

June 14, 2007 ©Homer Kizer

Commentary — From the Margins

Norm, You Are a Liar!

Edwards' Mending Fences Letter

On Thursday, 31 May 2007, Norman Scott Edwards sent an e-letter to his supporters. I am not on his mailing list; so it took more than a week for a copy of that letter to be forwarded to me with a query about Edward's reference to me suing him. The reference is, "Homer and Carolyn Kizer (who at one time filed and lost a suit attempting to take over our campus), have been evicted from Frankford's former property and have moved out." And you, Norm, know that this is untrue—I have never filed a suit against anyone. You know that I haven't sued you. If I had, I would have won as evidenced by when you as part of a water coop sued me, and your case was dismissed before I put on a defense.

I promised an occasional update of the situation here, and it is apparently past time to do so—

Terry Williams, one of the disappearing trustees, belatedly took his claim for damages to the Bad Axe, Michigan law firm of Cubitt & Cubitt in May 2005. Trial was scheduled for November 2006, but Edwards intentionally or unintentionally caused the trial to be rescheduled for February 2007, then rescheduled for June 2007, and now rescheduled for November 2007. Michigan claims to have streamlined its civil claims procedures, but the process is still long and drawn out, especially when Edwards has taken the issue of him representing the "trust" to the Appellate Court. Nevertheless, the number of additional times that Edwards can avoid defending himself in court is diminishing. A reckoning is not that far in the future, and maybe the case of the disappearing trustees can be put to rest.

In August 2004, Carolyn Smith-Kizer was hired by the four trustees [Williams, Drieman, Frankford, and Edwards] as executive bookkeeper and administrative secretary. One of her fiduciary responsibilities to the Port Austin Sabbatarian Community and Port Austin Sabbatarian Community Church was to register the name by obtaining a business license in the name of the Community and to defend the Community and Community Church from legal encroachment by similarly named organizations. She was severely taken to task by Philip Frankford in November 2004 for not filing a lawsuit against Edwards' *Port Austin Sabbatarian Church Community Sacred Purpose Trust*, but she was given no moneys by Williams, Drieman, or Frankford to retain or employ an attorney, and she had little legal experience. She had never drafted a complaint, and she was not interested in entering this world's court system as a novice. Nevertheless, when Edwards paid for a Yellow Book telephone listing for the Port Austin Sabbatarian Community Church—this edition of the Yellow Book telephone directory appeared in print in January 2006—with his telephone number, Carolyn could no longer ignore Edwards' blatant transgression of the Community Church's name. In exercising her fiduciary

responsibilities, she brought a suit against Edwards in which she sought to end Edwards' use of the Community's and the Community Church's names. And to that extent she was successful even though her case was dismissed because of its poorly crafted complaint—her claim against Edwards' continued use of the Sabbatarian Community's name will be refiled if the issued is not settled by Terry Williams' claim against his legal disappearance from purchase agreements for the physical property on the former Air Base.

By a conscious decision on my part, I am not a part of the Port Austin Sabbatarian Community Church, a non-denominational Sabbatarian fellowship. My association is with [The Philadelphia Church](#), which is not non-denominational. My contention has been that non-denominational assemblies are excellent places to enjoy a good potluck and share shallow fellowship—no work can get done, for there is no real agreement on how to read Scripture.

You, Norm, know that I have never sued you; you know that I am not a part of the Sabbatarian Community Church, so you are either sloppy in what you write (which I don't believe) or you are knowingly a liar, believing that I would never see this one sentence lie that isn't even accurate when you use the word "evicted" ... in July 2005 Rick Fields agreed to sell me the building addressed 8175 Port Drive, a building that Philip Frankford was buying from Rick, but a building on which he was behind in payments. An agreement was concluded between the two Frankfords (Philip and Kristal), Rick Fields, and me. Brenda of ReMax Sunrise, Port Austin, handled the sale and arranged for a contract to be drawn up, but it seemed that Philip Frankford backed out of the agreement he made. He blamed Rick Fields for backing out; regardless, the contract was not signed.

Frankford ceased making payments entirely in November 2005. Fields had to retain legal counsel to begin foreclosure procedures against Frankford. He had previously sold the buildings to Eternal Life Bible Institute (ELBI) and had to repossess these buildings in June/July 2004. So Fields was not happy with any of the so-called Christians who were purchasing property from him. Nevertheless, in May 2006 Fields and I reached a second agreement to purchase the property addressed 8175 Port Drive. But Fields' foreclosure against Frankford encountered "service" problems and dragged out until September 17, 2006, when District Court awarded Fields possession of the buildings, but gave to Frankford 90 days to redeem the property. So Fields was not free to sign another sales agreement until December 17, 2006.

On or about December 17th, I gave to Brenda of ReMax Sunrise a cashier's check for down payment moneys per my May 2006 agreement with Rick Fields. In the middle of January, however, the moneys were returned. Rick Fields, on advice of his attorney, would only accept cash for the full amount of the sale price of the building. His attorney strongly advised against him carrying another sales contract—and no one can blame Fields. Edwards was/is many months in arrears on his contract with ELBI. Fields had repossessed his buildings from both ELBI and Philip Frankford, both of whom have more moneys than I have. And I began looking for another piece of property to purchase.

After glitches stopped the sale on two pieces of property, I purchased property in the Port Austin area in April, and began perhaps the most difficult move I have ever undertaken (and this includes moving from Siletz, Oregon, to Kenai, Alaska, in 1974, and moving from Fairbanks, Alaska, to Pocatello, Idaho, in 1993). The problem with moves of only a few miles is that everything can be moved, but “everything” should not be moved.

So, Norm, we’re still here doing a work from Port Austin; still doing a larger work than you are; still doing a work with a disproportionately large web-footprint; still making disciples for Christ Jesus—and you, Norm, are still deceitful, still a liar, still lacking in any evidence of being born of Spirit. You said in your letter that you did not want to be here if God was not in what you are doing. Well, Norm, God is not in what you are doing; God is not a partner in deceit.

And I have given your one sentence more press than it deserves. For that I apologize to my readers.

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