

## **Notice of Return of Unused Deposit**

January 25, 2005

**To: Homer Kizer, 8175 Port Drive, Port Austin, Huron County, Michigan, USA 48467**

In July 2004, I attempted to find favorable housing for you based on verbal statements and your June 28 e-mail indicating that you would help start the Sabbatarian Educational Environment (SEE), working without pay. I had verbal permission to use Pleasant View Condominium unit 3, Port Austin Township, Michigan, commonly known as 8220 Anchor Drive, pending its purchase. Therefore, I gave you permission to move into the house without deposit. You decided to provide \$500 as a down payment should the purchase be successful. Toward the end of July 2004, I wrote the following receipt to you:

Received of Homer Kizer, \$500 as down payment on Pleasant View Condominium unit 3, Port Austin Township, Michigan. Land contract to be assigned. No payments to be made until back property tax is resolved and the contract is recorded. [signed] Norman Edwards

This was not a sale. The word "sale" or "purchase" does not occur in this receipt. You did not sign the document. No address of buyer and seller is included. All of these things are required for a buy-sell agreement in Michigan. I did not include them because this is not a buy-sell agreement. When you offered to help with SEE without pay, I offered, in good faith, to make favorable housing arrangements for you on that basis. That included many things. I let you use my moving equipment. I let you use my gas dryer, with no written arrangement. But on August 29, 2004 you sent the following e-mail to Sam Metz:

It appears I will eventually take over the educational program here although I have no desire to do so. There just isn't anyone else here who is able to do the job. Norm certainly cannot....Feel free to forward anything I write.

A few days after this, you confirmed to me that you indeed wrote this e-mail, and said that if you were starting a school and somebody wrote something similar about you, that you would fire them. This ended your relationship with SEE and my obligation to help you obtain housing was over. SEE has now been cancelled by Frankford, Drieman and Williams, a majority of its founders, as evidenced by an affidavit signed November 30, 2004 and recorded at Liber 1085, Page 693 at the Huron County Register of Deeds.

Notice that my receipt to you said "land contract to be assigned", but does not say who will assign it to whom, or when such assignment will take place. This vagueness was intentional. No terms of sale were written down and as I had no way of guaranteeing if or when any sale terms could be known. I knew, and explained to you, that the Port Austin Sabbatarian Church Community Sacred Purpose Trust (herein "the Trust") had a contract to purchase this property from Hawkins, but the contract was not recordable due to tax issues, and the Trust agreed to wait for Arthur Hawkins, the owner, to pay these taxes, as long as Hawkins' representatives also continued to make the mortgage payments. The last part of the receipt assured you that you did not have to make payments of any kind until the property tax problem was resolved and a contract recorded.

The promises on this receipt were kept. Your unsolicited "down payment" was received and you lived in the property rent-free for over four months, as the property tax issue was never resolved. The receipt contains no promise to sell. The receipt was not signed by the Trust, nor did the Trust receive the down payment.

After you stopped helping SEE, I informed Hawkins' representatives that I had given you permission to move into his house, and asked them if I should ask you to leave or if they wanted to deal with the issue. They told me that they would resolve the issue with you.

I received no communication from you until your letter dated November 9, 2004. I responded to it on November 15 via first class mail, on November 26 via certified mail and again on December 20 via certified mail. I received no response from the first letter and you did not pick up the certified letters, even though the latter one contained your refund of \$512.50, including 6% simple interest being added for five months, lest you accuse me of profiting by holding your deposit. I returned your money when I learned from Hawkins' representatives that they had not paid the taxes and that their contract to sell the property was now invalid for several reasons.

You received five months free rent and weeks of free food in the campus dining hall, and did almost nothing to help SEE. Your deposit has been refunded. You have moved out of the property. I consider this matter closed.



Norman Edwards, PO Box 204, Port Austin, Michigan, USA 48467



**Notice of Return of Unused Deposit**

January 25, 2005

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75 Port Drive, Port Austin, Mich 48467

**POSTAL MONEY ORDER**

SERIAL NUMBER  
**07473999521**

YEAR, MONTH, DAY  
2004-12-20

POST OFFICE  
484670

U.S. DOLLARS AND CENTS  
**512.50**

AMOUNT  
**FIVE HUNDRED TWELVE DOLLARS & 50c\*\*\*\*\***

**NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS  
SEE REVERSE WARNING**

PAY TO **Homer Kizer**

FROM **Norman Scott Edwards**

CLERK  
001

ADDRESS **PO Box 629  
Port Austin, Mich 48467**

ADDRESS **PO Box 204  
Port Austin, Mich 48467**

C.O.D. NO. OR  
USED FOR **Return of unusable "down  
payment" with interest.**

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07473999521⑆

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*Norman Edwards*

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