

April 5, 2005 ©Homer Kizer

## **Commentary — From the Margins**

### ***Closing the Loop***

#### **A Port Austin Update**

Here at Port Austin, Norman Scott Edwards has now filed the first handful of lawsuits that will prove his legal undoing. More suits will be coming—from him as well as against him by both condominium associations, by the campground, by the township, by Terry Williams, and by who knows how many others, including possibly the fellow who plowed snow and who is apparently being stiffed by Edwards for nearly \$700. The District Court for 73B Judicial District will have to decide whether the suits should be combined. All of the suits will include the same issue, whether Edwards committed fraud when he refiled on September 17, 2004, in his name alone the purchasing agreement initially filed as Liber 1048, pages [223](#), [224](#), [225](#) & [226](#), dated April 28, 2004, signed by Messrs. Philip Daniel Frankford, Paul Douglas Drieman, Norman Scott Edwards, and Terry Monte Williams. The attorneys involved contend that Edwards' action constitutes fraud. The court will have to decide if the attorneys are correct. Edwards will represent himself in these actions.

Edwards on February 28<sup>th</sup>, after business hours and as a major snowstorm was beginning—accompanied by Bill Buckman, Edwards' grown son Joel, and Carl Krull—physically intimidated and extorted moneys from white-haired Katherine Byrne (Pleasant View Unit 4) under threat of turning her water off. She insisted she had previously paid the bill [she has evidence to support her claim], but Edwards demanded and received a second payment for the same billing at a time when she was home alone. And Edwards' actions so infuriated the Pleasant View Condominium Association that the Association by unanimous vote decided to place payments of all of their water and sewer bills in an escrow account until Edwards is removed, or can legally establish his authority to collect.

With his entourage in tow, Edwards next attempted to turn the water off to Phil Frankford's residence in the Little Caesar's building, with Phil's six minor children at home. Phil used his cell phone to call the sheriff, who directed Edwards to cease and desist. Although I was present throughout the exchange between Frankford and Edwards, I didn't hear most of what the sheriff told Edwards when Phil handed Edwards his cell phone. However, Edwards' ear was scarlet as he removed himself to the center of the road before leaving Phil's property to attempt to turn the water off to Ray Heins' building, where he broke the shut off valve, thereby creating additional legal problems for himself.

Undaunted, Edwards promptly filed a lawsuit against Frankford for three thousand dollars (\$3,000) without first sending Frankford a billing for that amount—Edwards through Bill Buckman sent the billing yesterday (April 4, 2005). His failure to first bill before filing a lawsuit to collect the amount was merely an oversight on Edwards' part, or so Buckman apparently contends.

So not many Port Austin updates were posted in March as the first round of Edwards' filed lawsuits were being addressed. Members of the Hillcrest Condominium Association placed a squirrel crossing road sign directly across the street from where Edwards' has been temporarily residing in Windy Hill. Edwards has become a bad joke here on the hill as spring arrives in the greening of grass that will soon require mowing.

The seasons, like all things, pass from what was to what will be, the defining characteristic of time. Edwards' presence at Port Austin will also pass. This resort community will not long remember him after he leaves. But for a while, he will be remembered as that fellow with a bulging briefcase and a monk's haircut who on March 16<sup>th</sup>, and 17<sup>th</sup>, marched into the township's office to protest his property tax liability, approximately \$1,100 per month for \$600,000 worth of real property, the township's assessment of the value of the real estate to which he now claims sole ownership through being the only trustee of the Port Austin Sabbatarian Church Community Sacred Purpose Trust (PASCCSPT). He demanded that the properties be removed from the tax roles as the properties were being used for ministry. But the township officials, present on the property and actually renting one of the buildings to which Edwards claims ownership, were unable to determine any ministry work being done by Edwards. They, like the rest of us, were unable to determine that Edwards is doing any work at all. Rather, Edwards, if not yet in Arthur Hawkins' employment, apparently exists on donations and credit cards and what he can extort in water bills.

The sheriff's office investigated Edwards' collection of water bills. Although making no public statements yet, the sheriff's office apparently determined (as reported to property owners) that Edwards has legally obligated himself to pay all of the sewer bills to the township water and sewer district, but has no authority to collect for either water or sewer services. Edwards has legally assumed the responsibilities of the developer [the 754<sup>th</sup> Corp] of both the Hillcrest Condominium Association and of the Pleasant View Condominium Association. The developer is to provide water and sewer services to both associations. But Edwards lacks having a maintenance agreement (point 12 of Liber 1048) in place by which he can collect monies for providing these services. Instead of drafting a new agreement, Edwards presently relies upon the maintenance agreement made between the developer and Eternal Life Bible Institute (ELBI), when ELBI controlled the majority of the units of the condominium associations and could make decisions for both associations without consulting other owners. ELBI sought to dissolve both associations, but could not legally do so. Thus, ELBI divested itself of several units before selling the remainder of its holdings to PASCCSPT, which must now negotiate agreements with its neighbors. Therefore, because the reformed condominium associations have, or are proceeding to repudiate the agreements that ELBI made with itself as the majority owner of the condo units, Edwards lacks the contractual ability to collect moneys for water and sewer services. Unlike ELBI, which by contract represented the developer and as majority owner represented

the condo associations, Edwards by contract only represents the developer, if the contract is valid. The argument will be made in court that ELBI's maintenance agreement was voided with the sale of its assets. The additional argument will be made that Edwards has by majority vote of the signatory parties to Liber 1048 been barred from collecting moneys on behalf of PASCCSPT ([Liber 1085](#), pages 694-695). But Edwards has continued the heavy-handed tactics of ELBI, relying now on township ordinances to collect. He is not, however, an officer or agent of the township. The water is from private wells located on the common grounds of the Hillcrest Condominium Association. Thus, his apparent alienation of everyone here on the hill has left him in a quandary that will only end with his removal from the area.

The properties here on the hill could have been purchased for \$250,000, or so Edwards wrote in the e-edition of [Servants News](#) sent to a 1,000 people willing to support him in January 2004. He might have been able to afford the property tax of a quarter of a million dollars of real property. But he and Warwick Potts made sure that \$420,000 in sting money was in the contract signed and recorded and herein identified as Liber 1048. The value of \$600,000 that the township determined as real property value was based upon the number of square feet in the buildings to which Edwards now claims ownership. The township didn't realize that it could have taxed Edwards at an even higher evaluation. They will, most likely, when Edwards appeals assign the properties identified in Liber 1048 the higher evaluation of \$670,000. And so goes the situation here for Edwards, who just coincidentally forgot to send Philip Frankford a bill before filing suit against him to collect that billing.

All of us welcome the arrival of spring...and of squirrel season, which begins for me April 28<sup>th</sup>. Edwards and I have a pre-trial conference with the judge in his suit against me for damage to a water meter that occurred in January, for damage that occurred after Hawkins evicted me from the house Edwards sold me. And as in the case with Frankford, Edwards didn't first send a bill for the water meter.

\* \* \* \* \*