

II. Things for ~~Maria~~ Carolyn

*Separately Attached  
in envelope  
personal to  
Maria)*

- out of date*
1. Maria - in the stuff I brought back was the attached - the rough of your affidavit. I am hoping that this was typed in final but I can't remember so I am sending it back just in case it has to be done again. Also found the affidavit that I had typed originally from your notes that you sent us long ago; I am returning that with this report in envelope - have Sarah and Chaikin go over it to see if it's relevant and do what you have to with it.
  2. Maria - these are notes from the discussions we had on the lawsuits which you can discuss with Sarah and Chaikin and whoever else - these are things that need to be done: Edwin Luckoo affidavit (if possible) re being present at meeting of Steve Katsaris w/you; Carolyn Layton affidavit re what she talked to Steve Katsaris about when he came to visit Maria, something about the church had encouraged Maria to see him; please make a duplicate of the tape that Paula played to McCoy of Maria's message to Steve Katsaris. These things need to be sent back to us, but I'm not sure how now that everyone has come back and the only way left is by mail... We had been expecting the affidavits to come back by way of Frances Johnson, but she left early and now we are stuck with no affidavits and court hearings coming up this month!
  3. Attached is copy of Answer to Complaint filed by our attorney. Bentzman in the air compressor lawsuit. *Also see interrogatories sent us by plaintiff Snyder*
  4. I am not sure if I left a copy of this with you, attached is transcript of meeting between Charles Garry, Vee, Florida, Archie, McElvane re Medlock suit. This was in August. The significance of this is what people on this end told Charles about what happened in the session with the Medlocks and what they thought was said by Robert. and Cleveland's
  5. Frank Garcia - he is Avis Garcia's brother. He is now out of jail after having been in for about 3 years. He is on probation for 2 years. He got a job, is living in Los Angeles with his mother. He has written many times while in jail, and keeps contact now. He was cleared to come back to service. C.J. and McElvane both say that Frank has a good attitude. He wants to transfer his probation to San Francisco where he can be closer to the church, and he wants to go overseas.
    - a. Can we work on getting his probation transferred to Guyana?
    - b. Meanwhile we can write to his p.o. and try to transfer him to San Francisco, where he could work on the crew with Archie if he couldn't go over soon.His stepdad is Richard Clark, who is overseas already.

B5b(18a)

II. Things for Maria/Carolyn

6. Percy Darden - attached is a copy of a letter that his probation officer in SF got which says that he has been granted by the court permission to go to South America but denied request for early termination of probation. Early this year Sandy and Hue met with his probation officer to try to get consideration of Percy going overseas on probation or getting his probation time cut. This was when Mary Darden, his companion, would not go overseas unless Percy went with her, and we already had 2 of her children overseas. After Hue and Sandy met with the p.o., Percy left the church for awhile and disappeared in L.A. Then he came back but Mary Darden still would not go over - til she got sick, had surgery, and finally was convinced to go over. Now Percy has brought this letter in, which, after talking with him, I find out that the judge added another technicality: he can go overseas to S.A. for one year. Percy says that doesn't matter because his probation will be up in April 1979. I told him to get proof in writing from his probation officer that his probation will be up in April 1979 so we know what we're dealing with. Meanwhile I am writing this up so you know what may be coming up soon. He wants to go over now, because Mary's over there. He still has not volunteered to help Archie, and when I asked him if he ever has time to help with the crating, he evaded it by saying his p.o. pressed him to get a job instead. (Oct 3) Well he has not got a job til this week, and all this past time he has not helped Archie. He got a job now, roofing, and asked me who to turn his money in to, so we shall wait and see. My personal recommendation would be not to press on his going over til we see him prove himself here - there's no promise that he would shape up over there either. He's a friend of David Gainous. Percy and Mary are not married. His probation officer is not pressing for him to go to S.A. either; she told him just to tell her when he gets ready to go. Note: he is on federal probation.
- a. Should we make arrangements for him to go over now?
  - b. Should we wait and try to work him into Archie's crew part time, like on weekends, or try to involve him somehow since he has not helped out on his own, ~~xxx~~
7. Serena Hunt - tell Jack Beam that a beginning date as near as I can trace it is around May 1976; that's when she signed the power of attorney. He was going to give the date to Rheavina and she would figure out an average of how much care was given to her. I don't have anything that shows when Serna moved.
8. Lisa Gibson - She is now 16, has a part-time job which will be full-time soon, though she will still be going to high school. Would Sarah and Chaikin and whoever there please consider the possibility of her filing for emancipation of minor status? She could live apart from her mom and pay room and board to another member. Would she have to get her dad's consent? He's still in Louisiana. Her mom's sent away for copies of the B5b(8a1)

## II. Things for Maria/Carolyn

## 8, continued - Lisa Gibson

divorce decree - see attached. However, the divorce decree does not award custody; it refers to reciprocal support order out of Texas, initiating court being Mendocino County (??), and it also says children are in Calif, out of jurisdiction of husband's divorce court. Does this mean that husband has nocustody rights?

If parents are divorced, do both parents still have to give consent to emancipation? Ask Sarah and Chaikin to look in Civil Code that I brought over to see if there's anything in CC or CCP or Probate Code about this. Lisa has an excellent attitude, still takes names at every service, works with Vernell on needs every week. Her brother Mark has gotten himself put on court probation from a breaking and entering charge, petty theft, and put in his mom's custody by the court for at least a year. This means both he and his mom will be here for at least a year. I doubt that we were planning on her mom going anyway for awhile because she plays the organ and is part of the musical arrangements for services, but still Lisa is stuck here. Lisa does not know what her dad's reaction would be if he had to sign a consent for her emancipation.

9. Roseanna Dickerson, Jeross Brown, Amanda Brown, her grandchildren. I talked with Sarah and Chaikin when I was there about Roseanna. They wanted Roseanna to get the children's dad to give consent one more time before she could come over with the grandchildren, of whom she is court appointed legal guardian. Here's the latest: Roseanna is going to San Bernardino this week to get dad's consent. Massadine, the oldest grandchild, has married and lives in San Bernardino so she won't be coming. Roseanna has been collecting afdc for Jeross and Amanda. Neither child lives with her. Jeross lives with Mary Donnell, who already receives afdc for her own children and can't let welfare know she has Jeross. Roseanna can't let Jeross and Amanda go to school because they live apart from her, in other districts, in San Francisco, while she is collecting afdc for them in Richmond. She had nervous breakdown last month or almost did, because of the strain they put on her, and that is why they were moved out of her home by us and placed with others. However, it is a day by day touch and go situation; any day now her worker could catch on to the fact that those kids are not in school. She already had to tell the worker the kids were sick. We do not understand why we have to be so careful with Roseanna. You now have Mona, with no court permission to take out of the state. You have Denise Johnson, with a dad who is out of the church. You have the Baker kids with their mom in LA. You have Nell Smart's kids. You have Ruby Johnson's grandchildren, Weith Newsome and 2 sisters, whose mom is in Texas. With Roseanna's particularly touchy situation, why can't she come over?
10. Marilyn Pursley, Cynthia Pursley - attached are copies of her divorce order and husband's consent for Cynthia to travel outside of US with Marilyn.

B5b(18a2)

1 MARSHALL R. BENTZMAN  
2 1256 Market Street  
3 San Francisco, Ca. 94102  
4 (415) 864-3131  
5 Attorney for Defendants

ENDORSED-FILED

DEC 14 1978

VIOLA RICHARDSON  
MENDOCINO COUNTY CLERK

6 IN THE SUPERIOR COURT OF CALIFORNIA  
7 COUNTY OF MENDOCINO

9 ROBERT L. SNYDER and MARY )  
10 L. SNYDER, )  
11 Plaintiffs, )  
12 v. )  
13 PEOPLES TEMPLE OF THE )  
14 DISCIPLES OF CHRIST and )  
15 DOES I-X inclusive, )  
16 Defendants. )

No. 40049

ANSWER TO COMPLAINT

17 COME NOW DEFENDANTS, in the above-entitled proceedings, and  
18 in answering the complaint on file therein, admit, deny and  
19 allege as follows:

20 I.

21 In answering paragraph I of the complaint, defendants deny  
22 each and every allegation contained therein.

23 II.

24 In answering paragraph II of the complaint, defendants have  
25 neither information nor belief sufficient to enable them to  
26 answer the allegations contained therein and, placing their denial

B5b(18b)

1 on that ground, deny each and every allegation contained therein.

2 III.

3 In answering paragraph III of the complaint, defendants deny  
4 each and every, all and singular, generally and specifically,  
5 the allegations contained therein and in this connection allege  
6 that at all times herein mentioned defendants have been and now  
7 are the owners of and entitled to immediate possession of the  
8 air compressor.

9 IV.

10 In answering paragraph IV of the complaint, defendants deny  
11 each and every, all and singular, generally and specifically  
12 the allegations contained therein.

13 V.

14 In answering paragraph V of the complaint, defendants deny  
15 each and every, all and singular, generally and specifically  
16 the allegations contained therein.

17 VI.

18 In answering paragraph VI of the complaint, defendants deny  
19 each and every, all and singular, generally and specifically the  
20 allegations contained therein.

21 VII.

22 In answering paragraph VII of the complaint, defendants deny  
23 each and every, all and singular, generally and specifically the  
24 allegations contained in said paragraph.

25 VIII.

26 In answering paragraph VIII of the complaint, defendants deny

1 each and every, all and singular, generally and specifically the  
2 allegations contained therein.

3 IX.

4 In answering paragraph IX of the complaint, defendants deny  
5 each and every, all and singular, generally and specifically the  
6 allegations contained therein.

7 X.

8 In answering paragraph X of the complaint, defendants deny  
9 each and every, all and singular, generally and specifically the  
10 allegations contained therein.

11

12 AFFIRMATIVE DEFENSES

13 I.

14 As defendants' first and separate affirmative defense,  
15 defendants allege that their conduct with respect to said air  
16 compressor was privileged in that at all times herein mentioned  
17 defendants have been and now are the owners of said air compressor  
18 and entitled to its immediate possession.

19 II.

20 As defendants' second and separate affirmative defense,  
21 defendants allege that said air compressor was never the subject  
22 of any lease entered into by defendants and plaintiff or plaintiff's  
23 predecessor in interest and that therefore said lease is  
24 irrelevant to the issue of ownership of said air compressor.

25 III.

26 As defendants' third and separate affirmative defense,

. 3.

B5b(18b2)

1 defendants allege that they sold to plaintiff's predecessor in  
2 interest certain real property located in Redwood Valley, Cali-  
3 fornia; that defendants and plaintiff's predecessor prepared  
4 an inventory which showed what personal property was to be in-  
5 cluded in the sale of the real property; that title to any item  
6 of personal property not listed in the inventory was to remain  
7 in defendant; that the air compressor was not listed on said  
8 inventory and that therefore title to said air compressor  
9 remained in defendants who were entitled to remove it when they  
10 vacated plaintiff's premises.

11 IV.

12 As defendants' fourth and separate affirmative defense,  
13 defendants allege that they removed said air compressor from  
14 plaintiff's premises in plaintiff's full view and with his  
15 knowledge and consent.

16  
17 WHEREFORE, defendants pray that:

- 18 1. Plaintiffs take nothing by this action;  
19 2. Defendants have judgment against plaintiffs for  
20 recovery of said air compressor or for the value  
21 thereof if delivery cannot be made;  
22 3. For costs of suit and reasonable attorney's fees;  
23 4. For such other and further relief as the court  
24 may deem proper.  
25  
26

1 Dated: September 13, 1978

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

*Marshall R. Bentzman*  
MARSHALL R. BENTZMAN  
Attorney for Defendants



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

VERIFICATION

I, JEAN BROWN, declare:

I am an officer, to wit: Assistant Secretary of PEOPLES TEMPLE OF THE DISCIPLES OF CHRIST a corporation organized and existing under the laws of California, which is the defendant in the above-entitled action, and I have been authorized to make this verification on its behalf.

I have read the foregoing Answer and know the contents thereof.

I am informed and believe that the matters stated therein are true and on that ground I allege that the matters stated therein are true.

Executed on September 13, 1978, at San Francisco, California.

I declare under penalty of perjury that the foregoing is true and correct.

Jean Brown  
JEAN BROWN

B5b(18c)

1  
2  
3  
-4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MENDOCINO

ROBERT L. SNYDER and MARY  
E. SNYDER,

Plaintiffs,

vs.

PEOPLES TEMPLE OF THE DISCIPLES  
OF CHRIST and DOES I-X,  
inclusive,

Defendants.

No. 40049

INTERROGATORIES TO  
DEFENDANT

To Defendant PEOPLE'S TEMPLE OF THE DISCIPLES OF CHRIST and  
to its attorney of record, MARSHALL R. BENTZMAN:

Pursuant to Section 2030 of the Code of Civil Procedure,  
Plaintiffs ROBERT L. SNYDER and MARY E. SNYDER propound the follow-  
ing set of interrogatories to defendant PEOPLE'S TEMPLE OF THE  
DISCIPLES OF CHRIST to be answered under oath within thirty (30)  
days.

In answering these interrogatories, you must furnish all in-  
formation as is known or available to you regardless of whether  
this information is possessed directly by you, or by your agents,  
employees, representatives, investigators, or by your attorneys

AW OFFICES OF 26  
LAWLES, HINKLE,  
WINNEGAN &  
CARTER  
90 W. STANDLEY ST.  
POST OFFICE BOX 720  
UKIAH, CALIF. 95482  
07 462-6694

B5b(18d)

1 or their agents, employees, representatives or investigators. If  
2 any of these interrogatories cannot be answered in full, please  
3 answer to the extent possible, specifying the reasons for your  
4 inability to answer the remainder and state whatever information,  
5 knowledge, or belief you do have concerning the unanswered portion.

6 1. What are the names of the individuals that dealt with  
7 Redwood Empire Realty and Investment Company, Inc. in negotiating  
8 and preparing the lease dated October 19, 1977 attached as  
9 Exhibit "A" to the complaint herein.

10 2. What are the names and addresses of any persons who dealt  
11 with the plaintiffs after the above mentioned lease was assigned by  
12 Redwood Empire Realty and Investment Company, Inc. to the plaintiffs,  
13 while said lease was still in affect.

14 3. What are the names and addresses of any individuals who  
15 had first hand information regarding the negotiations and prepara-  
16 tions of the above mentioned lease?

17 4. Does defendant deny ownership and right to possession of  
18 the subject air compressor in plaintiff because of its own claim  
19 of ownership?

20 5. If so, state:

- 21 a. The date on which defendant acquired ownership  
22 b. The manner in which it acquired ownership  
23 c. The name and address of the person, firm, or other  
24 entity that transferred title to the defendant  
25 d. The consideration given by the defendant for the  
transfer of title  
e. Whether such title is evidenced by any written  
document

1 6. If you will do so without a motion to produce, attach a  
2 copy of such written evidence of title to your answers to these  
3 interrogatories.

4 7. Is defendant's denial of plaintiffs' right to possession  
5 based on some claim other than ownership of the property? \_

6 8. If so, state:

7 a. The nature of the right claimed

8 b. The time and place such right was acquired

9 c. The name and address of each person granting such  
10 right

11 9. Does any person, firm, or entity other than the defendant  
12 claim an interest in the property as an owner, mortgagee, lienor,  
13 bailee, lessee, or otherwise?

14 10. If so, state:

15 a. The name and address of each claimant

16 b. The interest claimed by each

17 c. The date each interest was acquired

18 d. The relationship of each to the defendant as co-  
19 owner, bailee or as the case may be

20 e. Whether such person knows of the pendency of  
21 this action

22 Dated: September 15, 1978.

23  
24 RAWLES, HINKLE, FINNEGAN & CARTER

25  
26 BY

*James R. Mayo*  
James R. Mayo  
Attorneys for Plaintiffs

OFFICES OF  
LES. HINKLE,  
IEGAN &  
TER  
V. STANDLEY ST.  
OFFICE BOX 720  
I. CALIF. 95482  
02-6694

1 MARSHALL R. BENTZMAN  
2 Attorney at Law  
3 1256 Market Street  
4 San Francisco, CA 94102

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

DECLARATION OF SERVICE  
BY MAIL

I am a citizen of the United States and a resident of Mendocino County, California. I am over the age of eighteen years and not a party to the within above-entitled action. My business address is 390 W. Standley St., Ukiah, California. On this date I served the foregoing document, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States post office mail box at Ukiah, California, addressed in the manner set forth immediately above this declaration.

I declare under penalty of perjury that the foregoing is true and correct.  
Executed at Ukiah, California, on 9-18-78  
Judy New

OFFICES OF 26  
WLES, HINKLE,  
NEGAN &  
RTER  
W. STANDLEY ST.  
T OFFICE BOX 720  
AH, CALIF. 95482  
462-6694

B5b(1843)

8/17/78

Florida Smith (Johnson), 1435 Alvarado Terrace, L.A. age 44  
telephone (213) 387 1449  
Has been member of Peoples Temple 6 years, on the council 5 years.  
Is employed as Assistant Financial Manager, Markham Junior High School,  
has been there 5 years, part-time, 6 hours per day, \$500;  
before that worked at Lock High School

Verleña Hollins, 1435 Alvarado Terrace, L.A., age 31 telephone (213) 384 360.  
Has been member of Peoples Temple 7 years, 3 years on council,  
knew Medlocks 2 years plus.  
Employed as secretary, State of California, Division of Industrial Safety,  
salary \$850. Before that, worked 4 years for U.S.C. as supervisor  
of card catalog section

\*\*\*\*

Vee: Wade wanted to sell property and go to "promised land." He said  
sell house, give me my share; she can do what she wants.

Florida: The Medlocks had concession stand at Temple. Wade was the  
only one who sought out counsel. Wade was usually alone  
when requesting counsel meeting.

McElvane: Wade said that TOS told him he couldn't sell property unless  
they agreed or were divorced. TOS told him he couldn't  
handle the divorce because both were members of the church.

The property transaction was handled before McElvane was  
doing any of the real estate - his sister Kay Nelson did  
it. Kay found out Mrs. Medlock would not agree to sell,  
because she'd not been in on the beginning of the  
counselling with Wade.

Actually Wade had never asked Mabel for a divorce; he said  
he had, but it never happened.

Garry: How soon before property was sold that you had the meeting  
re the divorce, and Wade and Mabel were both there?

Vee - says weeks, don't really remember  
Florida says doesn't know

McElvane - At the meeting, Mabel was upset, seemed surprised to hear  
of divorce, left the room not wanting to sell. Wade  
wanted to give his part to the church; if she didn't want  
to, he'd get divorce. She didn't want that.  
Mabel said to the council, "why didn't you talk to me at  
the same time about selling the property; why did you  
just talk to Wade?  
We didn't want to tell Mabel Wade wanted divorce; it was  
up to Wade to tell her. He'd come to council separately;  
at this meeting we finally found out she never knew about  
his wanting divorce. At that point we weren't interested  
in the property because Mabel didn't want to sell.

B5b(18e)

2.

MacElvaque - The meeting with Marceline, Wade, Mabel - lasted 45 min to an hour, 3 months after Aug/Sep 1977?) on a Saturday afternoon. This was first time that we let Mabel know that at the previous meeting we hadn't known that Wade had not talked to her about divorce. She said it was Wade's idea; he wanted his money back.

Garry - When did you first hear they wanted their money back?  
Florida - thinks they were complaining before  
Vee - first heard from their niece, Clara.

A.J. - He and Rosie, his wife, used to stay overnights at Medlocks' home when they came to L.A. every other weekend for services, always stayed there. Wade would speak each time about his desire to put all assets into the church. This was over a period of about 8 or 9 months. Then, 6 to 8 months before the meeting, Archie and Rosie stopped staying at the Medlocks. One night they had stayed there, and Archie put his billfold under pillow when he slept. The wallet had church money in it, about \$300-400. He forgot about it, discovered he left it when he got to church. Called Medlocks. Turned out they had gone through the billfold and Wade was angry that Archie had so much money. Wade called someone at the church and told them about the money in the wallet. He told Archie, mentioned the money in the wallet. Archie told him it was the people's money, Wade acted like he didn't believe it. After that, at the concession stand, they would give Archie and Rosie food from the stand, and Wade would always talk about his wife not wanting to give property. Archie told him to give her a chance, don't pressure her. Archie went to Jim; Jim told Archie to tell Wade to forget it, don't worry about it. Wade had heart trouble.

Three years ago the Medlocks signed a paper, a deed, indicating their willingness to contribute property. Archie was there, Kay Nelson, and one other person Archie can't remember who. Archie explained the procedure to them; it was in the church council room in the LA Temple. Archie recommended talking to Mabel apart from Wade so she wouldn't be intimidated by him. Archie explained to her all needs would be met. She signed the paper, went out. Wade came in, complained re not being present when she was there. Archie explained why - he signed. Jim was conducting service while this was going on.

Wade acted offended because Archie got Mabel to sign and Wade couldn't. Wade said they worked together to get the property and both should have been together to sign it over. The deeds signed that day were not used for the actual sale. Archie never said they'd be put out of the church.

Close to a year later, there was a larger meeting, 20 plus people were in the room; Mabel was there with Wade, and Archie remembers Vee being there, and MacElvaque being there. Vee doesn't remember being there.

B5b(18e1)

- A.J. - Wade said he didn't want the property back. "I told Tim Stoen I wanted to get a divorce so I can give you the money and she can do what she wants with hers. Wade had requested council because he said she was complaining. But in council the issue was over his being pissed because they had not signed together. He said it was not fair to sign separately, we did them dirty.  
Jim was there - asked them if they wanted it back - Archie thinks this was about 2 years ago.
- Wade said, No I don't want my part back, I don't know about Mabel, but I don't want mine. I told you, Pastor Jones, all I have I want to go to the cause - it's up to Mabel. I told Tim Stoen if she wouldn't do it, I want to get a divorce so I can turn in my half and she can do what she wants with hers.
- Garry - What did Jim say?
- Archie - Jim said, do you want it back? He left it up to them to decide. It was not resolved at that meeting. Archie remembers, Jim said "the problem between the two of you is ~~that~~ it would take a death to settle this" (Vee remembers Jim saying this also.)
- Garry - to Vee - how do you interpret this? She says, Medlock has heart problem, might worry about it so much, end up with heart attack, not worth it.
- Archie - Mabel said - she took up the issue on separately signing the papers. Archie told her the reason we did it separately was to keep her from feeling intimidated by Wade.
- Garry - Asks if Medlocks are senile?
- Archie - Thought Mabel was very lucid.
- McElvane - Nothing was signed that night. At the end, after Mabel had left the council room, she decided she wanted to seal, and told the counselors outside the room.
- Kay Nelson's husband told McElvane that Wade had told him to tell Kay please sell my house cause I cant pay the taxes.
- Escrow papers were signed May 9, 1977. In presence of MacElvane and Kay; not sure if signed at the church or at Medlocks' house.
- Archie - Agrees with Garry that Jim said divorce is not the answer, only death would separate you, marriage until death do us part...
- Vee doesnt remember Wade saying he told TOS he wanted divorce, but Mac does and Archie does.

B5b(18e2)



BECKER

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
PROBATION OFFICE

September 7, 1978

ROBERT M. LATTA  
CHIEF PROBATION OFFICER

600 U. S. COURT HOUSE  
312 N. SPRING STREET  
LOS ANGELES 90012

RECEIVED

SEP 14 1978

U. S. P...  
NORTHERN...  
SAN FRANCISCO

Mr. Harry W. Schloetter  
Chief U. S. Probation Officer  
450 Golden Gate Avenue, Suite 18400  
San Francisco, California 94102

Attention: Ms. Meryl Becker  
U. S. Probation Officer

Re: DARDEN, Percy Eugene  
Docket No. CR 74-1750-R

Dear Mr. Schloetter:

This is to record our telephone conversation on August 22, 1978. We reported that in response to our second letter to the Honorable Manuel L. Real, the Judge granted Mr. Darden permission to go to South America, but denied our request for early termination of probation.

We hope that our efforts in behalf of Mr. Darden have been helpful to you. Please contact us if there are further inquiries.

Very truly yours,

ROBERT M. LATTA  
Chief U. S. Probation Officer

*Joyce L. Boroczki*  
JOYCE L. BOROCZI  
U. S. Probation Officer

JLB:ap

B5b(18.f)

No. 74-CI-13856

IN THE MATTER OF THE MARRIAGE	§	IN THE DISTRICT COURT
OF LEROY GIBSON AND JEAN	§	150th JUDICIAL DISTRICT
GIBSON AND IN THE INTEREST OF	§	
MONICA GIBSON, LISA GIBSON,	§	BEXAR COUNTY, TEXAS
MARK GIBSON AND MELITA GIBSON,	§	
CHILDREN		

DECREE OF DIVORCE

On the 17 day of February, 1975, came on to be heard the above styled and numbered cause wherein Leroy Gibson is Petitioner and Jean Gibson is Respondent and came the Petitioner in person and by his attorney and announced ready for trial, and the Respondent having been duly served with citation in the manner and for the time prescribed by law the return of which is on file herein, failed to file an answer and make an appearance herein, whereupon a jury being waived all matters of fact as well as of law were presented to the Court and the Court having examined Petitioner's Original Petition for Divorce and having determined that same is in due form and contains all of the allegations and information required by law and having heard the pleadings and the evidence and the argument of counsel and being of the opinion that the material allegations of such petition are supported by the evidence and are true and that all prerequisites of the law have been complied with and that Petitioner is entitled to a divorce as prayed for.

It further appearing to the Court that the following children, to-wit, Monica Gibson, born June 26, 1958, Mark Gibson, born January 1, 1962, Melita Gibson, born May 28, 1970 and Lisa Gibson, born January 1, 1963 were born to Petitioner and Respondent during their said marriage;

It further appearing to the Court, however, that said children reside in the state of California and are not within the jurisdiction of this Court and it further appearing that there is a reciprocal support order affecting the children in this suit, said order being in Cause No. 73-CI-11953, 45th District Court, Bexar County Texas, the initiating court being the Superior Court of the state of California for the county of Mendocino, Cause No. 34291; this

JVM 1975 378

B5b(18a)


Court makes no order or judgment affecting the parent-child relationship or support with respect to said children.

It further appearing to the Court that the parties to said suit have acquired no community property.

It is therefore, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore and now existing between Petitioner, Leroy Gibson and the Respondent, Jean Gibson, be and the same are hereby dissolved and that Petitioner and Respondent are hereby divorced one from the other.

It is further ORDERED by the Court that Petitioner pay all costs of this proceeding.

SIGNED THIS 17 day of February, 1975.

  
\_\_\_\_\_  
Judge Presiding

STATE OF TEXAS  
COUNTY OF BEXAR  
I, ELTON R. CUPE, DISTRICT CLERK OF BEXAR COUNTY, Texas, do hereby certify that the foregoing is a true and correct copy of the original record, now in my lawful custody and possession, as appears of record in Vol. 197A, Page 328-329 Minutes of 1504 Court on file in my office.  
Witness my official hand and seal of office, this

October 3, 1978

ELTON R. CUPE, DISTRICT CLERK  
Bexar County, Texas

By Frances Knight Deputy

B5b(487)  
(1891)

June 25, 1978

To Whom it may concern:

This is to certify that I hereby give my permission for my daughter Cynthia Pursley to travel outside the continental limits of the United States with her mother Marilyn Pursley.

William T. Pursley

Received by... Marilyn Pursley

Date 6-25-78

B5b (18h)

MARY MONTGOMERY  
ATTORNEY AT LAW  
794 WILDCAT CANYON ROAD  
BERKELEY 8, CALIFORNIA  
TH 1-2429

Attorney(s) for Plaintiff

FILED  
DEC 31 1964

JACK G. BLUE, County Clerk  
Donald M. Clarke, Deputy

Entered on Jan 2, 1964

Book 92 of Judgments, Page 4

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA

MARILYN PURSLEY Plaintiff  
vs.  
WILLIAM L. PURSLEY Defendant

No. 335481  
INTERLOCUTORY JUDGMENT  
OF DIVORCE  
(Default)

The above entitled action came on regularly to be heard this day. Mary Montgomery appeared as attorney(s) for plaintiff. On proof made to the satisfaction of the court, the court finds that defendant has been duly served with process herein and has not appeared or answered the complaint filed herein or taken any other proceedings within the time provided by law, and the default of said defendant has been duly entered; that all the allegations of plaintiff's complaint are true, and that a divorce ought to be granted to plaintiff from defendant on the ground of defendant's extreme cruelty toward plaintiff.

IT IS ADJUDGED as an interlocutory judgment herein that plaintiff is entitled to a divorce from defendant on the above stated ground; that when one year shall have expired after the entry of this interlocutory judgment, the court on the motion of either party hereto, or upon its own motion, may enter a final judgment herein granting a divorce restoring said parties to the status of single persons, and permitting either to marry after the entry thereof, and granting such other and further relief as may be necessary to complete disposition of this action.

Care, custody, and control of the minor children of the parties, Cynthia Pursley, born April 4, 1956, and Joan Pursley, born August 28, 1957 is awarded to Plaintiff, subject to the right of reasonable visitation by Defendant, and it is ordered that neither party remove either of said minor children from the State of California without written consent of the other party.

Defendant is ordered to pay the sum of Eighty Dollars per month for the support and maintenance of each of the two said minor children of the parties, said sums payable on the first day of each month commencing December 1, 1963, and continuing in like manner during the minority of said minors, or until further order of the Court.

The property settlement agreement heretofore entered into by the parties hereto and filed with this Court is hereby approved, affirmed, and ordered to be made part of and incorporated in this Decree, and each of the parties is ordered to perform the things therein to be performed on his part.

Done in open court November 8, 1963 151 Lyle Court  
Judge  
DEC 31 1963

And presented for signature and signed \_\_\_\_\_  
\* Where required and further particulars approved and entering performance of agreement for disposition of property, attorney's fee and costs, attorney's liability and support of children, restoration of marital home, etc.

NOTICE  
This is not a final judgment of divorce. The parties are still husband and wife and neither can remarry in this State or elsewhere until a Final Judgment of Divorce is entered. The Final Judgment of Divorce cannot be entered until the expiration of one year after the entry of this interlocutory judgment, and it will not be entered unless requested by one of the parties hereto after the end of said one year period at which time the affidavit (or declaration under penalty of perjury) required by Rule 20, Rules of the Superior Court, must be executed by one of the parties hereto and filed.

B5b(81)