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Commentary — From the Margins
The Case of Disappearing Trustees —
Another Episode in the Port Austin Soap Opera

In the case that has quickly become identified as the most blatant case of fraud to have occurred in Huron County within the past quarter century, additional information has surfaced within the past ten days as investigation of trustee erasing continues. To bring observers up to speed, four men—Paul Drieman, Terry Williams, Norman Edwards, and Philip Frankford—committed themselves to each other and to God to establish a Sabbatarian Community at Port Austin, Michigan. Norman Scott Edwards, in numerous letters and public correspondences, identified the four men as trustees of the ***Port Austin Sabbatarian Church Community, a Sacred Purpose Trust*** (PASCC). Two examples are here enclosed: the first is an e-mail letter to Peter Kershaw of Branson Missouri, whom the four men retained to write their trust agreement (the attached email is dated April 7, 2004, [page one](#) & [page two](#)). The second example is the letter mailed to “All owners of units formerly part of the Air Force Base at Port Austin.” This attached [6-page letter](#) and “[Questionnaire](#)” is dated April 12, 2004. And on April 28, 2004, the four men signed the purchase agreement (identified herein as “Liber 1048” and attached [page 223](#), [page 224](#), [page 225](#), [page 226](#) that has become the subject of their erasure.

But Norman Scott Edwards removed the other three trustees in what is now being called the most blatant case of fraud within the memories of local attorneys.

On August 30, 2004, a Warranty Deed for Parcel 1, described in Liber 1048, was granted by Gary and Lori Babcock to ***Port Austin Sabbatarian Church Community, a Sacred Purpose Trust.***, the entity that consists of the four publicly identified trustees that signed the April 28, 2004 purchasing agreement (see attached copy of the deed, [Liber 1078 page 110](#), [Liber 1078 page 111](#)). This Warranty Deed, however, should not have gone to PASCC, but to Eternal Life Bible Institute (ELBI), a Minnesota 501(c)(3) corporation under [Point 5](#) of Liber 1048. And apparently the Warranty Deed was sent to ELBI, or directly to Cynthia Hawkins, wife of Arthur Hawkins and President of ELBI. For this Warranty Deed was not recorded until October 18, 2004, the same day when Arthur Hawkins (through Cynthia Hawkins, his wife and attorney in fact) paid the delinquent property taxes on Pleasant View Condo Unit #3, the residence I purchased from Norman Scott Edwards, but from which I was evicted by Arthur Hawkins. Apparently Lori Babcock, a Realtor with an office in Bad Axe, the county seat for Huron County, didn't personally record the Warranty Deed. Rather, the Warranty Deed was filed when Hawkins' took care of his legal matters in Huron County.

With the granting of the Warranty Deed for Parcel 1 to PASCC, the actions of Norman Scott Edwards bring true fraud heavyweights into play. Arthur Hawkins and two other defendants were involved in the largest fraud case in American jurisprudence, the case of Exide Batteries sending defective batteries to Sears &

Roebuck, then bribing the purchasing agent for Sears to continue making purchases from Exide. Hawkins was convicted of wire fraud, and is presently serving his third year of a ten-year sentence in Federal prison. (Hawkins professes to now being a born-from-above disciple of Christ Jesus, so letters of encouragement might be posted to him at the following address: Arthur Hawkins #05583-025, PO Box 6000, Ashland, KY 41105-6000.)

Now to the case of the erased trustees: on September 17, 2004, Norman Scott Edwards in conspiracy with Warwick Potts, using Point 19 of Liber 1048 made the technical correction of refileing the Purchasing Agreement for Parcel 1 and Parcel 2 in only his name. Remember, a Warranty Deed has already been issued for Parcel 1 by Gary and Lori Babcock to **Port Austin Sabbatarian Church Community, a Sacred Purpose Trust..** All four trustees are now joint owners of Parcel 1. When this Warranty Deed was issued, there has been no so called disqualification of trustees by Edwards, his justification for removing Drieman, Williams, and Frankford from the revised Purchasing Agreement. Edwards simply steals the property from the other three trustees by refileing a fraudulent purchasing agreement. Edwards coveted the property, and he stole it.

But Edwards apparently unwittingly incorporates Peter Kershaw in his conspiracy. After acknowledging to the other three trustees that Edwards knows nothing about trusts, Edwards pays Kershaw \$100 for an hour of his time. Edwards sent to Kershaw a list of ten questions, such as, #4. *Would it be better to form an LLC, or an LLP to do the negotiation and sign the agreements?* Kershaw answers these questions and agrees to write PASCC's trust agreement for \$2500. On April 13, Edwards reports to the other three trustees that the trust agreement will be ready in a week. And apparently, it was. But Edwards doesn't show this trust agreement to the other three trustees. Rather, he claims the trust has errors that need to be corrected, the foremost error was that it required the signatures of all four trustees.

Kershaw, retained by the four trustees to write a Sacred Purpose Trust agreement, now produces a second trust agreement that makes Terry Williams an Independent Trustee, and requires the signatures of only the other three trustees. This agreement is not acceptable to Philip Frankford, who is committed to seeing that the trust includes all four signatory parties of Liber 1048. So Edwards apparently directs Kershaw to produce a trust agreement that leaves Frankford out in the cold. And this is the first trust agreement that Edwards shows the other trustees...Edwards doesn't reveal the existence of this agreement until on or about September 12, 2004.

The trust agreement should have been ready for the four trustees to sign by April 20, 2004. The four trustees expected it to be given to them before they signed the Purchasing Agreement identified as Liber 1048 on April 28, 2004. And apparently it was. But then Edwards refused to show the work of Peter Kershaw to the other three trustees. And Edwards continued to refuse to show any of Kershaw's work to the other three trustees until after the Warranty Deed for Property 1 was conveyed to PASCC.

However, on August 20, 2004, Edwards in a private phone conversation initiated by Peter Kershaw directed and/or verified that the fourth Sacred Purpose Trust agreement that Kershaw would produce for the \$2500 paid him could be signed by only one trustee. At the time when the last payment for Property 1 was made to Gary and Lori Babcock in August, Edwards sought from Peter Kershaw a trust agreement by which Edwards could erase the other three trustees in a “Christian” manner. And while Williams, Frankford, and Drieman were reading the trust agreement presented to them by Edwards, Norman Scott Edwards filed a different Sacred Purpose Trust agreement, a skeleton of the agreement given to Williams to study.

But true fraud heavyweights do not necessarily remove co-conspirators in a “Christian” manner. Art Hawkins is praying for an early release from Federal prison. And whereas Hawkins filed quit-claim deeds for Pleasant View Condo Units #8 and #9, and a quit-claim deed for the residence on the corner of M-53 & Highway 25, Hawkins retains interest in Property 1 and Property 2 described in Liber 1048. He consigned his interests in these two parcels to ELBI on December 10, 1999, but he didn’t quit his interests in these parcels. Rather, he was sheltering these parcels in the tax-exempt 501(c)(3) corporation, of which his wife was President in July 2004.

Exide Batteries admitted wrongdoing in December 1999, but for the previous two years, the corporation and its chief executive officer Arthur Hawkins knew that exposure was inevitable, that financial ruin was likely. And it was during this period when Hawkins’ religious conversion occurred, and when Hawkins began purchasing properties from which ministry could be conducted. Although the timing of when financial ruin was likely and when Hawkins becomes a Christian seems terribly coincidental, God has used such humbling to bring others to Christ, so benefit of doubt must be extended to Hawkins. Nevertheless, as a person of considered substance, Hawkins would want to retain as much of his personal assets as possible so that he could do ministry work after his release. Therefore, it is reasonable to proceed with the premise that Hawkins placed as many of his personal assets as possible in ventures that could not be seized during the two years when he knew that the jig was up. One of those ventures is here at Port Austin.

Money, however, became a problem because of Hawkins’ incarceration. ELBI, the tax-exempt entity to which Hawkins assigned many contracts he had made in March 1999, was having problems meeting its obligation to Gary and Lori Babcock, and to the 754th, the corporation formed to purchase the former Air Force Base from Huron County. ELBI needed someone to make its payments. And Norman Scott Edwards enters with Terry Monte Williams and Philip Frankford in tow. Early on, Edwards identified these men to Art Hawkins and Warwick Potts as two who could purchase ELBI’s assets in Huron County.

But sheltering assets in a tax-exempt corporation does no good if the person doing the sheltering loses the assets; thus, a course of action needed to be established that would have these assets return to Art Hawkins at a future date.

The other three trustees of PASCC allowed Edwards to make contact with Peter Kershaw for them because allegedly Edwards had more legal experience than did any of them. Indeed, Edwards had worked hard to find a loophole by which he could cause property owners to donate their residences and/or businesses to PASCC. He found that the Government Accounting Office (GAO) had placed in the deeds an excess profit clause—and he found that Huron County had first right of refusal whenever any of the property was sold. And the letter Edwards sent to all property owners caused at least one of the owners to contact the county’s prosecuting attorney, for this owner wanted to see Edwards in jail. This owner believed that Edwards was another scam artist of the same stripe as were the ministers of ELBI, who had taken his money but had refused to give him a contract for the property he purchased. His case is similar to my own, but Warwick Potts took his money.

Thus, after the Warranty Deed to Property 1 had been conveyed to PASCC, Norman Scott Edwards filed an amended purchasing agreement, known herein as Liber 1073, with only himself as the signatory trustee for a Sacred Purpose Trust of which he is the only trustee. He thereby erased the other three trustees from legal existence—until such time as these brothers in Christ take a thief to court. Edwards has been banking on the three of them not taking him to court. Thus, Edwards through his mouthpiece Royce Mitchell has been betting that a perversion of Matthew 18 will cause these three to silently suffer being defrauded in the manner Paul suggests in 1 Corinthians 6:7.

The three erased trustees might well have continued to suffer in silence if Arthur Hawkins had quit his claims to the Port Austin properties. But with the continuing development of Hawkins as the power behind Edwards, the three trustees have begun to move against those who eventually will have to erase Edwards from Port Austin to retain concealed assets. In the words of one attorney, “These guys need to be taken down.” And so they all will be, for God will not be mocked.

In the emerging case, two entities have filed in Huron County paperwork coming from the office of John M. Rickels, Esq., an attorney representing Arthur Hawkins. The reason for, and the identities of the two entities are not today known, but are shortly expected to be discovered as ELBI begins to yield its secrets.

The three erased trustees have actual out of the pocket losses of about \$300,000. So it is difficult for them to silently suffer being defrauded. None of them are truly wealthy. All of them are middle class wage earners who were willing to place their assets into an actual community of Believers, dedicated to being a light set on a hill. And it is where the model of this light today sits that their wealth lies.

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