047

IN THE SUPREME COURT OF FLORIDA
(Before a Referee)

THE FLORIDA BAR,

Complainant,

vs.

EILEEN M. BRAKE,

Respondent. /

The Florida Bar File
No: 94-70,760 (11F)

Supreme Court Case
No: **88,104**

REPLY
BREIF OF RESPONDENT EILEEN BRAKE

EILEEN BRAKE
Florida Bar Number 008293
In Proper Personam
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REPLY BRIEF
OF
EILEEN M. BRAKE

1. **The Florida Bar's brief violates Appellate Rules and should be stricken.**

The Answer brief of the Florida Bar addressed to my brief incorporates by reference large segments of their brief in response to my husband's brief. However, the Florida Bar failed to furnish me a copy of that brief as required by Florida Appellate Rule 9.420 (b). This makes it impossible for me to reply to those sections of the brief.

I therefore request that the Bar's Answer brief directed to my brief be stricken and the Complaint against me be dismissed.

2. **The Bar's brief is not only confusing to read, it confuses the facts, misstates the facts (at least 15 times) and draws wrong conclusions.**

In reading the partial Answer brief of bar counsel that I received I realize that, instead of anger at her untruths and attempts to mislead the court, I should feel sorry for her utter confusion at the facts in the different cases that have spanned the last 10 years. She has mixed and matched testimony from different cases, transposed facts that are completely false, failed to explain or correct the 46 mistakes that the Referee made in her report, and made at least 15 mistakes of fact of her own (none of which she would have made had she read the record references in my brief and in the list of the Referee's errors). These false and misleading statements are set forth in an Appendix, Item 1, attached to this brief beginning on page 8.

Bar counsel is also attempting to mislead the court when she fails to explain that the surcharge judgment has been reversed and the

"fraudulent deed"/resulting trust case reversed. Appendix Item 2 at page 11 lists some of the other "highly questionable orders" (see 693 So 2d 663 at 665) signed by Judge Newman that have been reversed.

3. The heart of the issues:

Let's just go to the two rules that the Referee has charged me with. On the first one, Rule 4-8.4 (d), the bar, confusing me with my husband, a practicing lawyer, has charged me under a rule regulating client-lawyer relationships. However, the Referee ruled that I was not engaged in attorney-client relationships or the practice of law as Personal Representative, and dismissed Counts I and V and those portions of Counts III and IV that charged me in that capacity under other Rules. This Court should dismiss all charges against me under this Rule. [1]

On the 3rd charge involving the resulting trust, the bar has the right rule but the wrong conclusion.

A. The first set of facts: The sale of the building

The Degani offers and the time sequence from September 9 through November 2 show that I promptly conducted negotiations. [2]

It doesn't take a lawyer to read each of the 3 contract drafts that I negotiated with the Deganis from September 26 to October 18 to realize that each one was more complete than the last one, but only the one I drafted was "as is".

It doesn't take a lawyer to realize that no one buys property, especially old business buildings, without inspections. The testimony is uncontradicted that I offered the Deganis the right to inspect the property before a contract was signed (see Appendix Item 1, paragraph 8, where Mrs. Degani admitted we allowed inspections, contrary to bar counsel's statement).

It doesn't take a lawyer to read the October 18th contract to realize that if I signed for the estate I would be subjecting the estate to $63,000 in repairs if my acceptance was honored by the buyers.

It doesn't take a lawyer to realize that an owner of only 96% of property cannot give clear title to 100% and should not sign a contract which requires the signatures of all 5 owners when the other 4 co-owners refuse to sell unless the contract is "as is" [3] and the buyers refuse to buy "as is" and refuse to buy a partial interest. [4] In that case there can be no sale.

It might take a lawyer to realize that the only way the estate could sell 100% would be through a partition suit against the 4 co-owners who refused to sell. But even a non-lawyer would realize that such partition litigation would be costly and the parties might have difficulty in keeping the bidding going to a fair level at sale, since the Estate had no funds . A foreclosure sale would have had the same result, but the Murphys objected and I agreed not to seek a foreclosure sale. See Bar Exhibit 33.

After Judge Featherstone denied Ed Golden's perjured petition we contacted the Degani's attorney, whose reply was that we had to sign a contract first and then negotiate the terms, but the Deganis would never buy "as is". Two weeks later I was replaced by Herbert Stettin as Administrator Ad Litem to sell the building. My negotiations stopped after 48 days and many calls, letters and several court hearings.

And isn't it ironic that Eve and Richard Murphy refused to accept the Degani's offers to buy their share of the property and never signed any contract, but turned and surcharged me for not selling the estate's share?

How can any of that be "prejudicial to the administration of justice" *while engaged in the practice of law*, as required by Rule 4-8.4 (d) under which I am charged? This charge should be dismissed.

B. The second set of facts: the mortgage

If bar counsel would read the surcharge Petition she would realize that the execution of the mortgages and the filing of the mortgage foreclosure proceedings were not included in the causes of action in the petition. They were added to the Order by Mr. Golden when he wrote the *ex parte* opinion for Judge Newman that surcharged me.

The 3rd DCA held that I could not be surcharged for accepting the first 3 mortgages from the corporation, and did not violate any rulings regarding the filing of the foreclosure suit, since I was acting in my individual capacity and not as Personal Representative (636 So 2d 72 at 73), but the trial court could hold a hearing on executing the 4th mortgage which covered the money I loaned to pay the corporation's debts before dissolution. Judge Newman refused to hold a hearing and I was never surcharged for executing a corporate mortgage as a corporate officer. Executing the mortgage as corporate president on the authority of the Board of Directors and on the written advice of tax counsel [5] was not a violation of my duty as personal representative. As former Judge Herbert Stettin testified,

> "I think the statute at that time did not require (approval by the court for executing the corporate mortgage as corporate president), but it also preserved the rights of any one of the affected, impacted parties, to have a claim for the impropriety that resulted from it. **Technically, she did not have to go to Judge Featherstone to obtain permission to do it....**
>
> **If all four heirs, acting in their capacity as directors, authorized the making of the mortgage, of course, they would be estopped** to

> come back and claim that it was done improperly." (T.page 692, 693, emphasis added). [6]
>
> "Q. (By Mrs. Lapin) Mr. Stettin, the fourth mortgage was voided by Judge Bloom?
>
> A. As I recall, it was voided as a lien against the property, but I think it may have remained as a claim which could be asserted against the estate." (T. pages 671-672)[7]

The mortgage foreclosure would have been avoided if the Statute of Limitations had been waived in return for waiver of foreclosure, future interest and the attorney fees which I had offered. The waiver would have saved the estate over $90,000.00 in costs and fees, 1/4 of which I paid.

And isn't it ironic that Eve and Richard Murphy were always "overjoyed" (to use Judge Bloom's phrase) for us to lend our money to the corporation over the years to save it, and then they complained to the Florida Bar when we had to foreclose to save our right to repayment when they refused to waive the Statute of Limitations? Judge Bloom recognized this for what it was:

> "The Brakes advanced the money to save the building. Everyone recognized same and knew of same. No argument. They knew the Brakes were to be repaid. Then look at the rest of this. Family meetings decided everything. Family overjoyed for Brakes to lend money to Murphy Investments, Co., Inc. or Murphy Investments... **These people should be praised, not condemned, for what they did. I don't even know why we are in court.**" (Statement of Judge Philip Bloom, Exhibit 434, emphasis added).

How can any of that be "prejudicial to the administration of justice" *while engaged in the practice of law,* as required by Rule 4-8.4 (d) under which I am charged? This charge should be dismissed.

C. The third set of facts: the resulting trust issue

Here the bar theoretically has the right rule but lacks the facts. While the execution of the deed was not done in the practice of law, Rule 4-8.4 (c) would apply if, in fact, I did sign a fraudulent conveyance, and I should expect punishment. But I did not and there is no ruling that I did.

In fact, the Plaintiffs, the Murphys, stipulated in the trial of that case that it was my husband's money, placed in entireties accounts, that paid for the purchase of the building. My deed of November, 1992, ending the resulting trust and creating an estate by the entireties, was 8 months before the *ex partied* surcharge order. Since he furnished the money to purchase the property, it was a deed *with* consideration.

It was not a *coincidence* that I deeded my interest to my husband in June, 1993, one day after the above order. It was a deliberate act on my part to protect my husband.

Bar counsel should realize that I am separate from my husband, I have my own will and intelligence, and I do what I believe to be ethically correct. I am proud of the fact that I put myself through seven years of college and law school in five years, with two honor degrees (AB and Juris Doctor), was number 2 in my law school class, law school student government officer and a law review quarterly editor; and became of member of the Florida Bar in 1950, three weeks after my twenty third birthday.

Bar counsel also overlooked the testimony of Herbert Stettin that a resulting trust is a valid defense to the Statute of Fraudulent Conveyances because the initial payment by the beneficiary to the original grantor is

consideration and that if there is consideration there is no fraud (T. 714-715). They failed to advise the court that the Murphys stipulated in that case that the money used to purchase the building came from money earned or inherited by my husband and placed in our entireties accounts (Exhibit 38-39, pages 92-96, 125-127, 130-134, 137-148, 150). Bar counsel failed to mention that I testified in December, 1991 March, 1992, February, 1996 and in the hearing before the Referee that I did not want the property and that my husband was going to buy it (T. 771; Exhibit 39 1 February 1996 pages 5, 7, 20, 28). They failed to mention that Richard Murphy testified before the Grievance Committee that "the Brakes were going to purchase the building" (page 153).

Finally they ignore the fact that if the conveyances had not been made my husband would still be entitled under Florida Statutes Section 656.16, et seq, to challenge any levy of execution on the grounds of resulting trust.

Why is it "dishonest" to convey property to the person who paid for it? Why is it "dishonest" to break a tenancy by the entireties (which is judgment-proof) to convey it to my husband?

This charge should be dismissed.

CONCLUSION

This Court recently reiterated its strong opposition to perjury, false statements to a tribunal and misrepresentations by counsel, in the case of **Florida Bar v. Lange**, 1998 711 So 2d 518 at 523. Despite this reminder, the Florida Bar has ignored the perjury of Edward I. Golden, the *ex parte* actions of Mr. Golden and now-retired Judge Robert Newman, and has made false statements and misrepresentations to the Referee, and to this Court in its brief. These actions have undoubtedly caused a young, ambitious county

judge, who needs the support of the Bar for advancement, to fill her report with 46 mistakes of fact and to draw erroneous conclusions of law.

I was not engaged in the practice of law when I acted as Personal Representative of my mother's estate. I was not engaged in the practice of law in other actions described in the briefs or the record. I am, therefore not guilty of violating Rule 4-8.4 (d).

I did not engage in conduct involving dishonesty. My negotiations with the Deganis were not dishonest. They were unsuccessful because the co-owners wanted to sell the property "as is" and the Deganis adamantly refused to make "as is" offers. Judge Schwartz recognized that I had done no wrong (636 So 2d 72 at 74-75). The full panel in that case recognized that filing the mortgage foreclosure was a lawful individual act. The conveyance to my husband was supported by consideration, namely, the money he paid to the estate to purchase the property from it. This evidence shows that I have not violated Rule 4-8.4 (c)

It is clear that there is no evidence - much less "clear and convincing evidence" - that I did anything wrong.

The recommendations of the referee should be overruled and the Complaint against me dismissed with prejudice.

Respectfully submitted

Eileen M. Brake

Eileen M. Brake

CERTIFICATE OF MAILING

I hereby certify mailing a copy of the above and foregoing to Jerome Shevin, Attorney for Robert M. Brake, 100 North Biscayne Blvd., 30th Floor, Miami, Florida 33132, Arlene Kalish Sankel, Bar Counsel, The Florida Bar, 444 Brickell Avenue, Suite M-100, Miami, Florida 33131, John F. Harkness, Executive Director, The Florida Bar, 650 Apalachee Parkway, Tallahassee, Florida 32399, and John Anthony Boggs, Staff Counsel, The Florida Bar, 650 Apalachee Parkway, Tallahassee, Florida 32399, this 24th day of August, 1998.

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APPENDIX, ITEM 1

False and Misleading Statements In Bar's Brief

1. Page 2 *"The surcharge order was limited to one of four mortgages".*

The surcharge order was for filing the mortgage foreclosure action, and failure to sell to the Deganis. This was reversed in 636 So 2d 72. There was never any hearing on the execution of the fourth corporate mortgage.

2. Page 2 *"The fraudulent conveyance ruling was set aside on the basis that the proper party had not brought the action".*

687 So 2d 842 reversed the judgment for retrial of all issues especially the resulting trust.

3. Page 3 *"(Thomas Korge) ... would not have advised the beneficiaries to transfer stock to the corporation if he knew that the stock was equally owned by the four children."*

The four children owned only one share each. Thomas Korge testified that all of the co-owners said that the estate owned 96% (T, 571-572, 578-579). If the four owners had owned all of the stock there would be no probate, no surcharge and no bar complaint and I would not be listing all the mistakes made by bar counsel and the Referee.

4. Page 3. *"(Thomas Korge) did not advise the Respondents regarding the fourth mortgage."*

On the contrary, Mr. Korge testified that the co-owners all agreed to elect me president and give me full authority to do whatever was necessary to dissolve the corporation. The minutes he prepared were signed by all co-owners (T, 580-589). He gave me a memo directing me to provide for debts of the corporation to owners by mortgage notes (Exhibit 191, T 590-591, 593; 612). Herbert Stettin testified that it was not necessary to get prior approval of the court for the execution of the mortgage (T, 692-693). There was no surcharge for my execution of the fourth mortgage.

5. Page 3 *"The testimony is ample that the Deganis were willing to purchase "as is".*

If any person, not even a lawyer, will read the contracts of the Deganis they will immediately know that the contracts are not "as is". Mrs. Degani's testimony (Exhibit 36, Transcript 4 Dec 1991, page 164, 172-173) and her attorney's letters (Bar Exhibit 17 H; Exhibit 319) confirm that the Deganis would never have accepted an "as is" contract. This "ample testimony" makes my testimony uncontradicted.

6. Page 3 *"The perjured petition is a 'dead horse'"*

The dead horse is alive and kicking. In his motion Edward Golden said

i. That Eve was the Personal Representative. She was not.

ii. That she had seen the Degani contract. She had not.

iii. That she wanted to accept it. She testified that she had not seen it and, because it was not "as is" , would have rejected it if she had seen it (T, 376).

iv. That Mr. Golden had read the petition and that the statements in it were true and correct.

Four lies under oath is perjury. Ms Sankel needs to put a bridle on this "dead horse."

7. Page 4 *"The timing (of the deed to my husband) is pure coincidence."*

The timing is not pure coincidence. It was very deliberate and no court has ever been asked to consider my explanation. Counsel is trying again to mislead the court.

8. Page 5. *"The evidence is ample that the Respondent violated statutory requirements governing personal representatives."*

The only statute cited in the brief is Florida Statutes 733.610, holding that a conveyance by the personal representative to herself is *voidable* (not *void*). Herbert Stettin testified that prior approval of the court is not necessary, and if the directors of the corporation authorized me, as president, to execute the document, they would be estopped to challenge the conveyance (Page 4, above) and Thomas Korge, Esquire, orally (T, p 612) and in writing (Exhibit 191) advised me as corporate president to provide for debts to stockholders by mortgage notes. I did so as a corporate officer, not as personal representative. If I were president of GM and gave myself a note and mortgage under the authorization of the directors for money I loaned to GM, would I be acting as personal representative of my mother's estate?

9. Page 6 *"Furthermore, she establishes no factual basis for the claim that consolidation was designed to conclude."*

This sentence makes no sense.

10. Page 8 *"Note particularly that Eileen claims her testimony regarding the availability of inspections was uncontradicted. That claim is false"*

The bar then cites a question and answer from Mrs. Degani.

But the very next question, asked by Joseph H. Murphy, Jr., Eve Murphy's counsel, was as follows:

> "Q: They wouldn't allow any inspection. Is that correct?
>
> "A. We argued verbally back and forth, and finally they said, **"Well, go ahead and do what you want."** (Exhibit 36, page 143, emphasis added)

Bar Counsel cannot have overlooked this testimony. It makes my testimony uncontradicted, as I said. Quoting the preceding question and answer, and eliminating this question and answer and denying that my testimony was uncontradicted, can only be a deliberate attempt to mislead this Court (see this Court's comments in **Florida Bar v. Lange**, 1998, 711 So 2d 518 at 523, column 2)

11. Page 10. *"The referee found that as the bar alleged, Respondents role as Plaintiff in the foreclosure of the fourth mortgage which encumbered the major asset of the estate was a breach of her fiduciary duty to the estate".*

Foreclosing the mortgages was charged in paragraphs 33-35 of Count I and paragraphs 55 to 57 of Count III. The Referee dismissed Count I and Count III because I was not in an attorney client relationship (Report page 3). The Referee did find in Count III that filing the foreclosure action was a violation of 4-8.4 (d) which prohibits **engaging in conduct "in connection with the practice of law** that is prejudicial to the administration of justice". In the same paragraph she ruled that I was not practicing law and she completely ignored the opinion of the 3rd DCA in 636 So 2d 72 that filing the foreclosure action was an act by me individually, and not as personal representative, and therefore not a breach of fiduciary duty.

12. Page 10 *The Administrator Ad Litem "...was appointed despite her objections."*

My objections were based on the hopes that the Murphys would come to their senses and accept my offer of no further interest, no foreclosure, and no attorney fees, in exchange for waiver of Statute of Limitations. Their refusal cost my mother's estate over $90,000 in costs and fees of which I, as 1/4 beneficiary, paid 1/4.

13. Page 11, *"(Mr. Korge) did not advise Eileen regarding the fourth mortgage."*

This is the second time this false statement was made. See note 4 above.

14. Page 12, *Mr. Korge "would not have given the same legal advice if he had known that each of the four beneficiaries owned 25 shares of Murphy Investments, Inc."*

Like note 13, this is the second time this false statement was made. As shown in note 3 above, Thomas Korge testified that the four beneficiaries told him that the attempted gift had not been completed and the estate still owned 96% (T, 571-572; 578-579).

15. Page 12, *"Foreclosure would have been unnecessary if Respondent acceded to the request to sell to the Deganis."*

Foreclosure would have been unnecessary if the Murphys had agreed to waive the Statute of Limitations. If we had signed the Degani contract and they had to pay more than $60,000 in repairs they really would have surcharged me.

APPENDIX, ITEM 2

Relevant Appellate proceedings

Of the related appellate proceedings which have been decided, 14 were filed by me. These appeals resulted in the reversal of 12 "highly questionable orders" (so characterized by the 3d DCA in 693 So 2d 663 at 665) of the Circuit Courts below.

(1) Order denying disqualification of Judge Robert Newman **REVERSED** because Judge Newman and Edward I. Golden, co-counsel for Respondents Eve Murphy and Richard Murphy, engaged in *ex parte* conferences to decide the surcharge claim against Eileen Brake and to write the final order (693 So 2d 663).

(2) Order requiring Eileen Brake to post a $50,000 Bond as a condition precedent to filing any further pleadings in the surcharge case or in the estate of her mother **REVERSED** on the grounds that said order violated the Constitution of the State of Florida (693 So 2d 663).

(3) Order imposing a $1,000 fine on Robert M. Brake for consenting to the request of Carlos Machado, attorney for Denise Bacallao as Personal Representative of the Estate of Dennis L. Murphy, Jr., for a continuance of a hearing on a request for fees by Harold Braxton and Richard Kozek, **REVERSED** (693 So 2d 663).

(4) Surcharge Order against Eileen Brake for filing a mortgage foreclosure case against the co-owners of the property **REVERSED** because the filing was done in her individual capacity and not as Personal Representative, was done on the last day before the Statute of Limitations would bar the mortgage, and done after an offer to waive foreclosure and waive future interest and attorney fees if the co-owners would waive the Statute of Limitations was rejected (636 So 2d 72). (The filing of the foreclosure action was not one of the causes of action in the surcharge petition, and was added to the judgment at the *ex parte* conferences.)

(5) Surcharge Order against Eileen Brake for being unable to obtain an agreement to sell the estate's share of jointly owned property to purchasers

who would not buy "as is" when the co-owners (who were the Appellees) would not sell unless the contract was "as is", **REVERSED** (693 So 2d 663).

(6) Order disinheriting Eileen M. Brake **REVERSED** as being "both procedurally and substantively unauthorized" (688 So 2d 403).

(7) Judgment in favor of Eve Murphy and Richard Murphy in the deed case **REVERSED** because the Murphys were not the proper parties Plaintiff (687 So 2d 842)

(8) Judgment setting aside deed from Eileen Brake to Robert M. Brake **REVERSED** because the judge in the General Jurisdiction Division case failed to consider the defense of resulting trust.(687 So 2d 842).

(9) Order rejecting appointment of Dennis L. Murphy, Jr. as alternate Personal Representative of his mother's estate and appointing Herbert Stettin instead **REVERSED** because Dennis L. Murphy, Jr. was named in his mother's will to be alternate Personal Representative and entitled to appointment (591 So 2d 1096).

(10) Order awarding fees to Paul M. Kade from the estate of Eileen Ellis Murphy, deceased, and charged to Eileen M. Brake's distributive share, for Mr. Kade's representation of Eve Murphy and Richard Murphy in the General Jurisdiction Division case concerning a deed from Eileen Brake to Robert M. Brake **REVERSED** (688 So 2d 403).

(11) Order granting Edward P. Swan's Petition to Intervene and dismissing declaratory judgment action to establish resulting trust and equitable lien **REVERSED** (697 So 2d 1257). (On remand Judge Amy Dean entered a summary judgment foreclosing the equitable lien in the amount of $291,315.30. Mr. Swan took an appeal which was dismissed May 7, 1998 [clerk's file number 98-1096])

Other appeals raised justiciable issues:

(1) **Brake v Newman**, 608 So 2d 819 raised the issue of the disqualification of Judge Newman for prejudicial remarks at a hearing on June 12, 1992.

(2) **Brake v Murphy,** 642 So 2d 1374 raised the issue of disqualification of Judge Newman for the fear of retaliation by him against us for "whistleblowing."

(i). On the advice of United States District Judge C. Clyde Atkins and former Third District Court of Appeal Judge Mallory Horton, we reported in May, 1994 to Judge Leonard Rivkind that Judge Newman had closed out the multi-million dollar Brunstetter and Keller Estates for Joseph Murphy, Jr, (since disbarred) son of Appellee Eve Murphy, without requiring a final accounting, or waiver thereof, or receipts of beneficiaries, some of whom stated to us that they had not received their bequests. (Judge Newman did so approximately two weeks before the surcharge action was filed in 1990. The *ex parteing* occurred in 1993 but had not been discovered at the time of the report in 1994.)

(ii). Judge Rivkind reported the matter to the State's Attorney's office, which began a criminal investigation along with the FBI, the IRS, and the Judicial Qualifications Commission.

(iii). Our fears of vengeance appear to have materialized. On the day Judge Newman learned of the investigation, he signed an Order, orally granted months earlier, authorizing fees to be paid to my husband, but he penned in an addition that the fees be withheld pending further order of the Court. The fees have not yet been paid.

Both of those decisions were effectively reversed by the removal of Judge Newman in 693 So 2d 663 because of his *ex parte* conduct with Ed Golden.

FOOTNOTES

1. It has been 50 years since I took a course in criminal law. At that time I was taught that a material variance between the allegations and the proof warranted a reversal of the judgment. I have looked in Florida Jurisprudence 2d and found that this appears to still be the law of Florida (14 A **Fla Jur 2d**, Criminal Law, Section 1242, page 290).

2.

26 Sep 89	Date of Degani letter contract, Bar Exhibit C
26 Sep-2 Oct	Conferences with Deganis and co-owners
2 Oct 89	Mailing draft of new contract to Deganis, Bar Exhibit 17M
6 Oct 89	Reply from lawyer for Deganis, Bar Exhibit 17H
6 Oct-18 Oct	Conferences and negotiations with Deganis and co-owners
18 Oct 89	New draft from Deganis (not "as is"). Bar Exhibit 17L
	Conferences with co-owners
19 Oct 89	The perjured petition. Bar Exhibit 11.
	Conferences with co-owners
20 Oct 89	Objection to the perjured petition, Exhibit 312
25 Oct 89	Hearing on the perjured petition
27 Oct 89	Order denying perjured petition, Exhibit 316
25 Oct-1 Nov	Conferences with Degani lawyer and co-owners

1 Nov 89	Letter from Degani lawyer, Exhibit 319
1 Nov-6 Nov	Conferences with co-owners
6 Nov 89	Letter from Robert M. Brake to Degani lawyer Exhibit 326
8 Nov 89	Oral order appointing Herbert Stettin to negotiate with Deganis

3 See my brief, pages 5-6 for the testimony of Richard and Eve Murphy that the bar counsel ignored.

4 See testimony of Mrs. Degani, Exhibit 36, transcript, 4 December 1991, pages 172-173.

5 See Exhibit 191, T, pp 590-593

6 See Exhibits 164-168

7 See my brief, page 9, for Judge Bloom's oral comments.