRIPTION	TRANS. DATE	CHARGES	CREDITS	BALANCE
SUPPLMT TAX	06/18/77	\$200.00		\$200.00
			INTEREST TO DATE	\$23.52
			PAY THIS AMOUNT	\$223.52

ADDITIONAL INTEREST ACCRUES AT \$.0657 A DAY FROM THE DATE OF THIS NOTICE

### VERIFICATION STUD

No. 0271 41523

DATE 09/09/77

AMOUNT \$ \*\*223.52\*\*

CASHIER'S CHECK

DRAWN ON

Fillmore Post Office

Bank of America

FRANCHISE TAX BOARD

Corp#7640140 AC5

SIGNED BY

10-107 (REV. 1)

50

to be made payable to the Franchise Tax Board. Please return one copy of this notice with your  
The annual interest rate is 12%.

REVERSE SIDE FOR EXPLANATION OF TRANSACTION DESCRIPTION

B5b(8h)

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
SACRAMENTO CA 95857



## NOTICE OF BALANCE DUE

Date: 10/21/77

Income Year Ended: 06/30/76

APOSTOLIC CORPORATION

Corporate No.: 7640140 AC5\*\*

P O BX 15156  
SN FRANCISCO CA 94115

Balance Due: \$226.28

OUR PREVIOUS NOTICE REQUESTED PAYMENT OF THE LIABILITY FOR THE INCOME YEAR ENDED 06/30/76. FULL PAYMENT HAS NOT BEEN RECEIVED. WE URGE YOU TO PAY THE FOLLOWING BALANCE DUE PROMPTLY TO AVOID FURTHER ACTION.

### SUMMARY OF BALANCE DUE

TRANSACTION DESCRIPTION	TRANS. DATE	CHARGES	CREDITS	BALANCE
SUPPLMT TAX	08/18/77	\$200.00		\$200.00
			INTEREST TO DATE	\$26.28
			PAY THIS AMOUNT	\$226.28
ADDITIONAL INTEREST ACCRUES AT \$ .0657 A DAY FROM THE DATE OF THIS NOTICE				

TAXPAYER SERVICE  
TELEPHONE (800) 552-7050

Checks and money orders should be made payable to the Franchise Tax Board. Please return one copy of this notice with your payment in the enclosed envelope. The annual interest rate is 12%.

SEE REVERSE SIDE FOR EXPLANATION OF TRANSACTION DESCRIPTION

FTB 5947-A (5-77)

856(8i)

STATE OF CALIFORNIA

FRANCHISE TAX BOARD  
SACRAMENTO, CALIFORNIA 95867



October 13, 1977

In reply refer to  
342:RTP:JJ:wh

Apostolic Corporation  
P. O. Box 15156  
San Francisco, CA 94115

Corporate Number 7640140

Enclosed is a tax clearance certificate valid to December 15, 1977. A copy has been forwarded to the Office of the Secretary of State today.

An inquiry should be directed to the Office of the Secretary of State, Sacramento, CA 95814, as to the necessary action to be taken to dissolve. Such proceedings are a function of that office.

*J. He*  
Tax Auditor  
Tax Clearance Unit  
Telephone (916) 355-0895  
P. O. Box 1468  
Sacramento, CA 95807

ENC.

B5b(8j)

NEWELL RAWLES (1909-1978)  
DONALD G. HINKLE  
PATRICK M. FINNEGAN  
JARED G. CARTER  
JAMES R. MAYO

LAW OFFICES OF  
RAWLES, HINKLE, FINNEGAN & CARTER  
380 WEST STANDLEY STREET  
POST OFFICE BOX 780  
UKIAH, CALIFORNIA 95482  
(707) 492-8824

July 26, 1978

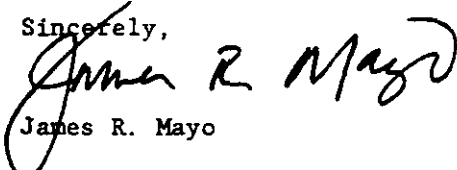
Mr. Marshall Bentzman  
1256 Market Street  
San Francisco, CA 94102

Re: Snyder v. People's Temple

Dear Mr. Bentzman:

Pursuant to my conversation with Charles Garry on July 26, 1978, I understand that you will accept service on behalf of People's Temple. Enclosed is a copy of the summons and complaint in this matter, along with a notice and acknowledgment of receipt. Please sign the notice where indicated and return the same to this office.

Sincerely,

  
James R. Mayo

JRM:jw  
encs.

B5b(8k)

NAME AND ADDRESS OF SENDER Rawles, Hinkle, Finnegan & Carter P. O. Box 720 Ukiah, CA 95482		TELEPHONE NO	For Court Use Only
Insert name of court, judicial district or branch court, if any, and Post Office and Street Address SUPERIOR COURT FOR THE STATE OF CALIFORNIA COUNTY OF MENDOCINO Courthouse -State and Perkins Streets Ukiah, CA 95482			
PLAINTIFF: ROBERT L. SNYDER and MARY E. SNYDER			
DEFENDANT: PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST and DOES I through X			
NOTICE AND ACKNOWLEDGMENT OF RECEIPT			Case Number 40049

TO: PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST  
(Insert name of individual being served)

This summons and other document(s) indicated below are being served pursuant to Section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it to me within 20 days may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. Section 415.30 provides that this summons and other document(s) are deemed served on the date you sign the Acknowledgment of Receipt below, if you return this form to me

Dated: July 26, 1978

*James R. Mayo*  
JAMES R. MAYO (Signature of sender)

#### ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of (To be completed by sender before mailing)

1. ☒ A copy of the summons and of the complaint
2. ☐ A copy of the summons and of the Petition (Marriage) and
  - ☐ Blank Confidential Counseling Statement (Marriage)
  - ☐ Order to Show Cause (Marriage)
  - ☐ Blank Responsive Declaration
  - ☐ Blank Financial Declaration
  - ☐ Other: (Specify)

(To be completed by recipient)

Date of receipt

(Signature of person acknowledging receipt with title if acknowledgment is made on behalf of another person)

Date this form is signed

(Type or print your name and name of entity, if any on whose behalf this form is signed)

B5b(8) right all

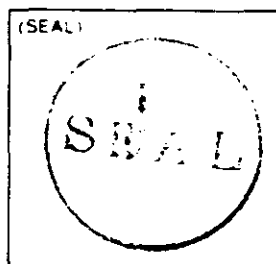
NAME AND ADDRESS OF ATTORNEY <b>Rawles, Hinkle, Finnegan &amp; Carter</b> P. O. Box 720 Ukiah, CA 95482  ATTORNEY FOR <b>Plaintiffs</b>  <small>Insert name of court, judicial district or branch court, if any, and Post Office and Street Address</small>  <b>SUPERIOR COURT FOR THE STATE OF CALIFORNIA</b> <b>COUNTY OF MENDOCINO</b> <b>Courthouse, Ukiah, CA 95482</b>	TELEPHONE NO.          FOR COURT USE ONLY
PLAINTIFF <b>ROBERT L. SNYDER and MARY E. SNYDER</b>	
DEFENDANT  <b>PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST and DOES I through X</b>	
<b>SUMMONS</b>	
CASE NUMBER <b>40049</b>	

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

**(AVISO!)** Usted ha sido demandado. El Tribunal puede decidir contra Ud. sin audiencia a menos que Ud. responda dentro de 30 días. Lea la información que sigue.

1. **TO THE DEFENDANT:** A civil complaint has been filed by the plaintiff against you. (See footnote 1.)
- a. If you wish to defend this lawsuit, you must, within 30 days after this summons is served on you, file with this court a written pleading in response to the complaint. (If a Justice Court, you must file with the court a written pleading or cause an oral pleading to be entered in the docket.) Unless you do so, your default will be entered upon application of the plaintiff, and this court may enter a judgment against you for the relief demanded in the complaint, which could result in garnishment of wages, taking of money or property or other relief requested in the complaint.
  - b. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be filed on time.

**VIOLA N. RICHARDSON**  
 DATED June 22, 1978  
 Clerk, By **MARY GILLEY, ASST. CO. CLERK**



2. **NOTICE TO THE PERSON SERVED:** You are served
- a. ☐ As an individual defendant
  - b. ☐ As the person sued under the fictitious name of
  - c. ☐ On behalf of **People's Temple of the Disciples of Christ**
- Under ☐ CCP 416 10 (Corporation) ☐ CCP 416 60 (Minor)  
☐ CCP 416 20 (Defunct Corporation) ☐ CCP 416 70 (Incompetent)  
☐ CCP 416 40 (Association or Partnership) ☐ CCP 416 90 (Individual)  
☐ Other
- d. ☐ By personal delivery on (Date)

\*The word "complaint" includes cross-complaint; plaintiff includes cross-complainant; defendant includes cross-defendant; singular includes the plural and masculine includes feminine and neuter. A written pleading, including an answer, demurrer, etc., must be in the form required by the California Rules of Court. Your original pleading must be filed in this court with proper filing fees and proof that a copy thereof was served on each plaintiff's attorney and on each plaintiff not represented by an attorney. The time when a summons is deemed served on a party may vary depending on the method of service. For example, see CCP 413 10 through 415 40.

Form Adopted by Rule 982 of  
The Judicial Council of California  
Revised Effective January 1, 1977

(See reverse side for Proof of Service)

**SUMMONS**

**CCP 412 20 412 30**  
**B5b (8m)**

ENDORSED-FILED

22 1978

VIOLA RICHARDSON  
MENDOCINO COUNTY CLERK

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF MENDOCINO

ROBERT L. SNYDER and MARY )  
L. SNYDER, )  
Plaintiffs, )  
v. )  
PEOPLE'S TEMPLE OF THE )  
DISCIPLES OF CHRIST and )  
DOES I-X inclusive, )  
Defendants. )

No.

COMPLAINT FOR RECOVERY OF  
PERSONAL PROPERTY AND FOR  
DAMAGES

Plaintiffs allege:

I

Defendant, PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST is,  
and at all times herein mentioned was a non-profit association.

II

The true names or capacities, whether individual, corporate,  
associate or otherwise, of defendants DOES I-X inclusive are  
unknown to plaintiffs, who therefore sue said defendants by such  
fictitious names and the said defendants are sued pursuant to  
the provisions of Section 474 of the Code of Civil Procedure.

III

Plaintiffs are the owners and entitled to immediate possession

1

OFFICES OF  
WLES. HINKLE  
JNEGAN &  
RTER  
W. STANDLEY ST  
T OFFICE BOX 720  
AM. CALIF 95482  
482-8694

B5b(8n)

1 of the following described property, to wit: that certain 7 1/2  
2 horsepower "Napa" air compressor, motor number R90806DD731.

3 IV

4 Defendants obtained possession of the above described  
5 personal property by virtue of a written lease entered into  
6 between plaintiffs' predecessor in interest, Jack Cox, and  
7 defendants on October 19, 1977. Said lease was assigned to the-  
8 plaintiffs on or about December 15, 1977. A true copy of said  
9 lease is attached hereto and marked Exhibit "A" and incorporated  
10 herein as though set forth at length.

11 V

12 The said lease terminated by its terms on April 19, 1978.  
13 Under the terms of the said lease, defendants became obligated  
14 upon termination of the said lease to return possession of the  
15 leased premises, including the said air compressor, to plaintiffs.  
16 Thereafter and prior to June 17, 1978, defendants vacated the  
17 premises which were the subject of the said lease.

18 VI

19 On or about June 17, 1978, defendants wrongfully and without  
20 plaintiffs' consent and in violation of the terms of the said lease,  
21 entered the premises which were the subject of the said lease,  
22 and removed the said air compressor from the said premises.

23 VII

24 Although plaintiffs have demanded that possession of the said  
25 air compressor be restored to plaintiffs, defendants have refused  
26 and continue to refuse to return the said air compressor to plaintiffs

1 and defendants continue to wrongfully withhold possession of the  
2 said air compressor from plaintiffs.

3 VIII

4 The said air compressor has a reasonable value of  
5 approximately \$3,000.

6 IX

7 As a direct and consequential result of the unlawful taking  
8 of the said air compressor by defendants, plaintiffs have been  
9 deprived and will continue to be deprived of the use of the said  
10 air compressor and the use of the building in which the said  
11 air compressor was located. All to plaintiffs' damage in an  
12 amount which is presently unknown to plaintiffs.

13 X

14 Paragraph 11 of said lease provides that in the event  
15 litigation between the lessor and lessee relating to the lease,  
16 the prevailing party shall be entitled to a reasonable sum for  
17 attorneys' fees. Plaintiffs are informed and believe and thereon  
18 allege that the reasonable attorneys' fees and court costs that  
19 plaintiffs will incur in this matter will be a sum not less than  
20 \$2,500.

21 WHEREFORE, plaintiffs pray judgment against defendants as  
22 follows:

23 1. For the recovery of the possession of said personal  
24 property or for the sum of \$3,000, the value thereof, in case  
25 delivery cannot be made;

2. For damages for the loss of use of the said air compressor

3.

B5b(8n2)

1 and loss of use of the building in which it was located according  
2 to proof;

3 3. For costs of suit incurred herein;

4 4. For reasonable attorneys fees according to proof;

5 5. For such other and further relief as the court may deem  
6 proper .

7 Dated: June 22, 1978.

8

RAWLES, HINKLE, FINNEGAN & CARTER

9

10

By James R. Mayo  
JAMES R. MAYO

11

Attorneys for plaintiffs

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V OFFICES OF  
WLES. HINKLE  
INEGAN &  
RTER  
W STANDLEY ST.  
T OFFICE BOX 720  
AH CALIF 95482  
462-8694

LEASE made this 19th day of October, 1977

between

as "Lessors," Redwood Empire Realty & Investment Company, Inc.  
and

as "Lessee," Peoples Temple of the Disciples of Christ

For and in consideration of the rents, covenants, terms and conditions of the Real Estate Purchase Contract & Deposit Receipt dated September 2, 1977 and Counter Offer dated September 8, 1977 by and between Peoples Temple of the Disciples of Christ and Redwood Empire Realty & Investment Company, Inc., and agreements hereinafter agreed by Lessee to be paid, kept and performed, Lessor leases unto Lessee and Lessee rents from Lessor the following described premises situated in the area of Redwood Valley, County of Mendocino State of California:

That certain 8,000 sq. ft. steel building (Bus Barn) and the land underneath the building together with ingress and egress over the existing driveway. Being a portion of the premises commonly known as 3461 East Road, Redwood Valley, California together with the following equipment: (See attached Exhibit "A")

together with appurtenances for a term of six (6) months commencing on the 19th day of October 1977, and ending on the 19th day of April 1978.

In conformity with the aforesaid Real Estate Purchase Contract and Deposit Receipt and Counter Offer no rental shall be charged or payable for the said six (6) month term.

B5b(80)