

Escaping Adjudication: The Case that Continues to Divide

On 08 November 2007, plaintiff and defendant in the Williams vs. Edwards case met in Judge Knoblock's chambers, where a deal was being forced upon both: Michigan's Huron County Circuit did not want to hear the case, scheduled for two days, for which Defendant Edwards had placed 41 names on his witness list. After all, deer season would begin on the 15th, and both the judge and the attorney for Williams had plans to hunt away from the Thumb. Forty-one witnesses were far too many to be heard in a two day trial. Plus, there would be the problem of relevance: most of Edwards' case for filing the revised Purchasing Agreement (originally recorded on 28 April 2004) on 17 September 2004 rested on the fire that occurred in Edwards' dorm on 03 January 2005. In his pretrial pleadings, Edwards had asserted that trustee Paul Drieman's failure to perform his duties as maintenance supervisor had somehow resulted in the fire; thus, Drieman had disqualified himself to be a trustee, as had Philip Frankford, with whom Edwards could not get along. This left only Terry Williams and Norman Scott Edwards as potential trustees even though the four men had jointly sign the Purchasing Agreement dated 28 April 2004, and recorded in Huron County in Liber 1048, pages 223-226. And because Williams would not join with Edwards to eliminate the other two men with a few strokes of a pen, Williams had disqualified himself to be a trustee with Edwards as far as Edwards was concerned. This left only Edwards as a qualified trustee; hence, only Edwards signed the refiled Purchasing Agreement, recorded in Liber 1073, pages 62-65.

It was apparently just an oversight on Edwards' part that he did not notify the other three men that he had refiled the Purchasing Agreement, thereby eliminating them as trustees, until 29 October 2004.

Edwards was correct: both Frankford and Drieman were not qualified to be trustees of the Port Austin Sabbatarian Church Community, for neither would support Williams when it counted as Williams attempted to rectify the wrong that had occurred in September 2004—the wrong that eliminated the three of them from the property the four men had jointly purchased together. Frankford opted out almost from the beginning, leaving Drieman and Williams to undo the fraudulent Purchasing Agreement of 17 September 2004. And Drieman worked with Williams to bring the case to Bad Axe's Attorney Duane Cubitt, who would represent Williams in his attempt to recover his investment of over \$100,000 in the property from which he had been wrongfully excluded by a few strokes of a pen ... for Williams, these strokes could not have done more damage if they were from a sword.

But as the trial date neared, some 38 months after Edwards eliminated the three, Drieman began to have cold feet.

Attorney Cubitt told Williams that, based upon the amount of paperwork filed with Huron County's Recorder of Deeds, the only witness Williams would need would be Drieman to confirm the sequence of events that lead up to Edwards'

filing the revised Purchasing Agreement of 17 September 2004. Thus, on Williams' witness list was one name: Paul Douglas Drieman.

When it came time for the trial, Drieman had things to do in Missouri: he refused to return to Michigan to support Williams; he left Williams without the only witness Williams needed.

On Tuesday night [06 November 2007] late, Williams arrived alone back in Bad Axe, Michigan. He was a man betrayed now by all three of the men with whom he had purchased approximately \$670,000 worth of real property in April 2004. Thus, Williams did not have either the will or the resources to contend with Edwards, who had subpoenaed a small army of witnesses whose testimony would, most likely, have not been heard for lack of relevance.

A deal was forced, yes, forced upon both Williams and Edwards, who truly wanted to have his wrong-doing vindicated in open court. But opening day of deer season was almost at hand, and the court had more pressing matters.

As with all negotiated trial settlements, no wrong-doing was admitted, and the details of the settlement are not public knowledge. It is enough to say here that Edwards will be paying Williams for a long time, that donations to Edwards's so-called ministry will not be soon spent to indoctrinate Sabbatarian youth in whatever Edwards can teach them, but will go to land payments of \$5,000 per month to Eternal Life Bible Institute, and to Williams. But unless Edwards reneges on the settlement, they will not be going to further legal expenses—

The above statement is not true: Edwards will be back in court shortly, for he has collected a great deal of money in assumed names which he has no right to use. Thus, the settlement made mid-morning on 08 November 2007 will not end his legal difficulties, but will only see them take a different turn.

Because a negotiated settlement is not an adjudication of a case based upon its merits, Williams' case against Edwards is not truly settled until Edwards pays all of what he has agreed to Williams. And because Edwards does not today have the moneys necessary to make the land payments to ELBI but is tens of thousands in the arrears, it is unlikely that Edwards will pay Williams in a timely manner; therefore, the probability is high that the case of the missing trustees will be heard in Circuit Court when deer season is not at hand. Maybe then, Drieman will have repented of doing whatever he had to do on the Sabbath so that he could not return to Michigan with Williams for a trial scheduled for Thursday and Friday before opening day of the gun season.

But the case of the missing trustees needs not be adjudicated by any court of this world for it to function as the schism that divides disciples between genuine and false (1 Co 11:19) ... the disciple who eats with Edwards is on the wrong side of this schism, for Edwards has been marked as one to be avoided by the Port Austin Sabbatarian Community. The person who eats with him is as a publican; is truly a person of this world, a person who sees nothing wrong with the end justifying the means.

The theological claims and arguments made by the Port Austin Bible Center and by the Port Austin Sabbatarian Community and by *The Philadelphia Church* — *Port Austin* stand with the community's members on one side of the schism

caused by the case of the missing trustees. If these members with their claims and arguments represent Christ—a decision each Sabbatarian disciple will have to make—then those on the other side are of the prince of this world. Jesus said many are called, but few are chosen (Matt 22:14). The called are those who today identify themselves as true disciples of Christ. The few are those who will be glorified. And among them will be no one “who loves and practices falsehood” (Rev 22:15).

The person who writes of a real estate deal that, “This vagueness was intentional” (Edwards’ letter of 25 January 2005), or who files a revised Purchasing Agreement that eliminates three of four original trustees—and then gets too busy to notify these three for six weeks—practices falsehood. This is a person who has, unless he or she brings forth fruit worthy of repentance, marked himself or herself for death in the lake of fire. Edwards is, today, such a person. Prayers for him should be for his repentance; for today, those members of the Port Austin Sabbatarian Community that also form the Port Austin Bible Center have withheld forgiveness of Edwards’ sins (John 20:23) because of his lack of repentance.

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