

*trip. copy**Answers Given via Radio*

SECTION ONE: TAXES

1. Regarding the 25 for whom no extension of time was filed in time, the following is Buddy's advice. I realize that Evelyn's mother does not want to do this; I am only writing it out so that it can be clearer than the limitations of the radio allow. . . there is some rationality to it...

People residing or traveling out of the US are granted an automatic extension til June 15. (See page 485 of your yellow Master Tax Guide, which is a rough summary of the Code.) The question is, do they have to file a request for extension or does it come automatically. Buddy first thought they had to file a request, but after checking his CCH IRS Code, suggested the following as a way out, since it offers another way of getting an extension, not automatic, but still a second chance for people who have not filed the official request. For instance, for people in areas where the official IRS extension form is unavailable, or mail is slow, etc.

He says the person filing late should fill out their tax return and then attach a statement on a separate piece of paper, saying:

I qualify under Section 1.6081-2(a)(5) of the Income Tax Regulations for an extension of time for filing the tax return; I am a U.S. citizen residing out of the United States.

You can also modify that last part and say "traveling" instead of residing, whichever applies.

The advantage is that in cases where it is known that people will not be getting refunds but rather have to pay taxes and thus will pay penalties if not filed by April 15, those people who fall in this category who are out of the US can have a chance to avoid being penalized by filing their return before 6/15 and attaching the above statement. The drawback is that you would have to mail them direct, not sending them here but sending them direct to IRS. Also, you would have to send the tax payments from there, and not from here, I suppose, since if the mail was directed here first, that would defeat your claim of residing or traveling out of the US. If you decided to do it, maybe you could use travelers' cheques... Whatever you decide, we will do; it just sounds like this is an alternative to paying a penalty on top of a tax payment.

Finally, this only is the federal; the people still have to do their State returns too. I did not ask Buddy about any similar foreign extension for State returns.

B4 b (122)

2. Regarding your doing peoples' returns over there and sending them here, would you please have them write out their own? I realize that is extra work, but as far as sending it in, it's bad enough that they all come to the same p.o. box. At least use the same ink pen! It appears from the way returns come here that Harold and Tish are both in the same place, with the people; I had thought maybe Harold was in 8R1, but since he is in 8R3, it would not seem unreasonable for people to write out themselves their returns with his or Tish's direction.
3. We got another notice from the Mendocino County Assessor re Danny Kutulas' "Earth Moving" business property statement unfiled; we had already written this up and been told to ignore it; does this still remain the same?
4. Regarding the Janaro business property report from for Mendocino County: Claire got a 1 month extension to file this; it was written up in Law Office Report #26, by Bonnie. The month was up today, Bonnie told me last night, and she will file the form as Tish directed, but they will deduct from the depreciation schedule those automobiles which are obviously not on the ranch but were listed by Tish in the 1976 schedule.
5. Regarding the Ranch audit, Bonnie is agreeable to telling the audit people about Richard doing it and his being out of the country with the records; however, the hang-up is that legally she says those records are supposed to be on the premises. She cannot find any 1977 records anyway to work with so far, and we assume that you already have them over there. Harold was supposed to have taken them with him. Is there a possibility he packed them in a trunk and the trunk has not arrived yet?

She called tonight; what the audit people want are the actual check stubs, receipts; they do not want recap sheets. If there are check stubs and cancelled checks for 1977 there on the Ranch and she finds them, she will have them xeroxed plus the receipts and the rest of the stuff, and send it over piecemeal as people go out. I can see that we will probably ask for more time because it is already May 1 and they want to see this stuff in June. As people go out, I will package up what she sends me and send it to you in the briefcase. She understands that Richard and Tish will do it and she doesn't have to spend time on it.

B48(123)

SECTION 2.

1. See attached mail we've received from Walt Chapman of Boswelli Chapman agency in Indianapolis regarding properties in Indiana. He is saying that property insurance payments are due on 4399 South Shelby Street, Indianapolis (Esther's property); and 1415 North College, 2356 North College, 2366 North College, and 2327 North Broadway. Do you want us to renew the insurance on these properties?
2. Mail for Essie Mae Towns from her attorney; see that the power of attorney she signed unnotarized will not be enough. The letter is self-explanatory. Don't know how you will handle it but here it is.
3. Earl Johnson's interest in estate: We received letter from attorney probating the estate saying accountant is now working on estate tax return so they can close out the estate and make distribution of property. Closing should come soon. Letter was dated 4/27. This is just status report; nothing on your end to be done, nor on ours, til we hear further from probate attorney.
4. Marietta Davis - see attached letter and copies of court papers which she sent us this week; apparently Brian Davis took money from his paper route, when he was in her care, so she says, and the San Mateo Times has sued her for \$432. She wants us to pay, and she's also demanding back child support which she says Bob Davis owes her.
5. Melvin Lowery - his behavior has become so erratic now that we would like very much to work on getting his probation cut down and sending him over. He works well under A.J., consistent and responds to supervision. But in other situations, he is emotionally very immature, sexually mixed up, and tonight he was seen by the 802 Fell landlord standing in the apartment window, screaming out loud, and exposing himself. He was also seen doing this by Mary Donnell and the rest of the 802 Fell tenants. We sent Rudy over to counsel with him. Leona says that she talks to him every day about his behavior, and he'll stop while she's looking at him but as soon as she's turned away, he's off again, cussing in front of seniors, and always trying to draw attention to himself. A lot like Pat Keeler gets when she's not taken her insulin regularly, or like when Marie L used to act just before she went over.

B 46 (124)

5, continued - Melvin Lowery...

We are afraid he will get not only himself but the Temple in trouble if he sticks around here much longer. He comes up for annual probation review in June, though his probation is not over til October 1978. Leona and A.J. both want him to go over as soon as possible, and you might check with Hue for more background. We had originally discussed speaking with his San Francisco probation officer, showing slides, and sending in letters, trying for either a shorter probation date or placing him in our custody.

B 4 (125)

SECTION 2.

1. See attached mail we've received from Walt Chapman of Boswell-Chapman agency in Indianapolis regarding properties in Indiana. He is saying that property insurance payments are due on 4399 South Shelby Street, Indianapolis (Esther's property); and 1415 North College, 2356 North College, 2366 North College, and 2327 North Broadway. Do you want us to renew the insurance on these properties?

I don't know about these, except Esthers which we do not want to renew. E

2. Mail for Essie Mae Towns from her attorney; see that the power of attorney she signed unnotarized will not be enough. The letter is self-explanatory. Don't know how you will handle it but here it is. *Have one of our people witness her signature here. Then go to Georgetown and have the consulate notary's signature. June has a form in SF if the consulate does not.*

What has been done?

Tim Carter took the forms to get to be notarized.

3. Earl Johnson's interest in estate: We received letter from attorney probating the estate saying accountant is now working on estate tax return so they can close out the estate and make distribution of property. Closing should come soon. Letter was dated 4/27. This is just status report; nothing on your end to be done, nor on ours, til we hear further from probate attorney. E

4. Marietta Davis - see attached letter and copies of court papers which she sent us this week; apparently Brian Davis took money from his paper route, when he was in her care, so she says, and the San Mateo Times has sued her for \$432. She wants us to pay, and she's also demanding back child support which she says Bob Davis owes her. We never agreed to pay the boys bills. How would she deal with Bob was he would support Brian, she the others. Bob should write her this.

5. Melvin Lowery - his behavior has become so erratic now that we would like very much to work on getting his probation cut down and sending him over. He works well under A.J., consistent and responds to supervision. But in other situations, he is emotionally very immature, sexually mixed up, and tonight he was seen by the 802 Fell landlord standing in the apartment window, screaming out loud, and exposing himself. He was also seen doing this by Mary Donnell and the rest of the 802 Fell tenants. We sent Rudy over to counsel with him. Leona says that she talks to him every day about his behavior, and he'll stop while she's looking at him but as soon as she's turned away, he's off again, cussing in front of seniors, and always trying to draw attention to himself. A lot like Pat Keeler gets when she's not taken her insulin regularly, or like when Marie L used to act just before she went over.

B 46 (120)

5, continued - Melvin Lowery...

We are afraid he will get not only himself but the Temple in trouble if he sticks around here much longer. He comes up for annual probation review in June, though his probation is not over til October 1978. Leona and A.J. both want him to go over as soon as possible, and you might check with Hue for more background. We had originally discussed speaking with his San Francisco probation officer, showing slides, and sending in letters, trying for either a shorter probation date or placing him in our custody.

He might not do too badly here, if we can get him here without incident. But maybe medication in the meantime to settle him down.

B46 (121)

APR 20 1978

OFFICE OF
COUNTY ASSESSOR
V. L. BROWN
MENDOCINO COUNTY
UKIAH, CALIFORNIA

TELEPHONE
(707) 468-4311
P. O. BOX 354

BL
Kutulas, Lanny K.
Earth Moving
P.O. Box 192
Redwood Valley, CA 95479


TO THE ABOVE NAMED PERSON OR COMPANY:

Earlier this year property statement forms were mailed to you to be completed and returned to this office on or before April 15. As of this date we have not received our copies.

If the forms were forwarded to an accountant for completion, may we suggest that you call this to his attention immediately. If the forms are in your possession, please complete them and mail them to this office as soon as possible. Further delay in filing will result in penalties as required by law. In the absence of a property statement the Assessor must proceed to make an assessment on the basis of information available in this office and no correction of such assessments will be considered when properly executed forms have not been filed with this office.

If you have mailed the forms after the date stamped in the upper right hand corner, please disregard this notice.

Thank you,


Assessor,
County of Mendocino

Arthur Church

B46(121)



... Located in scenic Redwood Valley ...

"Happy Acres"

ADMINISTRATORS:

Richard M. Janaro
Claire E. Janaro

April 15, 1978

Office of the Assessor
County of Mendocino
P.O. Box 354
Ukiah, CA 95482

Dear Sir:

This is a request for a one month extension for filing out "Agricultural Property Statement", form 571-F for 1978 and for filing our "Business Property Statement", form 571 for 1978. My husband is out of the United States on business and I need the additional time requested to finish obtaining the required information for the forms.

Thank you very much for your cooperation in this matter.

Respectfully yours,

Mrs Richard M. Janaro
Mrs. Richard M. Janaro

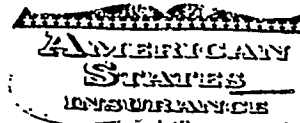
Reference numbers on the form 571: 154-098/161-070-02 /48-457643-00
form 571-F: 154-098/161-070-02 /65-457643-01

B 4 b (127)

2451 Road K, Redwood Valley CA 95470

Phone: (707) 485-8406

BOSWELL-CHAPMAN AGENCY, INC.
3450 North Meridian Street
Indianapolis, Indiana 46208
Off. 923-3411 Res. 547-7527



February 23, 1976

Rev. James W. Jones
P. O. Box 15156
San Francisco, California 94115

Dear Rev. Jones,

We have a policy in force for, Esther E. Mueller c/o Rev. James Jones, for Liability coverage on: 4399 South Shelby Street, Indianapolis, Indiana.

The premium which was due 3-14-77 of \$13.00 has not been paid to this agency yet and the renewal due 3-14-78 is coming due again and the rates have changed. The new policy will cost \$37.00. This would make a total due this agency of \$50.00 and would provide coverage until 3-14-79.

Please advise me of what you wish to do by 3-10-78.

Thank You

Walt Chapman, Jr.

B4 b (128)

MINUTY 8

To: Rev James W Jones
From: W Chapman This Agency
Subject: Insurance Premiums



Date: 4-14-78
If Regarding a Claim, Check Block:
 SATOM ATOM REGULAR

Rev Jones,
Please refer to (photo-copy enclosed) to my letter of 2-23-78 to you and let me know what you wish to do.

Also, effective May 1, 1978 we have a policy for James W + Marceline Jones covering liability on property located, 1415 North College, 2356 North College, 2366 North College and 2327 North Broadway. The 12 month cost would be \$35⁰⁰ (coverage from 5-1-78 to 5-1-79). Please inform us of your intentions on this policy as well

Thank You
Signature Walt Chapman

Return To: _____ Date: _____

Reply: _____

B46 (128a)

MARVIN A. BURNETT
ATTORNEY AT LAW
SUITE 222
4201 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010
WEBSTER 7-4422

March 29, 1978

Mrs. Essie Mae Towns
c/o Chaikin
P. O. Box 15156
San Francisco, California 94115

Dear Mrs. Townes:

I have now opened an escrow for the sale of the house previously owned by your mother. However, the title company has advised us that title cannot be passed based upon a Power of Attorney from you which has neither been acknowledged before a Notary Public or before the American Consul. I therefore enclose a new such Power of Attorney. I realize from your letter that apparently this presents a very difficult situation, but unless we can have the signed Power, the deal will fall through and the property will be lost for taxes over a period of years. I hope that under the circumstances, you will be able to have this taken care of as soon as possible.

As you will notice, this time I have attached a space for two acknowledgments, one before the American Consul and an alternate before a Notary Public. Either one of these should be sufficient without the other.

Very truly yours,

Marvin A. Burnett
MARVIN A. BURNETT

MAB/et

B46(129)

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned does hereby nominate, constitute and appoint BRYCE D. WISNER, 8222 Van Nuys Boulevard, Panorama City, California, my true and lawful attorney in fact, for me in my name, place and stead and for my use and benefit, to grant, bargain, sell and convey my interest in real property or any part thereof, located in the County of Los Angeles, State of California, and more particularly described as

Lots 308 and 309, Block 12 of the Pacoima Tract as recorded in Book 29, Pages 79-83, in the office of the County Recorder of said County,

for such price and on such terms and conditions as he shall deem proper, with or without the taking back of a purchase money mortgage or deed of trust and to collect and receive the proceeds from any such sale.

To enter into any contract or contracts for the sale of said premises or any part thereof with such persons and upon such terms as he shall, in his discretion, elect and to execute, acknowledge and deliver in my name, such deeds or conveyances with such covenants, or conditions as he may deem proper that may be required for the transfer of said property or any part thereof or any interest therein.

To take any and all action necessary, including the filing of suit, to recover possession of the premises from the present occupant thereof.

ESSIE MAE TOWNS

COUNTRY OF GUAYANA)

) ss.

On _____, 1978, before me, the undersigned, an American Consul in and for said Country, personally appeared ESSIE MAE TOWNS, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

B46 (130)

COUNTRY OF GUAYANA)
)
)

ss.

On _____, 1978, before me, the undersigned,
a Notary Public in and for said Country, personally appeared
ESSIE MAE TOWNS, known to me to be the person whose name is
subscribed to the within instrument and acknowledged that she
executed the same.

WITNESS my hand and official seal.

B46 (137)

April 29 1978

From Marietta Davis
111 Arundel Road
Burlingame
Ca 94010

To The People's Temple
Box 15156
San Francisco
Ca 94115

Dear Sir

Attached is a copy of summons received by me yesterday regarding money taken and kept by Brian Davis from his San Mateo Times Newspaper route. At the time of this incident Brian was in my temporary care, after running away from the San Francisco Temple.

As I do not have this money to repay this debt, and as it is not my responsibility but that of Brian and his father. Both father and son are now in Guyana. Brian has always been the financial responsibility of his father, as evidenced by the attached dissolution documents.

As this must be resolved by May 11, please give this matter your immediate attention and forward the sum of \$432.72 (which includes all costs), plus \$25.00 already paid by me on account, copy receipt attached, to me by return mail for settlement to the collection company, or let me know if you wish the collection agency and attorneys to contact you direct.

I should add that in both the Stipulation and Settlement agreement filed March 21, 1973 and the Interlocutory Judgement filed April 19 1973, (copies attached) Mr Davis agreed to pay \$75.00 per month per child for Robert and Cary. These payments have never been made to me, but payments of \$25.00 per month have been received by me from Dec 1977 to date. Before that, small sporadic payments were received by me very infrequently. There is, therefore, a large backlog of child support payments due to me.

I look forward to your immediate reply.

Truly

Marietta Davis
Marietta Davis

Copy Mr Robert Davis P O Box 893 Georgetown, Guyana, S America

Copy People's Temple P O Box 214 Ukiah Ca 95470
All copy documents attached.

B46(132)

UNITED STATES FEDERAL RESERVE SYSTEM

19 Jan 78 A-88471257

Law Office Series

FOUR HUNDRED TWENTY FIVE AND 00/100 CTS



FEDERAL RESERVE NOTE

IN FULL PAYMENT OF

NON-NEGOTIABLE
Merrill Lynch
111 Wall Street
New York

B46(133)

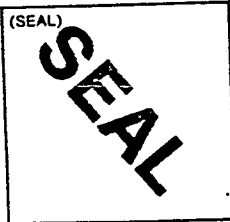
NAME AND ADDRESS OF ATTORNEY: SAMUEL S. STEVENS 1611 BOREL PLACE SUITE 7, TEL. 573-0448 SAN MATEO, CA 94402 ATTORNEY FOR Plaintiff		TELEPHONE NO.	FOR COURT USE ONLY:
MUNICIPAL COURT, COUNTY OF SAN MATEO SOUTHERN JUDICIAL DISTRICT, SAN MATEO BRANCH 800 NORTH HUMBOLDT STREET SAN MATEO, CALIFORNIA 94401			
PLAINTIFF:			
THE STORES COLLECTION BUREAU OF SAN MATEO COUNTY, INC.			
DEFENDANT:			
MARIETTA DAVIS, FIRST DCL AND SECOND DCL			
SUMMONS (MULTI-PURPOSE)		<input type="checkbox"/> 5 Day Responsive Time (Unlawful Detainer) <input type="checkbox"/> 10 Day Responsive Time (State Housing Law) <input checked="" type="checkbox"/> 30 Day Responsive Time (Specify):	CASE NUMBER: 44287

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 5 10 30 days. Read the information below.

AVISO! Usted ha sido demandado. El Tribunal puede decidir contra Ud. sin audiencia a menos que Ud. responda dentro de 5 10 30 días. Lea la información que sigue.

1. TO THE DEFENDANT: A civil complaint has been filed by the plaintiff against you. (See footnote*)
- a. If you wish to defend this lawsuit, you must, within 5 10 30 days after this summons is served on you, file with this court a written pleading in response to the complaint. (If a Justice Court, you must file with the court a written pleading or cause an oral pleading to be entered in the docket in response to the complaint, within the time specified above. Unless you do so, your default will be entered upon application of the plaintiff, and this court may enter a judgment against you for the relief demanded in the complaint, which could result in garnishment of wages, taking of money or property or other relief requested in the complaint.
- b. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be filed on time.

Dated: **MAR 27 1978** **RUSSELL M. WOODS** Clerk, By **CAROLYN WEBSTER**, Deputy



2. NOTICE TO THE PERSON SERVED: You are served
- a. As an individual defendant.
- b. As the person sued under the fictitious name of:
- c. On behalf of:
- Under: CCP 416.10 (Corporation) CCP 416.60 (Minor)
 CCP 416.20 (Defunct Corporation) CCP 416.70 (Incompetent)
 CCP 416.40 (Association or Partnership) CCP 416.90 (Individual)
 Other:
- d. By personal delivery on (Date):

*The word "complaint" includes cross-complaint. "plaintiff" includes cross-complainant. "defendant" includes cross-defendant, singular includes the plural and masculine includes feminine and neuter. A written pleading, including an answer, demurrer, etc., must be in the form required by the California Rules of Court. Your original pleading must be filed in this court with proper filing fees and proof that a copy thereof was served on each plaintiff's attorney and on each plaintiff not represented by an attorney. The time when a summons is deemed served on a party may vary depending on the method of service. For example, see CCP 413.10 through 415.40.

Form Adopted by Rule 962 of
 The Judicial Council of California
 Revised Effective January 1, 1977

(See reverse side for Proof of Service)
SUMMONS (MULTI-PURPOSE)

CCP 412.20, 412.30,
 415.10, etc.

B46 (134)

ENDORSED
FILED
MUNICIPAL COURT
SOUTHERN JUDICIAL DISTRICT
SAN MATEO BRANCH
MAR 27 1978

By CAROLYN WEBSTER Deputy

1 Samuel S. Stevens, Attorney at Law
2 1611 Borel Place, Suite 7
3 San Mateo, CA 94402
4 Tel. (415) 573-0448
5 Attorney for the Plaintiff

6 MUNICIPAL COURT OF CALIFORNIA, COUNTY OF SAN MATEO
7 SOUTHERN JUDICIAL DISTRICT

8 THE STORES COLLECTION BUREAU OF SAN)
9 MATEO COUNTY, INC., Plaintiff,)
10 vs.)
11 MARIETTA DAVIS,)
12)
13)
14 FIRST DOE AND SECOND DOE,)
15 Defendants.)

NO. 44257

COMPLAINT FOR MONEY

17 Plaintiff alleges:

18 1. Plaintiff does not know the true names of the Defend-
19 ants sued herein as FIRST DOE AND SECOND DOE, and prays leave to
20 insert same when ascertained together with proper allegations to
21 charge them in the premises.

22 2. Plaintiff herein is a California corporation and is
23 duly licensed as a collection agency.

24 3. Plaintiff is informed and believes and thereon alleges
25 that the obligation herein was contracted in and payment was to
26 have been made in the Southern SMD Judicial District, County of
San Mateo, State of California.

B46 (125)

1 AS AND FOR A THIRD AND FURTHER CAUSE OF ACTION AGAINST
2 DEFENDANTS HEREIN, plaintiff alleges:

3 1. Plaintiff incorporates all allegations of Paragraphs 1, 2,
4 3 and 4 of its First Cause of Action as if here set forth in full.

5 2. Plaintiff is informed and believes and thereon alleges that
6 within four years last past defendants became indebted to plaintiff's
7 assignor, hereinafter named, in the sum of \$16.00 as and for a
8 balance due on a book account for goods and services sold and
9 delivered to defendants at their own special instance and request,
10 which sum they agreed to pay.

11 3. Prior to the commencement of this action the within claim
12 was assigned by J. Donald Fleming DDS, Blg. to plaintiff herein and
13 said plaintiff is the holder and owner of said claim and all rights
14 thereunder.

15 AS AND FOR A FOURTH AND FURTHER CAUSE OF ACTION AGAINST
16 DEFENDANTS HEREIN, plaintiff alleges:

17 1. Plaintiff incorporates all allegations of Paragraphs 1 and
18 3 of its THIRD Cause of Action as if here set forth in full.

19 2. Plaintiff is informed and believes and thereon alleges
20 that on 6-10-75 an account was stated in writing as between
21 plaintiff's assignor and defendants upon which stated account the
22 sum of \$16.00 was agreed upon as the balance due said assignor
23 from defendants, which said sum defendants then and there agreed to
24 pay.

25
26

B46 (137)

May 11th
4:32.72

1 WHEREFORE, Plaintiff prays judgment against Defendant^s, and
2 each of them in the sum of \$ 387.72 principal with interest on
3 said sum at the rate of 7 percent per annum from:
4 ; 1-4-72 on \$371.72; and from
5 6-10-75 or \$16.00.
6
7 for reasonable attorney fees of \$ _____ together with costs of
8 suit and such other and further relief as to this Court may seem
9 meet and proper in the premises.

SAMUEL S. STEVENS

By: Samuel S. Stevens
SAMUEL S. STEVENS
Attorney for Plaintiff

VERIFICATION

15 The undersigned hereby states that he is the President of
16 Plaintiff corporation in the above-entitled action; that he has
17 read the foregoing complaint and knows the contents thereof; that
18 the same is true of his own knowledge, save as to those matters
19 therein stated on information and belief, and as to those matters
20 he believes these to be true.

21 That pursuant to CCP §2015.5, he certifies under penalty of
22 perjury that the foregoing is true and correct at San Mateo, Calif-
23 ornia, this 23 day of March, 1976.

R. H. O'NEIL
R. H. O'NEIL

B 46 (38)
-3-

(ENDORSED)
FILED
MAR 21 1973
MARVIN CHURCH, County Clerk
By: KAZUYO KODAKARI
DEPUTY

1 Marietta M. Davis
2 111. ...
3 ...
4 ...

5
6
7
8

9 IN THE SUPERIOR COURT COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

10 In re the marriage of)
11 Petitioner: MARIETTA M. DAVIS) No. 168110
12 AND) Stipulation and Settlement
13 Respondent: ROBERT E. DAVIS) Agreement

14 Petitioner and respondent individually state their agreement
15 with this stipulation and
16 IF IT IS SOLEMNLY AGREED:

17 Spousal Support
18 Petitioner and respondent waive any claim for spousal
19 support with the understanding that this waiver is final and not
20 subject to modification.

21 Community Property and Debts
22 1. All items of clothing, furniture and personal effects
23 now in the possession of petitioner or respondent are set aside
24 to the party so possessing the same as his or her sole and
25 separate property. Each party hereby conveys, assigns, transfers,
26 and releases all his or her right, title, and interest in and to
27 any property now in the possession of or standing in the name of
28 the other party to that party.

2. Any and all property, real or personal, which may here-
after be acquired by petitioner or respondent shall be and remains
the sole and separate property of the party so acquiring the same.

3. Petitioner and respondent shall assume responsibility for
any and all debts incurred in his or her name respectively since the
date of their separation. Neither petitioner nor respondent shall,
at any time hereafter, contract any indebtedness whatsoever in the
name of the other nor cause the same to be charged against the
other party.

Custody of Children
Petitioner and respondent agree to joint legal custody of the

B46 (139)

1 Stipulation and Settlement Agreement
2 Dissolution of Marriage
3 Davis and Davis
4 San Mateo County Superior Court No. 168110

5 children from this marriage, namely Robert, Brian, and Cary with
6 the physical custody of Robert and Cary remaining with petitioner
7 and Brian remaining with respondent.

8 Support of Children
9 Respondent agrees to provide support for the children
10 remaining with the petitioner in the amount of seventy five
11 dollars (\$75.00) per month per child, until the age of eighteen.

12 Respondent has carefully read this agreement, fully under-
13 stands its terms, and willingly signs it.

14 The foregoing is agreed to by

15 Marietta F. Davis
16 MARIETTA F. DAVIS, Petitioner

17 Robert E. Davis
18 ROBERT E. DAVIS, Respondent

19 Dated: March 12

20
21
22
23
24
25
26
27
28
B4b(140)

Name, Address and Telephone Number of Attorney(s)

Marietta F. Davis
111 Arundel
Burlingame, California 94010
Telephone: 342-5921

Space Below (ENDORSE) Clerk Only

FILED

APR 19 1973

MANAGED BY
KAZUYU KODAKARI
DE TV CL. S

In pro per:

Attorney(s) for _____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO

In re the marriage of

Petitioner: **MARIETTA F. DAVIS**
and

Respondent: **ROBERT E. DAVIS**

CASE NUMBER

168110

INTERLOCUTORY JUDGMENT OF
DISSOLUTION OF MARRIAGE

This proceeding was heard on April 5, 1973 before the Honorable W. HOWARD STEY
(Date)

Department No. 8

The court acquired jurisdiction of the respondent on August 8, 1972 by:
(Date)

- Service of process on that date, respondent not having appeared within the time permitted by law.
- Service of process on that date and respondent having appeared.
- Respondent on that date having appeared.

The court orders that an interlocutory judgment be entered declaring that the parties are entitled to have their marriage dissolved. This interlocutory judgment does not constitute a final dissolution of marriage and the parties are still married and will be, and neither party may remarry, until a final judgment of dissolution is entered.

The court also orders that, unless both parties file their consent to a dismissal of this proceeding, a final judgment of dissolution be entered upon proper application of either party or on the court's own motion after the expiration of at least six months from the date the court acquired jurisdiction of the respondent. The final judgment shall include such other and further relief as may be necessary to a complete disposition of this proceeding, but entry of the final judgment shall not deprive this court of its jurisdiction over any matter expressly reserved to it in this or the final judgment until a final disposition is made of each such matter.

Both parties ~~agree~~ ^{will} to joint legal custody of the children from this marriage: Robert, Brian and Cary, with physical custody of Robert and Cary remaining with petitioner and Brian remaining with respondent. Respondent agrees to provide support for the children remaining with petitioner in the amount of 75.00 to be paid on approximately the 5th and 25th of each month, until age of eighteen years. All property, real and personal, has been equally distributed between both parties. The amount of 75.00 per month is for each child.

Dated April 18, 1973

W. HOWARD STEY

Judge of the Superior Court

Form Adopted by Rule 1287 of
Judicial Council of California
Effective January 1, 1970

INTERLOCUTORY JUDGMENT OF
DISSOLUTION OF MARRIAGE

B 4 B (141)

SECTION ONE: TAXES

1. Regarding the 25 for whom no extension of time was filed in time, the following is Buddy's advice. I realize that Evelyn's mother does not want to do this; I am only writing it out so that it can be clearer than the limitations of the radio allow. . . there is some rationality to it...

People residing or traveling out of the US are granted an automatic extension til June 15. (See page 485 of your yellow Master Tax Guide, which is a rough summary of the Code.) The question is, do they have to file a request for extension or does it come automatically. Buddy first thought they had to file a request, but after checking his CCH IRS Code, suggested the following as a way out, since it offers another way of getting an extension, not automatic, but still a second chance for people who have not filed the official request. For instance, for people in areas where the official IRS extension form is unavailable, or mail is slow, etc.

He says the person filing late should fill out their tax return and then attach a statement on a separate piece of paper, saying:

I qualify under Section 1.6081-2(a)(5) of the Income Tax Regulations for an extension of time for filing the tax return; I am a U.S. citizen residing out of the United States.

You can also modify that last part and say "traveling" instead of residing, whichever applies.

The advantage is that in cases where it is known that people will not be getting refunds but rather have to pay taxes and thus will pay penalties if not filed by April 15, those people who fall in this category who are out of the US can have a chance to avoid being penalized by filing their return before 6/15 and attaching the above statement. The drawback is that you would have to mail them direct, not sending them here but sending them direct to IRS. Also, you would have to send the tax payments from there, and not from here, I suppose, since if the mail was directed here first, that would defeat your claim of residing or traveling out of the US. If you decided to do it, maybe you could use travelers' cheques. Whatever you decide, we will do; it just sounds like this is an alternative to paying a penalty on top of a tax payment.

Finally, this only is the federal; the people still have to do their State returns too. I did not ask Buddy about any similar foreign extension for State returns.

B46(147)

2. Regarding your doing peoples' returns over there and sending them here, would you please have them write out their own? I realize that is extra work, but as far as sending it in, it's bad enough that they all come to the same p.o. box. At least use the same ink pen! It appears from the way returns come here that Harold and Tish are both in the same place, with the people; I had thought maybe Harold was in 8R1, but since he is in 8R3, it would not seem unreasonable for people to write out themselves their returns with his or Tish's direction.
3. We got another notice from the Mendocino County Assessor re Denny Kutulas' "Earth Moving" business property statement unfiled; we had already written this up and been told to ignore it; does this still remain the same?
4. Regarding the Janaro business property report from for Mendocino County: Claire got a 1 month extension to file this; it was written up in Law Office Report #26, by Bonnie. The month was up today, Bonnie told me last night, and she will file the form as Tish directed, but they will deduct from the depreciation schedule those automobiles which are obviously not on the ranch but were listed by Tish in the 1976 schedule.
5. Regarding the Ranch audit, Bonnie is agreeable to telling the audit people about Richard doing it and his being out of the country with the records; however, the hang-up is that legally she says those records are supposed to be on the premises. She cannot find any 1977 records anyway to work with so far, and we assume that you already have them over there. Harold was supposed to have taken them with him. Is there a possibility he packed them in a trunk and the trunk has not arrived yet?

She called tonight; what the audit people want are the actual check stubs, receipts; they do not want recap sheets. If there are check stubs and cancelled checks for 1977 there on the Ranch and she finds them, she will have them xeroxed plus the receipts and the rest of the stuff, and send it over piecemeal as people go out. I can see that we will probably ask for more time because it is already May 1 and they want to see this stuff in June. As people go out, I will package up what she sends me and send it to you in the briefcase. She understands that Richard and Tish will do it and she doesn't have to spend time on it.

B 46 (147)

SECTION 2.

1. See attached mail we've received from Walt Chapman of Boswell-Chapman agency in Indianapolis regarding properties in Indiana. He is saying that property insurance payments are due on 4399 South Shelby Street, Indianapolis (Esther's property); and 1415 North College, 2356 North College, 2366 North College, and 2327 North Broadway. Do you want us to renew the insurance on these properties?
2. Mail for Essie Mae Towns from her attorney; see that the power of attorney she signed unnotarized will not be enough. The letter is self-explanatory. Dont know how you will handle it but here it is.
3. Earl Johnson's interest in estate: We received letter from attorney probating the estate saying accountant is now working on estate tax return so they can close out the estate and make distribution of property. Closing should come soon. Letter was dated 4/27. This is just status report; nothing on your end to be done, nor on ours, til we hear further from probate attorney.
4. Marietta Davis - see attached letter and copies of court papers which she sent us this week; apparently Brian Davis took money from his paper route, when he was in her care, so she says, and the San Mateo Times has sued her for \$432. She wants us to pay, and she's also demanding back child support which she says Bob Davis owes her.
5. Melvin Lowery - his behavior has become so erratic now that we would like very much to work on getting his probation cut down and sending him over. He works well under A.J., consistent and responds to supervision. But in other situations, he is emotionally very immature, sexually mixed up, and tonight he was seen by the 802 Fell landlord standing in the apartment window, screaming out loud, and exposing himself. He was also seen doing this by Mary Donnell and the rest of the 802 Fell tenants. We sent Rudy over to counsel with him. Leona says that she talks to him every day about his behavior, and he'll stop while she's looking at him but as soon as she's turned away, he's off again, cussing in front of seniors, and always trying to draw attention to himself. A lot like Pat Keeler gets whenshe's not taken her insulin regularly, or like when Marie L used to act just before she went over.

B46 (144)

5, continued - Melvin Lowery...

We are afraid he will get not only himself but the Temple in trouble if he sticks around here much longer. He comes up for annual probation review in June, though his probation is not over til October 1978. Leona and A.J. both want him to go over as soon as possible, and you might check with Hue for more background. We had originally discussed speaking with his San Francisco probation officer, showing slides, and sending him letters, trying for either a shorter probation date or placing him in our custody.

B46(145)

APR 20 1978

OFFICE OF
COUNTY ASSESSOR
W. L. BROWN
MENDOCINO COUNTY
UKIAH, CALIFORNIA

TELEPHONE
(707) 468-4311
P. O. BOX 354

BL
Kutulas, Danny K.
Earth Moving
P.O. Box 192
Redwood Valley, CA 95470

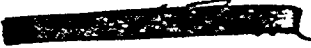
TO THE ABOVE NAMED PERSON OR COMPANY:

Earlier this year property statement forms were mailed to you to be completed and returned to this office on or before april 15. As of this date we have not received our copies.

If the forms were forwarded to an accountant for completion, may we suggest that you call this to his attention immediately. If the forms are in your possession, please complete them and mail them to this office as soon as possible. Further delay in filing will result in penalties as required by law. In the absence of a property statement the Assessor must proceed to make an assessment on the basis of information available in this office and no correction of such assessments will be considered when properly executed forms have not been filed with this office.

If you have mailed the forms after the date stamped in the upper right hand corner, please disregard this notice.

Thank you,


Assessor,
County of Mendocino

Arthur Church

B4b(146)



... Located in scenic Redwood Valley ...

"Happy Acres"

ADMINISTRATORS:

Richard M. Janaro
Claire E. Janaro

April 15, 1978

Office of the Assessor
County of Mendocino
P.O. Box 354
Ukiah, CA 95482

Dear Sir:

This is a request for a one month extension for filing out "Agricultural Property Statement", form 571-F for 1978 and for filing our "Business Property Statement", form 571 for 1978. My husband is out of the United States on business and I need the additional time requested to finish obtaining the required information for the forms.

Thank you very much for your cooperation in this matter.

Respectfully yours,

Mrs Richard M. Janaro
Mrs. Richard M. Janaro

Reference numbers on the form 571: 154-098/161-070-02 /48-457643-00
form 571-F: 154-098/161-070-02 /65-457643-01

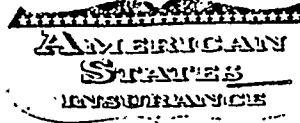
B46(147)

2451 Road K, Redwood Valley CA 95470

Phone: (707) 485-8406

BOSWELL-CHAPMAN AGENCY, INC.

3450 North Meridian Street
Indianapolis, Indiana 46208
Off. 923-3411 Res. 547-7527



February 23, 1976

Rev. James W. Jones
P. O. Box 13156
San Francisco, California 94115

Dear Rev. Jones,

We have a policy in force for, Esther R. Mueller c/o Rev. James Jones,
for Liability coverage on: 4399 South Shelby Street, Indianapolis, Indiana.

The premium which was due 3-14-77 of \$13.00 has not been paid to this
agency yet and the renewal due 3-14-78 is coming due again and the rates
have changed. The new policy will cost \$37.00. This would make a total due
this agency of \$50.00 and would provide coverage until 3-14-79.

Please advise me of what you wish to do by 3-10-78.

Thank You

Walt Chapman, Jr.

B46 (148)

MEMORANDUM

To: Rev James W Jones
From: W Lehighman Fire Agency
Subject: Insurance Premiums



Date: 4-14-78

If Regarding a Claim, Check Block: S-ATOM ATOM REGULAR

Rev Jones,
Please refer to (photo-copy enclosed) to my letter of 2-23-78 to you and let me know what you wish to do.

Also, effective May 1, 1978 we have a policy for James W + Marceline Jones covering liability on property located, 1415 North College, 2356 North College, 2366 North College and 2327 North Broadway. The 12 month cost would be \$35⁰⁰ (coverage from 5-1-78 to 5-1-79). Please inform us of your intentions on this policy as well

Thank You
Signature Walt Lehighman

Return To: _____ Date _____

Reply: _____

B46 (178a)

MARVIN A. BURNETT
ATTORNEY AT LAW
SUITE 222
4201 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010
WEBSTER 7-4422

March 29, 1978

Mrs. Essie Mae Towns
c/o Chaikin
P. O. Box 15156
San Francisco, California 94115

Dear Mrs. Townes:

I have now opened an escrow for the sale of the house previously owned by your mother. However, the title company has advised us that title cannot be passed based upon a Power of Attorney from you which has neither been acknowledged before a Notary Public or before the American Consul. I therefore enclose a new such Power of Attorney. I realize from your letter that apparently this presents a very difficult situation, but unless we can have the signed Power, the deal will fall through and the property will be lost for taxes over a period of years. I hope that under the circumstances, you will be able to have this taken care of as soon as possible.

As you will notice, this time I have attached a space for two acknowledgments, one before the American Consul and an alternate before a Notary Public. Either one of these should be sufficient without the other.

Very truly yours,

Marvin A. Burnett
MARVIN A. BURNETT

MAB/et

B46(1149)

April 29 1978

From Marietta Davis
111 Arundel Road
Burlingame
Ca 94010

To The People's Temple
Box 15156
San Francisco
Ca 94115

Dear Sir

Attached is a copy of summons received by me yesterday regarding money taken and kept by Brian Davis from his San Mateo Times Newspaper route. At the time of this incident Brian was in my temporary care, after running away from the San Francisco Temple.

As I do not have this money to repay this debt, and as it is not my responsibility but that of Brian and his father. Both father and son are now in Guyana. Brian has always been the financial responsibility of his father, as evidenced by the attached dissolution documents.

As this must be resolved by May 11, please give this matter your immediate attention and forward the sum of \$432.72 (which includes all costs), plus \$25.00 already paid by me on account, copy receipt attached, to me by return mail for settlement to the collection company, or let me know if you wish the collection agency and attorneys to contact you direct.

I should add that in both the Stipulation and Settlement agreement filed March 21, 1973 and the Interlocutory Judgement filed April 19 1973, (copies attached) Mr Davis agreed to pay \$75.00 per month per child for Robert and Cary. These payments have never been made to me, but payments of \$25.00 per month have been received by me from Dec 1977 to date. Before that, small sporadic payments were received by me very infrequently. There is, therefore, a large backlog of child support payments due to me.

I look forward to your immediate reply.

Truly
Marietta Davis
Marietta Davis

Copy Mr Robert Davis P O Box 893 Georgetown, Guyana, S America
Copy People's Temple P O Box 214 Ukiah Ca 95470
All copy documents attached.

B46 (150)

19 Jan 78 1-88471257
Law Office Lines
TWENTY FIVE AND 00 CTS
NON-NEGOTIABLE
*111 Campbell Road
Dunelmere*



CENTRAL BANK

B4b(151)

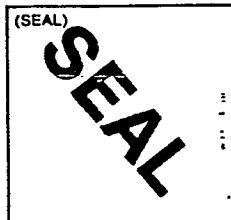
NAME AND ADDRESS OF ATTORNEY: SAMUEL S. STEVENS 1611 BOREL PLACE SUITE 7, TEL. 573-0448 SAN MATEO, CA 94402 ATTORNEY FOR: Plaintiff		TELEPHONE NO.	FOR COURT USE ONLY:
MUNICIPAL COURT, COUNTY OF SAN MATEO SOUTHERN JUDICIAL DISTRICT, SAN MATEO BRANCH 800 NORTH HUMBOLDT STREET SAN MATEO, CALIFORNIA 94401			
PLAINTIFF: <p style="text-align: center;">THE STORES COLLECTION BUREAU OF SAN MATEO COUNTY, INC.</p>			
DEFENDANT: <p style="text-align: center;">MARIPESA DAVIS, FIRST DEB AND SECOND DEB</p>			
SUMMONS (MULTI-PURPOSE)		<input type="checkbox"/> 5 Day Responsive Time (Unlawful Detainer) <input type="checkbox"/> 10 Day Responsive Time (State Housing Law) <input checked="" type="checkbox"/> 30 Day Responsive Time (Specify):	CASE NUMBER: <p style="text-align: center;">41287</p>

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 5 10 30 days. Read the information below.

¡AVISO! Usted ha sido demandado. El Tribunal puede decidir contra Ud. sin audiencia a menos que Ud. responda dentro de 5 10 30 días. Lea la información que sigue.

1. TO THE DEFENDANT: A civil complaint has been filed by the plaintiff against you. (See footnote*)
- a. If you wish to defend this lawsuit, you must, within 5 10 30 days after this summons is served on you, file with this court a written pleading in response to the complaint. (If a Justice Court, you must file with the court a written pleading or cause an oral pleading to be entered in the docket in response to the complaint, within the time specified above. Unless you do so, your default will be entered upon application of the plaintiff, and this court may enter a judgment against you for the relief demanded in the complaint, which could result in garnishment of wages, taking of money or property or other relief requested in the complaint.
- b. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be filed on time.

Dated: MAR 27 1978 RUSSELL M. WOODS Clerk, By CAROLYN WEBSTER, Deputy



2. NOTICE TO THE PERSON SERVED: You are served
- a. As an individual defendant.
- b. As the person sued under the fictitious name of:
- c. On behalf of:
- Under: CCP 416.10 (Corporation) CCP 416.60 (Minor)
 CCP 416.20 (Defunct Corporation) CCP 416.70 (Incompetent)
 CCP 416.40 (Association or Partnership) CCP 416.90 (Individual)
 Other:
- d. By personal delivery on (Date):

*The word "complaint" includes cross-complaint, "plaintiff" includes cross-complainant, "defendant" includes cross-defendant, singular includes the plural and masculine includes feminine and neuter. A written pleading, including an answer, demurrer, etc., must be in the form required by the California Rules of Court. Your original pleading must be filed in this court with proper filing fees and proof that a copy thereof was served on each plaintiff's attorney and on each plaintiff not represented by an attorney. The time when a summons is deemed served on a party may vary depending on the method of service. For example, see CCP 413.10 through 415.40.

Form Adopted by Rule 862 of
The Judicial Council of California
Revised Effective January 1, 1977

(See reverse side for Proof of Service)
SUMMONS (MULTI-PURPOSE)

CCP 412.20, 412.30,
415.10, etc.

(B 4 B (152))

ENDORSED
FILED
MUNICIPAL COURT
SOUTHERN JUDICIAL DISTRICT
SAN MATEO BRANCH
MAR 27 1978

By CAROLYN WEBSTER Deputy

1 Samuel S. Stevens, Attorney at Law
1611 Borel Place, Suite 7
2 San Mateo, CA 94402
3 Tel. (415) 573-0448
4 Attorney for the Plaintiff

6 MUNICIPAL COURT OF CALIFORNIA, COUNTY OF SAN MATEO
SOUTHERN SMD JUDICIAL DISTRICT

8 THE STORES COLLECTION BUREAU OF SAN
MATEO COUNTY, INC.,)
9 Plaintiff,)
10 vs.)
11 MARIETTA DAVIS,)
12)
13)
14 FIRST DOE AND SECOND DOE,)
15 Defendants.)

NO. 44287

COMPLAINT FOR MONEY

17 Plaintiff alleges:
18 1. Plaintiff does not know the true names of the Defend-
19 ants sued herein as FIRST DOE AND SECOND DOE, and prays leave to
20 insert same when ascertained together with proper allegations to
21 charge them in the premises.
22 2. Plaintiff herein is a California corporation and is
23 duly licensed as a collection agency.
24 3. Plaintiff is informed and believes and thereon alleges
25 that the obligation herein was contracted in and payment was to
26 have been made in the Southern SMD Judicial District, County of
San Mateo, State of California.

B46 (153)

1 AS AND FOR A THIRD AND FURTHER CAUSE OF ACTION AGAINST
2 DEFENDANTS HEREIN, plaintiff alleges:

3 1. Plaintiff incorporates all allegations of Paragraphs 1, 2,
4 3 and 4 of its First Cause of Action as if here set forth in full.

5 2. Plaintiff is informed and believes and thereon alleges that
6 within four years last past defendants became indebted to plaintiff's
7 assignor, hereinafter named, in the sum of \$16.00 as and for a
8 balance due on a book account for goods and services sold and
9 delivered to defendants at their own special instance and request,
10 which sum they agreed to pay.

11 3. Prior to the commencement of this action the within claim
12 was assigned by J. Donald Fleming DDS, Blg. to plaintiff herein and
13 said plaintiff is the holder and owner of said claim and all rights
14 thereunder.

15 AS AND FOR A FOURTH AND FURTHER CAUSE OF ACTION AGAINST
16 DEFENDANTS HEREIN, plaintiff alleges:

17 1. Plaintiff incorporates all allegations of Paragraphs 1 and
18 3 of its THIRD Cause of Action as if here set forth in full.

19 2. Plaintiff is informed and believes and thereon alleges
20 that on 6-10-75 an account was stated in writing as between
21 plaintiff's assignor and defendants upon which stated account the
22 sum of \$ 16.00 was agreed upon as the balance due said assignor
23 from defendants, which said sum defendants then and there agreed to
24 pay.

25
26

B46 (155)

May 11th
432.72

5

1 WHEREFORE, Plaintiff prays judgment against Defendants, and
2 each of them in the sum of \$ 307.72 principal with interest on
3 said sum at the rate of 7 percent per annum from:
4 ; 1-4-70 on \$371.72; and from
5 6-10-75 or \$16.00.
6
7 for reasonable attorney fees of \$ _____ together with costs of
8 suit and such other and further relief as to this Court may seem
9 meet and proper in the premises.

SAMUEL S. STEVENS

By: Samuel S. Stevens
SAMUEL S. STEVENS
Attorney for Plaintiff

VERIFICATION

15 The undersigned hereby states that he is the President of
16 Plaintiff corporation in the above-entitled action; that he has
17 read the foregoing complaint and knows the contents thereof; that
18 the same is true of his own knowledge, save as to those matters
19 therein stated on information and belief, and as to those matters
20 he believes these to be true.

21 That pursuant to CCP §2015.5, he certifies under penalty of
22 perjury that the foregoing is true and correct at San Mateo, Calif-
23 ornia, this 23 day of March, 1976.

R. H. O'NEIL
R. H. O'NEIL

B46(150)
-3-

(ENDORSED)
FILED

MAR 21 1973

MARVIN CHURCH, County Clerk
By KAZUYO KODAKARI
CLERK

1 Marietta M. Davis
2 111. Arbutnot
3 Berkeley, California 94010
4 Telephone: 342-5921

5 In pro per;

8 IN THE SUPERIOR COURT COUNTY OF SAN MATEO, STATE OF CALIFORNIA

9	In re the marriage of)	
10	Petitioner: MARIETTA M. DAVIS)	No. 164110
11	and)	Stipulation and settlement
12	Respondent: ROBERT M. DAVIS)	Agreement

14 Petitioner and respondent individually state their agreement with this stipulation and

15 IT IS SOLELY AGREED:

16 Spousal Support

17 Petitioner and respondent waive any claim for spousal support with the understanding that this waiver is final and not subject to modification.

18 Community Property and Debts

19 1. All items of clothing, furniture and personal effects now in the possession of petitioner or respondent are set aside to the party so possessing the same as his or her sole and separate property. Each party hereby conveys, assigns, transfers, and releases all his or her right, title, and interest in and to any property now in the possession of or standing in the name of the other party to that party.

22 2. Any and all property, real or personal, which may hereafter be acquired by petitioner or respondent shall be and remains the sole and separate property of the party so acquiring the same.

24 3. Petitioner and respondent shall assume responsibility for any and all debts incurred in his or her name respectively since the date of their separation. Neither petitioner nor respondent shall, at any time hereafter, contract any indebtedness whatsoever in the name of the other nor cause the same to be charged against the other party.

27 Custody of Children

28 Petitioner and respondent agree to joint legal custody of the

B46(157)

1 Stipulation and Settlement Agreement
2 Dissolution of Marriage
3 Davis and Davis
4 San Mateo County Superior Court No. 168110

5 children from this marriage, namely Robert, Brian, and Cary with
6 the physical custody of Robert and Cary remaining with petitioner
7 and Brian remaining with respondent.

8 Support of Children
9 Respondent agrees to provide support for the children
10 remaining with the petitioner in the amount of seventy five
11 dollars (\$75.00) per month per child, until the age of eighteen.

12 Respondent has carefully read this agreement, fully under-
13 stands its terms, and willingly signs it.

14 The foregoing is agreed to by

15 Marietta F. Davis
16 MARIETTA F. DAVIS, Petitioner

17 Robert E. Davis
18 ROBERT E. DAVIS, Respondent

19 Dated: March 12

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B46(15P)

Name, Address and Telephone Number of Attorney(s)

Marietta F. Davis
111 Arundel
Burlingame, California 94010
Telephone: 342-5921

Space Below (ENDORSE) Clerk Only

FILED

APR 19 1973

by KAZUYU KODAKARI
Clerk

In pro per:

Attorney(s) for _____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO

In re the marriage of

Petitioner: **MARIETTA F. DAVIS**

and

Respondent: **ROBERT E. DAVIS**

CASE NUMBER

168110

**INTERLOCUTORY JUDGMENT OF
DISSOLUTION OF MARRIAGE**

This proceeding was heard on April 5, 1973 before the Honorable W. HOWARD STLEY
(Date)

Department No. 8

The court acquired jurisdiction of the respondent on August 8, 1972 by:
(Date)

- Service of process on that date, respondent not having appeared within the time permitted by law.
- Service of process on that date and respondent having appeared.
- Respondent on that date having appeared.

The court orders that an interlocutory judgment be entered declaring that the parties are entitled to have their marriage dissolved. This interlocutory judgment does not constitute a final dissolution of marriage and the parties are still married and will be, and neither party may remarry, until a final judgment of dissolution is entered.

The court also orders that, unless both parties file their consent to a dismissal of this proceeding, a final judgment of dissolution be entered upon proper application of either party or on the court's own motion after the expiration of at least six months from the date the court acquired jurisdiction of the respondent. The final judgment shall include such other and further relief as may be necessary to a complete disposition of this proceeding, but entry of the final judgment shall not deprive this court of its jurisdiction over any matter expressly reserved to it in this or the final judgment until a final disposition is made of each such matter.

Both parties ~~agree~~ ^{consent} to joint legal custody of the children from this marriage: Robert, Brian and Cary, with physical custody of Robert and Cary remaining with petitioner and Brian remaining with respondent. Respondent agrees to provide support for the children ~~as~~ ^{jointly} with petitioner in the amount of 75.00 to be paid on approximately the 5th and 25th of each month, until age of eighteen years. All property, real and personal, has been equally distributed between both parties. The amount of 75.00 per month is for each child.

Dated April 18, 1973

W. HOWARD STLEY

Judge of the Superior Court

Form Adopted by Rule 1287 of
Judicial Council of California
Effective January 1, 1970

**INTERLOCUTORY JUDGMENT OF
DISSOLUTION OF MARRIAGE**

B 43 (159)