

To whom it may concern

5-December-2007

Re: My description and recollection of events surrounding the issues that developed between Barbara Taylor, Pastor Brian Hagger, his wife Lorraine, the Tokoroa Elim Church and myself.

A matter relating to one of the senior solo ladies arose when she needed to discuss a delicate financial arrangement she had with the Pastor and his wife with the Pastor.

I learned of this arrangement early in the year as the solo woman had, in confidence, spoken to a work colleague who had been less than discreet in her reaction. This led to my knowledge of the situation. The work colleague's vocal and angry reaction to the situation led to my contacting the solo woman. She agreed to meet with me so that I could learn the true nature of the situation and perhaps offer some helpful suggestion as to how to broach the situation. My advice to her, once I had established the facts of the situation from her point-of-view, was to have the Pastor agree to sign a document in respect of the original arrangement between them such that any subsequent modification to that arrangement may then be further established by negotiation and agreement between them and in writing. My advice was that this should be done delicately as there was little legal security for her position in the arrangement she had with them. However, I also pointed out to her that, morally, his position would leave him little room to be unsympathetic toward her request and that, because of his position in the community, he would feel obliged and considerate toward her.

Her chief concern early in the year, was that should the Pastor and his wife encounter some unforeseen calamity, the house would belong to the Pastor and his wife's estate and she would be completely vulnerable as there was no document to prove that she had any interest in the house.

The Pastor and his wife had secured a mortgage on her behalf and were apparently and subsequently wishing to "profit" from this arrangement. I assume that due to an inflation in the retail housing market over the period between when the arrangement began and this subsequent time, the Pastor and his wife had determined that they would arrange for this woman to take over the mortgage on the property with a \$15,000.00 difference in the overall price originally established and to their favour. A difficulty for her was that this and the original arrangement was to be kept secret and that the terms were, by her observation, being arbitrarily modified and improved to her detriment and their favour.

Another difficulty for the solo woman, was that there was the lack of written agreement for this arrangement and there was no apparent legal representation involved in what they had established.

Her concerns had built up over the period that this arrangement had continued as there was no record (to her knowledge) of the deposit she had paid (\$3,000.00) nor respect to the fact that she was paying all mortgage, rates, insurance, maintenance, and improvements (improvements such as redecorating the entire interior of the house with new paint and wallpaper).

Further, the Pastor had requested that all receipts for such improvements be forwarded to him so that he might make tax claims for his benefit. This concerned her since she felt that this was an attempt by him to defraud the tax department.

It was judged upon legal advice (and my own opinion also) that she ought to request that the original arrangement (I understand of some 2 years duration) be set on paper and signed by all parties.

This request was made 17-October-2007. Myself, the solo woman, the Pastor and his wife were present. A document was presented to the Pastor and his wife for them to sign stating what the original terms of their financial arrangement had been. This was not well received. Firstly, that I was present (and had an opinion on the matter), secondly that some details were disputed. The Pastor had some objections concerning the passing of receipts from the solo woman to the Pastor for tax purposes that was not mentioned. In reply, the solo woman stated that this request by the Pastor was made subsequent to the establishing of their agreement and after the house had been procured on the solo woman's behalf. The Pastor was adamant that the receipts were mentioned at the very beginning of the arrangement. This was a clear point of departure between the Pastor and the solo woman. He further queried "why would he enter such an arrangement without profiting by it in some way?" After some thought, I replied that I would have considered that he would most certainly have been the kind of person that would assist someone in the solo woman's position without personal profit.

Some further points of note in the meeting are that, the Pastor's wife clearly stated that the document presented by the solo woman did truly represent the original arrangement and intent. After some dialogue, the Pastor's wife made the observation that my position in the meeting was hypocritical as I had stated that there ought to have been a legal document in relation to their financial arrangement from the beginning and that this meeting was to correct that omission. This concern was in relation to my own circumstances where I and my family occupy a house without any rent to pay nor a formal agreement of any kind. The house we now occupy was, in part, derelict when we first occupied it. We were reluctantly granted occupancy after my wife's plaintive request to the owners.

The Pastor also did not wish to sign the document without giving it a day or two to study.

I later learned from the solo woman that she had asked that the Pastor's wife not be present at the meeting.

Shortly after the conclusion of this first meeting, the Pastor entered my office in the church building and stated that perhaps there should be a written arrangement for my use of the church facilities. To which I replied that I would be open to such an arrangement. His obvious irritation at my involvement in this situation did not pass my notice.

The Pastor approached me again, the following day asking several questions most of which I do not clearly recall but centred around his treatment of the request for the solo woman to pass her receipts for maintenance to him. He wanted to know who should benefit from those receipts? I gave an opinion and suggested that he seek professional advice as I was not the right person to advise him on these matters. He made no commentary whatsoever that I recall. I did advise him that from what I understood from the situation, the solo woman did not wish for him to incur any financial burden as a result of his efforts on her behalf.

The Friday afternoon following, on the 19-October-2007, the Pastor called a meeting with the solo woman at which I was also present as witness. The Pastor's wife was not present at this meeting. The Pastor read from a document which stated that he and his wife no longer wished to be "guarantor" for the solo woman and requested that she take over the property within eight weeks. He stated that he had only wished to facilitate her purchase of the property in the first place and was disappointed at the loss of confidence (I do not recall the wording exactly) and no longer wished to assist her. He stated that he was certain that her position is benefited by this arrangement. He stated that he did not wish to incur any expense whatsoever as a result of any arrangement with the solo woman. A second document was presented to the solo woman for her consideration. The contents of that document I did not read nor do I have a copy. I understand that details of her financial interest in the property were clearly stated in the document, including her deposit.

The solo woman advised one of the elders, a woman, privately about the basic facts surrounding these issues and without embellishment. Apart from this, the elders have only the Pastor's version of events. None of them have made any inquiry of me nor of the solo woman with regard to the financial arrangement nor any matter relating to this situation.

On Sunday, 28-October-2007, in the course of the church meeting, the Pastor made a personal comment that he had been through a hellish two weeks and that he had been tempted to walk away from his position of leadership (this is my paraphrase of his statement). For the reader who may have been at the meeting, it was the same Sunday that he spoke about the "wagons getting ready".

For the benefit of the reader I should point out that since March of 2006, part time at first and now since October 2006 I have been running a small business from within the church facility. To date this has been at no charge to me or my business apart from some small miscellaneous assistance which I have very occasionally provided. I have not been charged for power nor any other expenses relating to this facility other than those here mentioned below. On Sunday 25-November-2007, I received a letter dated 15-November-2007. This letter was unsigned, given without any consultation, conversation or discussion and printed with the Church letterhead. The following is a facsimile of that letter:

(Beginning of facsimile.)

15 November 2007

To Gordon Wilson from the Elders, Tokoroa Community Services, Elim Church Trust.

Dear Gordon

We are aware that Pastor Brian has allowed you to run your business from this site with the condition that you pay the extra Broadband that you had installed. We, as an Eldership, feel that we need to draw up a formalised agreement, not only for you, but for all people who use the facilities.

We are God's stewards and rely on His provision for us and so all groups from now on must contribute financially to the expenses of the Church. To this end, we wish to advise you that as from 14 January 2008 we will be charging you \$150 a week rent as well as the extra Broadband rental.

If you agree with this, please sign below. Otherwise you will need to vacate the office before 14 January 2008.

Thank you for your contributions that you make here in the office. It is appreciated, but unfortunately we do need to now have formalised agreements.

Please feel free to discuss this with the Elders if you have any issues.

God bless.

Elim Eldership

(End of facsimile.)

I have some comments and queries to make in response to this letter.

In respect to what I am to be charged, I have made some inquiry as to what is the market rate for the rental of commercial premises in our locality. I understand that the highest rate of office space rental as quoted to me would be, at most, \$170/m²/annum plus a proportion of outgoings as a percentage of area of the total of the premises occupied. What the Elders are asking equates to \$710/m²/annum plus any nominated expenses. Over 4 times the rate of the most expensive real estate in town! I am left to wonder as to what possible criterion could be used to justify such an inflated amount? The Church facility is situated a considerable distance from the CBD and is actually an old shopping complex that had been largely abandoned by the business community due to lack of foot traffic.

I would ask:

Am I to sign a document, not signed by the originators and without any names (it could easily be a fake letter without such details) to indicate acceptance of terms which have yet to be declared to me and without sighting the 'formalised agreement' to which it clearly refers? I am utterly perplexed that an accountant, (one of the Elders is an accountant) would agree to forward such a poorly formed, and ill conceived document from 'God's stewards' who 'rely on His provision'. In terms of what is to be charged, I would suggest that they would rather rely on my provision. I would like to guess that perhaps the accountant agreed in principle to the letter being written but was not made aware of its content nor form in any detail.

I am tempted to disregard this letter entirely and treat it with the contempt it perhaps deserves. However, from the circumstances under which it was given, and the accompanying invoice for which I am happy to pay, I know that it was indeed from the stated source.

As an interested party and member of this church, I would want the following questions answered since there will be a 'formalised agreement, not only for you (that is me), but for all people who use the facilities.'...:

How many of these letters have been issued?

What charges are to be made to:

- The Stroke Club?
- The Scouter Club?
- The CLC Bookshop?
- Richard Burstone?
- Aotea Takeaways?
- The County Music Club?
- AA?
- Weight Watchers?
- The Cook Island Group?
- Gordon Thompson & his music group?
- Any future users of these facilities?

What are the formalised agreements and terms that these groups are now to be subject?

Perhaps these questions are unfair, but how am I to have confidence in the decision making process in light of the circumstances?

Am I to acquiesce to such a demand as the letter describes without complaint? Am I to consider the conduct of the Pastor and his wife as reasonable and without prejudice? Am I to believe that my receipt of the letter, and the Pastor's retaliatory remarks following the meeting of 17-October-2007, are unconnected?

Further, not one of the leadership have discussed this matter with me nor asked what sum might or might not be a burden to my fledgling business. None have recently asked how my business is doing. Nor has anyone sought to face me to explain the position of the church in making such a financial demand.

I am left to wonder that perhaps these demands (and by the form they have taken) are, in reality, a message, as yet unstated, that my presence at the church facility is no longer wanted nor welcome. If this is so, does not this letter represent the underhand manipulation of a coward, unwilling to confront the issues and people that might otherwise embarrass or upset his position?

Perhaps I am being too harsh. At this point I am unsure as to what course of action to take. If I am silent, does this mean that God is able to undertake on my and the solo woman's behalf? If I am vocal and complain, does this not warn others of possible future catastrophe of a similar nature? I am left to wonder as to what confidence should be given to such a leadership as I have so far described? These church leaders have thus far, from my perspective, demonstrated a flagrant disregard for the welfare of those for whom they, to some extent, are responsible. The concerns of the solo woman and her circumstances have warranted no investigation nor even a cursory inquiry. Their mutual responsibility to guard one another's conduct has, thus far, been totally lacking. The need for independent inquiry over issues arising has not, by all appearances, oc-

curred to any of them in these matters at least. Such naiveté might be expected of complete novices but not from the most mature of our number as Elders ought to be.

My deepest concern must be toward those who may need to, in the future, depend upon the sound judgment and selfless care of the Pastor and his appointed leadership. In times past, the Pastor's expression of concern and determination regarding the safety of those within the walls of this fellowship now echo in my mind as a warning that the recent conduct of this man and his wife calls into question both his former sincerity as well as his suitability as pastoral oversight. In short, I am utterly appalled by the seemingly callous disregard for the 'safety' of the solo woman and her delicate circumstances while under the Pastor's influence. At this time, I feel obliged to admit that the Tokoroa Elim Church is an unsafe place.

My prescription for a possible remedy would include, for a start, some open and honest dialogue between all interested parties. Preferably to be initiated by the leadership. Ought I to take the first step? Were I to initiate such a dialogue I have no confidence that I would be properly received given the recent observations I have made and this church's long history of badly handled issues. I am not unfamiliar with the breakdown of communication that has occurred in this organisation and the "style" of damage control and "spin" that is so common in this environment. However, should such dialogue come, I would wish that fault be admitted from any and all quarters as appropriate and that a change of conduct and thinking might ensue. Under these conditions, I am sure that a solution and resolution would be soon following, the details of which I would not presume to predict.

Gordon Wilson.