



URANTIA®

URANTIA FOUNDATION

533 DIVERSEY PARKWAY CHICAGO ILLINOIS 60614

February 1, 1979

Mr. and Mrs. Duane Faw  
23301 Bocana  
Malibu, CA 90265

Dear Duane and Lucile:

I was disappointed not to have had a chance to talk with you during your recent visit, but I know you both are busy, active people not only with many social activities, but also with a new home which no doubt requires a good amount of your time.

We have certainly appreciated your help in the Clyde Bedell situation in trying to maintain amicable and productive relations. In fact it is so that we may continue to enjoy your confidence that I am writing.

We have recently learned that there is indeed some confusion as to what Tom and I agreed with Clyde with respect to the Brotherhood Corporation making a contract with Clyde for the sale of his Concordex, and I would like to present the situation as it developed from our viewpoint.

First of all the Trustees, with regard to copyright and trademark matters, have always carefully and painstakingly consulted with counsel who are long-time specialists in this technical and perhaps esoteric area of the law. We have done our best always to adopt a course of action which is consistent with the law as it has developed, or has been developing, when carrying out our fiduciary responsibilities concerning the copyright in and to The URANTIA Book. We have always tried to do, in this imperfect world, what is best for The URANTIA Book. Hence in our dealings with Clyde (as with others), our approaches have been carefully studied and worked out. We believe they are correct and that they would be upheld in court were a court contest ever be necessary.

Secondly, when the Trustees act, it must be as a group, not as one or two individuals, and as that group is advised by counsel. Each member of the Board of Trustees has made it personally clear that none of us may compromise the Board, no matter how well intentioned our unilateral act might be. The Declaration of Trust is, of course, quite clear on this point: unless otherwise specified, the decisions of the Board of Trustees of URANTIA Foundation will be made by majority vote.

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Tom and I made the trip to California on July 15 to visit Clyde on behalf of URANTIA Foundation, and it was a trip not just to maintain our previously carefully worked out approach but also to see if we could not lay the ground work for free and open discussion and future co-operation based on mutual trust and understanding. Neither Tom nor I was authorized to make any decision for the Board of Trustees (much less the Board of Directors of URANTIA Brotherhood).

Interestingly enough, the matter of the contract with the Brotherhood Corporation (for which neither Tom nor I had any formal authorization to act and on whose behalf we had not made the trip) came up tangentially inasmuch as the motivating concern of our visit had been to enlist Clyde's co-operation in not challenging the copyright in and to The URANTIA Book through his proceeding with an unauthorized reprinting of his second edition of the Concorde.

In our discussion about the contract, we said we would be glad to report to the Board of Directors of URANTIA Brotherhood Corporation Clyde's then expressed willingness that he would sign the previously presented contract providing it could be cancelable only by a majority vote of the Board of Directors. At no time did we ever knowingly obligate ourselves to champion the adoption of the contract; we merely agreed that we would serve as the conduit to relay the information for the deliberation of the full Board of Directors and their ultimate decision. In fact, there is no way either Tom or I could ever compromise, by a limiting side agreement, our ability to do what we individually might determine, in view of all the facts, was best for the Foundation, Brotherhood or Corporation. If a project has merit, then it seems reasonable that it should have full exposure to the deliberation of the proper group and the opportunity for the functions of constitutionalized group wisdom.

However, for the sake of argument (only), let us assume that there was a formal agreement and Tom or I had made some clear representation that we believed a contract was not only desirable but that we would also champion its adoption. Even in that case, I would consider that any such agreement had been abrogated for at least two reasons, which are as follows:

First, it was a great disappointment to the entire Board of Trustees, and especially to Tom and me, when we learned that despite our sincere show of personal affection for Clyde and our attempts to find some common ground, Clyde had consciously chosen to mislead us. It was only some five or six weeks after our visit that we learned that even while we were in Clyde's very presence, he was secretly proceeding with the reprinting of the second edition of his Concorde. If Clyde believed his legal advice, why was he reluctant to stand by it, face-to-face with us? Was he afraid that his position of challenge was really wrong?

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Second, the montage which Clyde sent us representing his revised transcript of the conversation which took place at that meeting of July 15 contained some new contract terms which I at least could not agree to without a full discussion with the Board of Directors.

Ultimately then, even if there had been any specific agreement on my or Tom's part to actively urge the adoption of a contract between Clyde and the Corporation, that agreement was abrogated by Clyde's lack of good faith and his bringing into consideration new terms and conditions after the fact.

Ours was a mission of good will and we would hope that there would not now be any suggestion that it was really one in which Tom and I allegedly compromised our personal integrity by breaking certain supposed sacred and most solemn agreements -- agreements which have yet to be detailed to us.

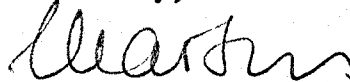
One may rest assured, however, that after all is said and done, despite Clyde's actions, there is no less degree of warmth for Clyde personally, although we are disappointed with his lack of good faith and his challenges to URANTIA Foundation, the copyright in and to The URANTIA Book, and the wise presentation of the Fifth Major Epochal Revelation to a planet largely not yet ready for it.

Let me point out here that at no time has the Foundation yet taken any unfriendly action against Clyde and/or his Concordex. During our visit we then wished, and still do, that we could avoid a confrontation with Clyde as a result of his acting unilaterally in challenge to the rights of URANTIA Foundation. Unless Clyde has chosen to shut the door, there is indeed still a chance for co-operation with -- instead of challenge to -- URANTIA Foundation. But that choice largely now rests with Clyde.

I would not normally go to the trouble to outline events as they occurred were it not that we wish to retain your confidence and friendship, if there is any possibility we can do so without compromising ourselves. And we believe it is possible. You two, as you already have, can be of real service to the movement in the future, and we would prefer to have as few impediments as possible to a long and happy relationship.

We do send our best wishes.

Cordially,



Martin W. Myers  
Vice President

MWM:kfm

cc:Christy  
Dr. Meredith J. Sprunger  
Mr. Vern Bennom Grimsley

cc: Board of Directors of URANTIA Brotherhood  
Corporation  
Trustees of URANTIA Foundation