

# Newsweek

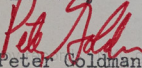
444 Madison Avenue • New York, N. Y. 10022

Peter Goldman  
Senior Editor  
(212) 350-2348

Dear Mr. Harmon:

Here is the transcript in the Malcolm X eviction case. A single page is missing from the back, but nothing substantive got lost. The underlinings and marginal marks are all mine. Once again, I would like it returned to me at the above address when you're finished with it; there's no urgency about the time, but it is important to me to keep my own files intact.

Sincerely



Peter Goldman

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS

MUHAMMAD'S TEMPLE OF ISLAM, INC.,

Petitioner

Index No. 4845  
1964

-against-

MALCOLM X LITTLE

Respondent

Trial Term  
Part VIII  
Queens, New York  
June 15, 1964

Before:

HON. MAURICE WAHL, Judge

Appearances:

JOSEPH B. WILLIAMS, ESQ.  
Attorney for Petitioner  
1261 Fulton Street  
Brooklyn, New York

SUTTON & SUTTON, ESQS.  
Attorneys for Respondent  
135 West 125th Street  
New York, New York.

BY: PERCY SUTTON, ESQ., Of Counsel

Morris Sayburn, CSR  
Official Court Reporter



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Direct

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Motions

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Landlord rests

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9

Respondent rests

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10

Both sides rest

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Landlord'sPage

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92

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4 (for identification)

86

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6 (for identification)

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7 (for identification)

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THE COURT: All right.

Suppose you open up briefly. Tell me what the case is about.

MR. WILLIAMS: If your Honor please, this is an ordinary holdover action which is brought by the religious corporation to gain possession of a parcel which it purchased in 1959 from a former minister who is now occupying it.

The minister severed his association with the organization around February or March of 1964 and since that time the religious organization has been seeking to gain possession of this home which is a parcel which was purchased with the funds of the religious corporation and all the expenses and so forth have been paid by the corporation and in effect is a parsonage.

THE COURT: All right.

What is the defense?

MR. SUTTON: The defense, your Honor, is that, number one, this was not in fact corporate property, and, number two, there has been no severance of relationship as alleged

1  
2 in the petition.

3 THE COURT: All right. Proceed.

4 MR. SUTTON: At this time, we ask that  
5 all persons who appear here as witnesses be  
6 excluded from the courtroom who will give tes-  
7 timony.

8 THE COURT: I would do that only  
9 if those witnesses have something to testify  
10 as to the facts of the case.

11 MR. WILLIAMS: I have no objection.

12 THE COURT: Take your witnesses out-  
13 side.

14 MR. WILLIAMS: I have talked with Mr.  
15 Sutton about a stipulation.

16 I have one witness who is not presently  
17 here who is on his way. I will take him out of  
18 order.

19 MR. SUTTON: No objection.

20 JOSEPH X. GRAVITT, residing at  
21 1585 Madison Avenue, New York, called as a witness  
22 by the Petitioner, being duly affirmed, testified  
23 as follows:

24 DIRECT EXAMINATION:

25 BY MR. WILLIAMS:



1

2 Q Mr. Gravitt, are you familiar with Muhammad's  
3 Temple of Islam, Inc.?

4

A Yes.

5

6 Q Is that a religious corporation organized in and  
7 within the State of New York?

8

A Yes.

9

10 Q And you are an official of that organization?

11

A I am, sir.

12

13 Q What position do you hold?

14

A Position of captain.

15

16 Q Now, sir, do you happen to know the respondent

17

18 here, Malcolm X Little?

19

A Yes, I do.

20

21 Q How long have you known him?

22

A Approximately, twelve, thirteen years.

23

24 Q In what capacity have you known him, sir?

25

A As his aide.

26

THE COURT: As what?

27

THE WITNESS: Aide and friend.

28

29 Q Did you know him as the minister of Muhammad's

30

31 Temple of Islam, Inc.?

32

A Yes.

33

34 Q Do you know for what period of time he was a

35

36 minister?



1  
2 A From 1954 until 1964.

3 Q Now, sir, prior to March of 1964, do you know  
4 whether or not the Temple had arrangements with Mr. Malcolm  
5 X Little as minister?

6 A Arrangements?

7 Q For salary?

8 A Oh, yes.

9 Q Do you happen to know what that was?

10 A Yes.

11 Q Were other thing included in this that he was  
12 to receive as emoluments other than money?

13 A Yes.

14 Q What were they?

15 A Place to live.

16 Q When he first came here in 1954, where did he  
17 live, sir?

18 MR. SUTTON: Excuse me, Mr. Williams,  
19 objection.

20 THE COURT: Yes, I will take it  
21 subject to connection.

22 Q In 1954 you say he came to New York?

23 A Yes.

24 Q Where did he first visit?

25 A On Humphrey Street in East Elmhurst, Long Island.

- 1
- 2 Q Do you know with whom he lived?
- 3 A With Brother Curtis X. Kenner.
- 4 Q Curtis Kenner?
- 5 A Yes.
- 6 Q This was not an apartment?
- 7 A This was a room.
- 8 Q Now, do you know what the rent was on that room?
- 9 A I don't know exactly what the rent was but I
- 10 know that he was paid.
- 11 Q Who paid the rent?
- 12 A The Temple.
- 13 Q Were there any other expenses paid for the
- 14 minister?
- 15 A Room, board; all these things were paid.
- 16 Q Now, did there come a time when the minister
- 17 moved from Mr. Kenner's house?
- 18 A Yes, sir.
- 19 Q Where did he move then?
- 20 A 99th Street in East Elmhurst.
- 21 Q What type of a building was that?
- 22 A It was a two-family apartment--two-family flat.
- 23 Q Do you know who paid the rent there, sir?
- 24 A Yes, sir.
- 25 Q Who paid that rent?

1

2 A Temple of Islam.

3 Q Who paid the light and gas?

4 A It was all included in the rent.

5 Q Now, sir, did there come a time sometime in

6 December when there was some discussion with respect to

7 Minister Malcolm X Little? Withdrawn. Did there come

8 a time in the Fall of 1954 when it was discussed that a

9 building would be purchased?

10 A Yes, sir.

11 Q Were you in on that discussion?

12 A Yes, sir.

13 Q As a result of those discussions, was a building

14 purchased?

15 A Yes, sir.

16 Q Who purchased the building?

17 A Muhammad's Temple of Islam.

18 Q What building did they purchase, sir?

19 A 23-11 97th Street.

20 Q Do you know how that building was purchased?

21 A Yes, sir.

22 Q How was it purchased?

23 A Well, it was first purchased by a trustee.

24 Q What trustee was that?

25 A Curtis Kenner.

1954?

1 Q Did he take title to the building?

2 A Yes.

3 Q Do you know where Curtis Kenner got the money  
4 from?

5 A Yes.

6 Q Where?

7 A The funds came from Muhammad's Temple of Islam.

8 Q These were corporate funds?

9 A Yes, sir.

10 Q Did he close title?

11 A Yes.

12 Q Did there come a time when Curtis Kenner did  
13 something else with this property?

14 A Yes.

15 Q What did he do with it?

16 A He turned it back into the name of Muhammad's  
17 Temple of Islam.

18 Q Do you know how much cash went into this trans-  
19 action?

20 A No, sir, I don't know exactly how much.

21 Q Was this house bought with a mortgage or  
22 without a mortgage, if you know?

23 THE COURT: Do you concede that,  
24 counsel?  
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MR. SUTTON: Be happy to.

THE COURT: Can you concede all of this?

MR. SUTTON: Yes. I don't understand why he's asking it.

THE COURT: Yes. Concede it and save time.

MR. SUTTON: Certainly, but as to where the funds came from, I will not concede.

THE COURT: Ask him.

MR. WILLIAMS: Mr. Sutton, will you concede that title went from Curtis Kenner to Muhammad's Temple of Islam by deed dated January 10, 1960?

THE COURT: You are members of the bar. Act like it. You are brothers in the same profession.

MR. SUTTON: You have shown me a deed, yes.

MR. WILLIAMS: At this time, I offer into evidence as Landlord's Exhibit 1, the deed.

MR. SUTTON: I object to it. The title policy is not relevant.



1 THE COURT: You will concede there  
2 is a title policy?  
3

4 MR. SUTTON: Yes.

5 THE COURT: You concede that for the  
6 record. What difference does it make?

7 MR. SUTTON: Yes, certainly.

8 THE COURT: Good. Two and two is  
9 four. Get down to the real issues. All

10 right.

11 Marked Landlord's Exhibits 1 and 2.

12 MR. SUTTON: I am stipulating to the  
13 title policy.

14 THE COURT: All right. Nobody is  
15 asking you to pay the insurance.

16 (Deed marked Landlord's Exhibits  
17 1 and 2.)

18 Q Did there come a time when this building--what  
19 was this building that was purchased that is represented  
20 by Landlord's Exhibit 1? The deed for that property?  
21 What was that property purchased for?

22 A ~~For the purpose of the ministry, Parsonage.~~

23 Q ~~Who occupied that building?~~

24 A ~~Anyone who was in the ministerial capacity.~~

25 THE COURT: What kind of a capacity?

THE WITNESS: Ministerial capacity.

THE COURT: Ordained by who?

THE WITNESS: By the Honorable Elijah  
Muhammad.

THE COURT: What faith?

THE WITNESS: Muhammad's Temple of  
Islam.

THE COURT: Who ordained this minister?

THE WITNESS: Mr. Muhammad.

THE COURT: Proceed.

Is that recognized by law?

MR. WILLIAMS: It's incorporated by  
the State of New York.

THE COURT: To ordain anybody as a  
minister without going to school? Theological  
school?

MR. WILLIAMS: I didn't go into the  
theological aspects of it.

THE COURT: I am asking because he  
has talked about a minister. A minister  
graduates from a theological school and is  
ordained by a church.

MR. WILLIAMS: I have not been into  
that phase of it.

THE COURT: I am remarking because  
of the terminology used here.

Proceed.

Q Did there come a time when Minister Malcolm X  
Little's services were terminated?

A Yes.

Q How were they terminated?

A He terminated it himself.

Q What did he do, sir?

A First, he put into the paper that he no longer  
was a member of Muhammad's Temple Number 7. He left the  
Nation of Islam.

MR. SUTTON: I object to this.

THE COURT: I didn't hear that.

Your words are not too clear.

MR. SUTTON: It's hearsay.

THE COURT: Strike it out.

Q After March of 1964 did he perform any duties  
in Temple #7?

A No.

Q In March 8th--from March 8th to the present  
time has he performed any duties for the religious or-  
ganization, sir?

A No, sir.

1

Gravitt - direct

14

2 Q As a matter of fact, he has established another  
3 group, is that correct?

4 A Yes, sir.

5 Q He is no longer affiliated with the group that  
6 owns the premises in question.

7 A No, sir.

8 Q And he is still occupying the property?

9 A Yes, sir.

10 Q Who pays the mortgage on that property now?

11 A Muhammad's Temple of Islam.

12 Q Who pays the utilities?

13 A Muhammad's Temple of Islam.

14 Q Did there come a time when Muhammad's Temple  
15 of Islam stopped paying the utilities of gas and light?

16 A Yes.

17 Q When was that?

18 A Around March, I think.

19 Q Is that when he ceased performing for the Temple?

20 A Yes.

21 Q Now, what taxes are paid on this property?

22 A Well, the usual taxes what--when you say "taxes"--

23 Q Is that property tax exempt?

24 A Yes.

25

MR. WILLIAMS: No further questions.



2 NYC.gov/records THE COURT: What kind of a building?

3 THE WITNESS: One family. It's a  
4 one-family dwelling.

5 THE COURT: What space does this man  
6 occupy, the tenant? ds NYC.gov/records NYC

7 THE WITNESS: All of it.

8 THE COURT: You mean the tenant occupies  
9 the entire building?

10 NYC gov records NY THE WITNESS: Yes, sir.

11 THE COURT: I thought this was the  
12 headquarters of the Temple of Islam?

13 THE WITNESS: Not the headquarters,  
14 the place where he lives in.

15 THE COURT: This is a private place?

16 THE WITNESS: Yes.

17 THE COURT: Where is the Temple?

18 THE WITNESS: 102 West 116th Street.

19 THE COURT: How far is that from the  
20 other place?

21 THE WITNESS: Well, it's in Long  
22 Island.

23 THE COURT: In other words, this is  
24 a one-family house. It's occupied now by the  
25 Temple itself?

25



1 THE WITNESS: Yes.

2 THE COURT: Nobody else?

3 THE WITNESS: No.

4 THE COURT: Just Malcolm?

5 THE WITNESS: Yes.

6 CROSS EXAMINATION

7 BY MR. SUTTON:

8 Q Mr. Joseph, you said you were captain and you  
9 spoke with the authority of a captain, an official with-  
10 in Muhammad's Temple of Islam Incorporated?

11 A That's right.

12 Q Tell me, sir, is there such a position in this  
13 incorporated body of the State of New York Muhammad's  
14 Temple of Islam Incorporated under the religious corporate  
15 law which provides for a captain?

16 MR. WILLIAMS: If your Honor, please,

17 I raise one objection.

18 May I approach the bench with Mr.

19 Sutton for a moment?

20 THE COURT: Yes.

21 MR. SUTTON: No objection.

22 (Discussion held at the bench off

23 the record.)

24 Q Under the religious--you were organized under  
25

1 the religious corporate laws of the State of New York?

2 A Yes.

3 Q Under your corporate structure is there authorized  
4 a captain as an official of the Muhammad's Temple of Islam?

5 A No, sir.

6 Q Didn't you testify that you were in an official  
7 capacity which qualified you to testify here? That you  
8 were a captain?

9 A That's right.

10 Q Yet, there is no such position in the Muhammad's  
11 Temple of Islam, is there?

12 A There is a position in--

13 Q Is that of captain?

14 A Yes, that's right.

15 Q Under what portion of the religious corporate  
16 laws is there a captain authorized in Muhammad's Temple  
17 of Islam?

18 A I don't know of any.

19 Q Yet you occupied this position?

20 A Yes, I occupy the position of captain.

21 Q The basis of your testimony here is from your  
22 authority of your position as captain in Muhammad's  
23 Temple of Islam, is that right?

24 A Yes.

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Q You say there was an agreement entered into sometime in the year 1954, was it, whereby the respondent here, the tenant Malcolm X Little was retained by Muhammad's Temple of Islam Incorporated?

A When you say "retained," how do you mean?

Q As a minister. Was he employed as a minister?

A That's right. He was appointed.

Q Were you present when--

A He was appointed.

Q (continuing) --he was appointed by Muhammad's Temple of Islam?

A No, but by Mr. Muhammad himself.

Q I don't understand. The petitioner here is Muhammad's Temple of Islam. Did Muhammad's Temple of Islam ever enter into an agreement as you say in your petition with Malcolm X Little to employ him?

A I don't understand your question.

Q Your petition reads in paragraph 2 that prior to March 1964 your petitioner--and the petitioner is Muhammad's Temple of Islam--entered into an agreement with Malcolm X Little. All I want to know is who on behalf of Muhammad's Temple of Islam entered into this agreement with Malcolm X Little?

A The only answer that I could give to that is

1 that he was appointed when he came in 1954.

2 Q What about this agreement of employment between  
3 the petitioner and--

4 A When he comes, that was the agreement of em-  
5 ployment. That was between him and Mr. Muhammad.

6 Q So you can't really testify as to any agreement?

7 A I didn't say I could. Not as far as he was  
8 concerned. I told you that Mr. Muhammad was the one.

9 Q On direct examination didn't you say that there  
10 was an agreement? You were able to describe what the  
11 agreement is. You said he had a house; he got paid a  
12 salary and so forth.

13 A Well, he did.

14 THE COURT: How do you know all of  
15 this?

16 THE WITNESS: Because he received it.

17 THE COURT: How do you know? Who  
18 told you? Were you there at the time?

19 Counsel is asking you and properly so,  
20 how do you know all of these facts? Did  
21 somebody tell you about it?

22 THE WITNESS: No, I know. I was  
23 there with him.

24 THE COURT: He's asking you.



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Q You were there when he was employed?

A I was there when he had received whatever it was, supposed to be given to him; contributed to him.

Q No, sir. I'm talking about the agreement of employment which you allege in your petition. In the second paragraph you say there was an agreement of employment running between Muhammad's Temple of Islam.

All I'm asking is who on behalf of Muhammad's Temple of Islam employed Malcolm X Little, as you said?

A I don't know. I don't understand the question. That's the reason I can't answer. All I know is that he was appointed by Mr. Muhammad as the minister.

THE COURT: How do you know that?

Who told you that?

THE WITNESS: He told me himself.

THE COURT: Who?

THE WITNESS: Mr. X who received the letter.

THE COURT: Who is X?

THE WITNESS: Mr. Little.

THE COURT: He told you that when?

THE WITNESS: In 1954.

THE COURT: Were you there at the

time the so-called agreement was entered into



1 between the tenant Little and Muhammad's  
2 Temple of Islam? Were you there at the time?  
3

4 THE WITNESS: No, I was not there.

5 THE COURT: Who was in charge of  
6 that place?

7 THE WITNESS: When you say "who is  
8 in charge" now?

9 THE COURT: No, at that time in 1954.

10 THE WITNESS: His name was Mr. Soltan.

11 THE COURT: I can't accept these  
12 statements.

13 MR. SUTTON: I ask the testimony be  
14 stricken.

15 THE COURT: I will give you a chance  
16 to connect them properly.

17 MR. WILLIAMS: Thank you.

18 THE COURT: Proceed.

19 Are you finished?

20 MR. SUTTON: I ask his testimony  
21 with regard to an agreement be stricken.

22 THE COURT: I will take it subject  
23 to connection.

24 MR. SUTTON: Then, may I finish?

25 THE COURT: Yes. Proceed.

1 MR. SUTTON: Thank you.

2 THE COURT: Your point is well taken

3 but I have to give him the opportunity to  
4 present it.

5 MR. SUTTON: Certainly.

6 Q Now, sir, you did say that you also had been  
7 a friend to Mr. Little--Minister Malcolm X Little?

8 A That's right. We were brothers.

9 Q And that you had observed certain things  
10 through the years, is that right?

11 A I don't know what you mean.

12 Q Such as receipts of money by him in his employ-  
13 ment as you have described it of the Temple. Is it  
14 employer-employee relationship?

15 A Yes.

16 Q Sir, isn't it actually true that Minister  
17 Malcolm X Little organized and incorporated Muhammad's  
18 Temple of Islam?

19 A When you say "organized," how do you mean?

20 Q Yes?

21 A No.

22 Q It isn't true? Didn't he incorporate it him-  
23 self, sir?

24 A When you say "incorporate," do you mean did  
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he go down and do the--

Q Yes.

A With help.

Q Minister Malcolm X Little was the incorporater--  
was one of the incorporaters of this body?

A That's right.

Q Along with Mr. Kenner and Mr. Callaway?

A That's right.

Q When after this incorporation of this body was  
there entered this agreement between the corporate body  
Muhammad's Temple of Islam and Malcolm X Little to  
employ Malcolm X Little as a minister at a salary and  
to give him a home and to let him use that home only  
as long as he was minister? When was that agreement made?

A He was already doing that in the front. He  
was employed.

Q There was never an employment agreement made  
between Muhammad's Temple of Islam and Malcolm X Little  
as to his--

A As far as--

Q (continuing) -- performance as a minister,  
his use of funds for the purpose of housing, et cetera?

A Yes, as far as I know that agreement was made  
with him and Mr. Muhammad.

ERASE

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Q So the agreement was not made between Muhammad's Temple of Islam as suggested in your petition but by someone outside of the corporation, is that correct?

A Well, the religious leader, as far as I know. I don't know.

Q Now, the religious leader is the Honorable Elijah Muhammad?

A That's right.

Q He was not the religious leader of Muhammad's Temple of Islam? He was not a trustee?

A I don't know. All I know he was the religious leader of Muhammad's Temple of Islam, Incorporated.

MR. SUTTON: We are concerned with the corporate structure. That is the issue

in here, the corporate structure. Was he an officer of the corporate structure so he could speak on behalf of the corporate body.

THE WITNESS: As religious leader he was. He could speak.

Q Sir, was he a member of the corporate body, Captain Joseph? Was he a member of Muhammad's Temple of Islam or did he occupy any office in Muhammad's Temple of Islam?

A Yes. He was the head of the movement of the Nation



1 of Islam. He was the one that--that was the leader,  
2 Mr. Muhammad.  
3

4 Q Was that before the corporation body was  
5 organized or after?

6 A All the time; always has been as far as I know.

7 Q So far as you know as between Muhammad's Temple  
8 of Islam from the time that it was organized until the  
9 present, there has been no agreement by any person of  
10 Muhammad's Temple of Islam apparently in authority with  
11 Malcolm X Little to employ Malcolm X Little?

12 MR. WILLIAMS: I object to the  
13 form of the question.

14 THE COURT: This is cross examination.  
15 This is proper.

16 Q Is that right?

17 A As far as I know.

18 MR. SUTTON: All right. Nothing  
19 further.

20 REDIRECT EXAMINATION

21 BY MR. WILLIAMS:

22 Q Now, sir, isn't it a fact that the Temple  
23 existed before it was incorporated as a religious body  
24 in the State of New York?

25 A Yes.

1

MR. SUTTON: I object.

2

3

THE COURT: Why?

4

MR. SUTTON: That it existed, the

5

Temple that we are talking about, Muhammad's

6

Temple of Islam, Incorporated.

7

THE COURT: You are talking about

8

the corporate structure. He's talking about

9

the religious structure.

10

MR. SUTTON: I would have no objection

11

if he rephrased it.

12

MR. WILLIAMS: I'm referring to the

13

religious corporation.

14

Q Now, the religious society operated for some

15

time before it was incorporated, is that not correct?

16

A Yes, sir.

17

Q And that arrangements had been made with the

18

body and the minister before it was incorporated?

19

A Yes.

20

Q Was this continued after the religious society

21

was incorporated in the state under the laws of the

22

State of New York?

23

A Yes, sir.

24

Q Now, is it not a fact that the body agreed

25

to give Minister Malcolm a certain amount of money plus

1  
2 living expenses?

3 A Yes.

4 MR. SUTTON: Objection. I didn't  
5 mind when he led on direct to get to the  
6 point but not on redirect. I have to object.

7 THE COURT: Don't take him by the  
8 hand.

9 MR. WILLIAMS: I'm not doing that.

10 THE COURT: You musn't lead.  
11 Continue.

12 Q Will you tell the court the agreement as to  
13 what he was receiving when he first came here which was  
14 adopted by the religious corporation?

15 MR. SUTTON: Objection. "Which was  
16 adopted."

17 THE COURT: Does he know of his own  
18 knowledge.

19 MR. WILLIAMS: I think he does.

20 THE COURT: All right. I will take  
21 it.

22 A When he first came here, I didn't know what he was  
23 because he was sent here by Mr. Muhammad to New York but  
24 after 1955, well he got it through donations. Then, in  
25 1956 or 1957, around in there, then he was given a salary.

1

2 Q What salary?

3 A A set salary, \$150 a week and all expenses.

4 Q Now, this was done through the trustees of  
5 Muhammad's Temple of Islam, is that correct?

6 A As far as I know, yes.

7 Q This was prior to 1964, is that correct?

8 A Yes.

9 Q Did you know as a matter of fact whether he  
10 received this salary?

11 A Yes, sir, he received it.

12 Q Do you know who paid him that salary?

13 A Well, the secretary usually does that.

14 Q Do you know who paid him that salary?

15 A The religious group. They donated to it.

16 Q Now, the money for living expenses, was that  
17 also paid by the religious corporation?

18 A Yes.

19 Q Was that paid through check or cash?

20 A Cash.

21 Q Were the mortgage payments on this house paid  
22 by check or cash?

23 A I think check--cash--I don't know exactly.

24 It was paid but--I know it was paid. I saw the receipts.

25 Q Now, in December 1963, do you know what salary



1

2 Minister Malcolm was receiving?

2

3 A \$150.

3

4 Q Were there any other emoluments he was receiving?

4

5 A I don't understand.

5

6 Q Did he get anything else? Was he getting  
7 living expenses?

6

8 A Yes. Telephone, gas, electricity, heat; all  
9 those things.

7

10 Q Was this part of the salary that he was to  
11 receive?

10

12 A He was receiving a salary plus those expenses.

12

13 Q You say this premise was purchased for the  
14 purpose of use for the minister for that particular temple?

13

15 A Yes.

15

16 Q And the only person who was to live in that  
17 building is the person who was to use that temple?

16

18 A Yes.

18

19 MR. WILLIAMS: That's all.

19

20 RECROSS EXAMINATION

20

21 BY MR. SUTTON:

21

22 Q Captain Joseph, when Mr. Williams first asked  
23 you if you knew about any agreement--when I asked you  
24 about any agreement between Muhammad's Temple of Islam and  
25 Minister Malcolm as to the terms of his employment you

22

23

24

25

1  
2 said no. Is it still true you don't really know any  
3 of the terms of employment?

4 A In this respect because the terms was made be-  
5 tween he and Mr. Muhammad by him being a minister then  
6 he had direct contact with Mr. Muhammad, therefore, he  
7 and Mr. Muhammad made the agreement.

8 Q You had no personal knowledge of an agreement  
9 existing between Muhammad's Temple of Islam, Incorporated  
10 and Malcolm X Little?

11 A Now I do because I know after a period of time,  
12 yes.

13 Q What did you know? Did you know he received  
14 a salary?

15 A Yes.

16 Q Did you also know that during the term of his  
17 ministry with Muhammad's Temple of Islam that Minister  
18 Malcolm gave back to the Mosque every penny received  
19 from public appearances? Did you know that?

20 A I don't have any knowledge of that.

21 Q What was your official position within Muhammad's  
22 Temple of Islam?

23 A Captain.

24 Q Were you a trustee?

25 A When you say "a trustee"--

ERASE

1 Gravitt - recross

31

2 Q This is a religious corporation. Since there  
3 is no provision in the religious corporation under which  
4 you are organized for captain, I want to know if you were  
5 also an official of the organization?

6 A I was a captain.

7 Q Were you a trustee?

8 A A captain.

9 Q On redirect examination you were asked a question  
10 whether or not in 1956 there was an agreement between  
11 Muhammad's Temple of Islam and Malcolm X Little. Your  
12 answer was yes.

13 A Yes.

14 Q Where did that agreement take place?

15 A Between myself and the secretary who was  
16 present at that time.

17 THE COURT: We will take a short  
18 recess.

19 (Whereupon, a recess was taken.)

20 THE COURT: All right. Let's continue.

21 (The witness resumed the stand.)

22 RECROSS EXAMINATION (continued)

23 BY MR. SUTTON:

24 Q In what month did that agreement take place in  
25 1956?

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A I don't recall the month.

Q Were you an officer then of Muhammad's Temple of Islam? Were you a trustee or an officer authorized to reach an agreement of employment?

MR. WILLIAMS: May I ask one question?

Clarify what you are talking about, the religious society or the legal entity. If it is, put in Inc.

MR. SUTTON: I didn't know. There has been no testimony that there was a separate organization known as Muhammad's Temple of Islam without the Inc.

Is there such an organization?

MR. WILLIAMS: I think that there would have to be a religious society before there could be an Article 10 religious corporation because without an incorporated society-- religious society, then you could not incorporate under the law.

THE COURT: Yes, but nobody could represent the corporation Muhammad's Temple of Islam, Inc. They're the ones who are listed here as being the petitioning party here. Nobody else has the power to act for



1                                   Gravitt - recross                                   33  
2                   them unless somebody on behalf of this  
3                   petitioner says, "I authorize him to sue  
4                   for us."

5                   MR. WILLIAMS:       When I started out  
6                   I said I had one witness who was a trustee  
7                   who was not here.

8                   THE COURT:       I understand.    You will  
9                   have a chance to prove it.

10                  Then his objection is well taken under  
11                  the circumstances.   Mr. Sutton is raising a  
12                  certain point which is well taken.   You have  
13                  other witnesses that may supply the information.

14                  Q   Did you represent the corporation in any dis-  
15                  cussion with Minister Malcolm with regard to his employ-  
16                  ment, the petitioner corporation?

17                  A   Not as corporation but as a member, as the  
18                  captain of the religious body.

19                  THE COURT:       As what?

20                  THE WITNESS:    As a captain.   That's  
21                  one of the names they use.

22                  THE COURT:       What other names?

23                  THE WITNESS:    Minister, secretary,  
24                  captain.

25                  THE COURT:       What are the duties of

1  
2 a captain? What does he do?

3 THE WITNESS: To teach the men, to  
4 keep them clean; you know, teach them higher  
5 morals, et cetera.

6 THE COURT: Does he have any  
7 religious duties at all?

8 THE WITNESS: Pray, et cetera.

9 THE COURT: Pray?

10 THE WITNESS: All different things.  
11 There's a lot of things you do.

12 THE COURT: I don't know, because  
13 it's an unusual term to use in a religious  
14 organization.

15 Proceed.

16 Q Did you have--did the Muhammad's Temple of  
17 Islam, Incorporated in 1956, when you say that you  
18 were a party to an agreement of employment as between  
19 Muhammad's Temple of Islam, Incorporated and Minister  
20 Malcolm X, did you have at that time a set of bylaws  
21 which governed your--

22 MR. WILLIAMS: I object to the  
23 question because I don't think there has  
24 been any testimony where he said he was a  
25 part of the agreement or he was a party to

1 the agreement.

2 THE COURT: He said he was there.

3 MR. WILLIAMS: Yes, sir.

4 THE COURT: I will take it.

5  
6 Q If you were there, who represented the corpora-  
7 tion?

8 A He did. He was the minister. The minister  
9 of the temple is the one who is in charge.

10 Q Yes, sir, but you said there was an agreement  
11 of employment between the corporation--

12 A I said it was an agreement of employment be-  
13 tween he and Mr. Muhammad.

14 Q So far as you know, sir. Let's go back as  
15 far as you know, of your own personal knowledge. With-  
16 drawn. During the entire life of Muhammad's Temple of  
17 Islam, Incorporated, you have no personal knowledge of  
18 any agreement of employment between Muhammad's Temple of  
19 Islam, Incorporated and Minister Malcolm X, do you?

20 A I have an agreement as far as what he told to  
21 us that the agreement was, he and Mr. Muhammad and then  
22 he in turn brought it to the and they  
23 agreed to what he said and Mr. Muhammad said--

24 THE COURT: Repeat your question.

25 Q Do you have any personal knowledge, sir, of

1

2 an agreement of employment made between Muhammad's Temple  
3 of Islam, Incorporated and Minister Malcolm X? Were  
4 you present and heard an agreement reached as between  
5 the Temple--an officer of the Temple, a person authorized  
6 to represent the Temple and Minister Malcolm X?

7 A He was the one. He was the one who received  
8 the information.

9 MR. SUTTON: I object. That is  
10 not responsive.

11 MR. WILLIAMS: You ought to explain  
12 it. He said yes.

13 THE WITNESS: Yes.

14 THE COURT: Proceed.

15 A He is the minister of the temple. Whatever  
16 communication he received from Mr. Muhammad, he was the  
17 one that comes back and makes known to the body  
18 what they said and we act on it. That's what we did.  
19 The body then acted on it.

20 Q As far as you know, you never heard any  
21 agreement reached between Muhammad's Temple of Islam,  
22 the incorporated body that's the petitioner here and  
23 Minister Malcolm X with regard to the terms of his employ-  
24 ment, is that correct?

25 MR. WILLIAMS: I object. He testified



1 that the agreement was between the body after  
2 he came back.

3  
4 Now Mr. Sutton, I ask you again to talk  
5 with respect to--are you speaking of the  
6 trustees or the body in plenary session?

7 THE COURT: He may answer his own  
8 way.

9 What is your answer?

10 A He brings--he comes back and said what Mr.  
11 Muhammad said what he was to receive. He told the body  
12 and they acted on it. They said o. k. That's what  
13 they did.

14 THE COURT: When was that? Before  
15 the incorporation of it?

16 THE WITNESS: It was being done before  
17 the incorporation and after the corporation  
18 they agreed again, and, you know, the body  
19 agreed to do what he said, Mr. Muhammad.

20 Q What body?

21 A The body.

22 Q What body?

23 A The body of the members.

24 Q When did that meeting take place between the  
25 body of members?

1  
2 A I don't recall the exact date but it was in  
3 1956, I believe.

4 Q Was it before December 1956?

5 A I don't recall if it was before.

6 Q Where did the meeting take place?

7 A At our Temple.

8 Q Who represented the Temple in the dealings with  
9 Minister Malcolm X?

10 A He was one of the representatives and there  
11 was others, too. He was himself because he was the  
12 minister.

13 Q He reached the agreement with himself, Captain?

14 A No, he was the--in other words, when by him  
15 being the minister, he communicates with Mr. Muhammad,  
16 so Mr. Muhammad instructs him on what to do. Then, he  
17 comes back and let's us know what Mr. Muhammad said and  
18 then he brings it. Then he tells us and he brings it  
19 to the body and we act on it.

20 Q When did the body act?

21 A When he brought it to them.

22 Q When was that?

23 A In 1956. Sometime in 1956. I don't recall  
24 the month.

25 Q Was it January?

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A I don't recall.

Q Tell me, was there a meeting called?

A Yes, it was a meeting there.

Q How was notice given of the meeting?

A Through the members. They would notify--you know, to come out to a special meeting. They have meetings. They have meetings all the time.

Q Under the corporation charter, under your bylaws, what is the manner of giving notice of a corporate meeting for the purpose of employing a minister?

MR. WILLIAMS: I object. That man said he is not an officer of the corporation.

THE COURT: I will accept it. If he doesn't know, he will say so.

Q Do you know?

A No, I don't.

MR. SUTTON: Nothing further of this witness.

REDIRECT EXAMINATION

BY MR. WILLIAMS:

Q Now, Captain, just one further question.

Do you know who the three trustees were of Muhammad's Temple of Islam?

Mr. SUTTON: Objection. This is

not in the nature of rehabilitating a witness.

MR. WILLIAMS: I just asked a question.

THE COURT: I will give him leeway.

MR. SUTTON: I used the phrase "rehabilitating a witness." That was in effect what he tried to do.

THE COURT: You are not prejudiced by it. There is no jury here.

Q Do you know who the three original trustees were of Muhammad's Temple of Islam, Inc.?

A Yes.

Q Who were they?

A Malcolm, Curtis and Ronald Callaway.

Q Were they trustees for the religious corporation that was organized under the laws of the State of New York from the time of its incorporation until March 1954?

A Yes.

MR. SUTTON: Objection. There is no end as to how long we will stay here on the same witness.

MR. WILLIAMS: I'm finished.

THE COURT: All right. Step down.

Next witness.



1

2 MR. SUTTON: May I reserve my motion  
3 to strike his testimony as not being relevant  
4 until later?

4

5 THE COURT: Yes.

5

6 CURTIS H. KENNER, residing  
7 at 2535 Humphrey Street, East Elmhurst, Long Island,  
8 New York, called as a witness by the petitioner,  
9 being duly affirmed, testified as follows:

10 DIRECT EXAMINATION

11 BY MR. WILLIAMS:

12 Q Do you know the respondent here, Malcolm X

13 Little?

14 A Yes, I do.

15 Q In what capacity have you known him?

16 A As a minister of the Temple of Islam.

17 Q Were you one of the original trustees along  
18 with him when Muhammad's Temple of Islam was originally  
19 incorporated?

20 A Yes.

21 Q Now, Mr. Kenner, do you recall in December--  
22 December 1959 when there was some discussion in the  
23 Temple with respect to buying a parsonage?

24 A Yes.

25 Q As a result of that discussion, did you do

1 anything?

2 A Yes, sir.

3 Q What did you do?

4 A Well, at that time of the purchase of the  
5 parsonage, I personally billed it myself. I personally  
6 billed them.

7 Q Do you know the address of those premises?

8 A Not offhand, no.

9 Q Where did you get the money for this purchase?

10 A It was given to me by the Temple of Islam.

11 Q None of this was your own money?

12 A No, it wasn't.

13 Q Now, that was at the time of the contract?

14 A Right.

15 Q When you went to the closing, did you have other  
16 monies--did you take title?

17 A Yes, I took title.

18 Q And you paid some money when you went to take  
19 title?

20 A That's right.

21 Q Whose monies were these monies?

22 A All the Temple's money.

23 Q All the money that was spent to purchase these  
24 premises was the Temple's money, is that correct?  
25

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2

A That's right.

3

Q Was there a mortgage on this building?

4

A Yes, there was.

5

Q Did you sign the mortgage also?

6

A Yes.

7

Q Was that mortgage subsequently paid off?

8

A Yes.

9

Q Where did the money come from, if you know?

10

A From the Temple, from my knowledge.

11

Q What did you do with the property after you got

12 it?

13

A After I purchased the property, then I in turn

14

turned it back over to the Temple. I threw it back to

15

the Temple in my name to the Temple.

16

Q Was that by deed dated 15 January 1960?

17

A Yes, around there.

18

Q I show you this document which is Landlord's

19

Exhibit 1 in evidence and ask you if you can recognize

20

it. Is that your signature there, sir?

21

A Yes, sir, it is.

22

Q Is that a document which you turned the premises

23

over to Muhammad's Temple of Islam?

24

A Yes.

25

Q You didn't make any other transfers to any other

1 person once you received title to the property?

3 A No, I did not.

4 Q Now, sir, as a trustee of Muhammad's Temple of  
5 Islam, Inc., do you know what Minister Malcolm's salary  
6 was?

7 A No, I don't know his salary exactly, no.

8 Q Did the trustees meet at any time to fix his  
9 salary or was it fixed by the body?

10 A It was agreed by the body as to how much salary  
11 he's getting after. He was also given a salary by Honorable  
12 Elijah Muhammad.

13 Q Now, when he first came into New York, did he  
14 stay in your house?

15 A He lived at my home, yes.

16 Q Who paid you the rent?

17 A The Temple of Islam paid me the rent.

18 Q Did there come a time when the trustees found  
19 it unsuitable for him to live in a room in your house?

20 A Yes.

21 Q What did they do after that?

22 A They rented an apartment for him at another  
23 brother's home.

24 Q Now, do you know who paid the rent and the  
25 utilities there?



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A As far as I know, the Temple paid the rent there.

MR. WILLIAMS: No further questions.

CROSS EXAMINATION

BY MR. SUTTON:

Q You say that you are a trustee of the Muhammad's

Temple of Islam, Incorporated, sir?

A Yes.

Q When was the last time that Muhammad's Temple

of Islam, Incorporated had a meeting of the trustees?

A Well, sometime--a month or so ago but I don't

know the exact date.

Q Before the March date when you began this action,

when was the last time before that that you had a meeting

with the board of trustees?

A I don't recall exact dates.

Q When was the last time there was a corporate

meeting of the petitioner Muhammad's Temple of Islam,

Incorporated?

A They usually hold the meeting about once a  
year but exact dates, I don't recall.

Q Have you continued to be elected every year?

A Yes.

Q How did you get notice of these meetings?

A Well, we have meetings at our temple regularly.

1 We communicate. We notify one another by word of mouth.

2 Q As a trustee you have knowledge of the bylaws  
3 and rules and regulations of the law, wouldn't you?

4 A Yes, sir.

5 Q Would you tell the court what provisions you  
6 had in your bylaws for the removal of a minister?

7 A Well, now, this I can't say exactly, but it  
8 was well understood by the body.

9 Q No, just tell me what there is, what rules and  
10 regulations, not what was understood by the body. Tell  
11 me what rules, regulations and bylaws existed for the  
12 removal of a minister?  
13

14 MR. WILLIAMS: I am going to object.  
15 If there is such a rule, produce it, Mr. Sutton  
16 and let's go, if there is a bylaw.

17 MR. SUTTON: He's here.

18 THE COURT: It's proper cross examination.  
19 If he wants to be bonded by his answer, he may.

20 A I don't know of any set of rules that were set  
21 up particularly to remove a minister but I do know--

22 Q You don't have any?

23 A No.

24 Q That's all, sir. Did you know of any rules for  
25 the--by which you employed under the corporate charter or

1 rules or bylaws of Muhammad's Temple of Islam, Incorporated--  
2  
3 what procedure is there for the employment of a minister?

4 A I believe you had better ask me the question  
5 again.

6 Q All right. Do there exist any written rules,  
7 regulations, bylaws for the operation of Muhammad's Temple  
8 of Islam, Incorporated?

9 A Not that I recall.

10 Q You know of no rules or regulations, is that  
11 correct?

12 A In writing, no.

13 MR. SUTTON: All right. Thank you.  
14 Nothing further.

15 THE COURT: A short recess, counselor.  
16 Are you finished with the witness?

17 MR. WILLIAMS: No, sir, I am not.

18 THE COURT: All right, then proceed.

19 REDIRECT EXAMINATION

20 BY MR. WILLIAMS:

21 Q You say you had a trustee meeting around March  
22 of 1964?

23 MR. SUTTON: No, he didn't. Objection.

24 MR. WILLIAMS: Oh, yes, he did.

25 MR. SUTTON: He didn't say that.

1  
2 Q When did you say you had a trustee meeting?

3 A I said within a couple of months.

4 Q What business did you take up at that meeting?

5 MR. SUTTON: Find out what it was. He  
6 said a couple of months ago.

7 THE COURT: Yes, fix the time.

8 Q Would it be around March?

9 A Yes, around there.

10 Q What was the purpose of that meeting?

11 A Well, at that particular meeting we discussed  
12 the minister's home and what-not and who the home belonged  
13 to, stuff of that sort.

14 Q As a result of that meeting, was there any  
15 action taken?

16 A Yes, there was.

17 MR. WILLIAMS: No further questions.

18 RECROSS EXAMINATION

19 BY MR. SUTTON:

20 Q Tell me about this meeting. You said there  
21 was a meeting.

22 A Yes.

23 Q Board of trustees?

24 A Yes.

25 Q Tell me who was on the board of trustees at



E Z E R A S E

1  
2 at this meeting.

3 A Well, it was about three of us. There was  
4 myself and Callaway and Henry--Minister Henry.

5 Q When was he elected to the board of trustees?

6 A It's not recorded. I don't know the exact date.

7 Q When was the last election of the board of  
8 trustees?

9 A Dates, I don't recall.

10 Q Give me any year there was an election, sir.  
11 Just one election.

12 A I would say sometime in the last two or three  
13 years, sometime in there. I don't know the exact date.

14 Q So there hasn't been an election of trustees  
15 in three years?

16 A Well, not any that I know of that was elected.

17 Q Then, as a matter of fact, you don't have any  
18 board of trustees meeting that was ever held, do you, sir?

19 A I don't remember any dates.

20 Q No, I'm saying the year.

21 A Yes, I do.

22 Q What was the last year?

23 A 1954 there was one and this year.

24 Q 1954?

25 A Yes, we had a meeting. We do have meetings

1  
2 approximately once a year but they weren't elected for  
3 office or anything of that type.

4 Q As a matter of fact, not since you have been  
5 organized has there been an election of the new trustees,  
6 isn't that correct?

7 A I believe sometime around--it was some other  
8 brother elected to the body. I think, Brother Henry.

9 Q When was that?

10 A The exact date, I don't recall.

11 Q The last five years?

12 A Less than that, I believe.

13 Q Do you have any records of anything with you  
14 as a trustee that could give us some inkling?

15 A I could look at the records. My attorney has  
16 the records.

17 MR. SUTTON: Would you give me the  
18 records?

19 MR. WILLIAMS: I don't have that.

20 MR. SUTTON: Do you have any records  
21 of the meeting of the board of trustees?

22 MR. WILLIAMS: Wait a minute. I  
23 have. All I have is a copy of a letter from  
24 the board of trustees, March of 1964.

25 MR. SUTTON: I want to find out the

1  
2 last meeting of the board of trustees where  
3 they were elected. I'm concerned with the  
4 validity of the acts of trustees so I'm  
5 questioning a trustee to find out and he said  
6 you have the records.

7 MR. WILLIAMS: I state for the court  
8 I don't have any records of any meetings of  
9 the board of trustees.

10 I have in my possession a letter sent  
11 out by the trustees dated March 26, 1964.

12 MR. SUTTON: That's the validity of  
13 that question. That's the reason I asked  
14 for it.

15 MR. WILLIAMS: If your Honor, please,  
16 may I be heard with respect to this?

17 If it is the contention here that the  
18 trustees have acted in a manner in which they  
19 have acted, then I think Mr. Sutton that this  
20 is a matter for another forum and the entire  
21 situation you say is illegal because they  
22 certainly acted and had sufficient authority  
23 to act and pay the salary and the rest.

24 MR. SUTTON: That's not what I am  
25 saying at all.

Owens - direct  
Kenner - recross

52

THE COURT: Anything further?

MR. SUTTON: No, nothing further of

this witness.

THE COURT: Are you finished?

MR. WILLIAMS: Yes.

THE COURT: Short recess.

(Whereupon, a short recess was had.)

THE COURT: All right. Proceed.

M A E O OWENS, residing at 23-54

95th Street, East Elmhurst, New York, called as  
a witness by the plaintiff, being duly affirmed,  
testified as follows:

DIRECT EXAMINATION:

BY MR. WILLIAMS:

Q Mr. Owens, are you an officer of the religious  
society Muhammad's Temple of Islam?

A Yes.

Q What office do you hold?

A Secretary.

Q Were you appointed to that position or were  
you elected to that position?

A I was appointed to it.

Q Now, I direct your attention to sometime in  
March--strike that. Is it your duty to receive communications



1  
2 for the religious society and for the religious corpora-  
3 tion and distribute it to the various officers?

4 A Yes, that is correct.

5 Q Now, how long have you been in this capacity?

6 A Since February 1960.

7 Q In that capacity, have you had occasion to  
8 have contact with Minister Malcolm X Little, the respondent  
9 herein?

10 A Yes.

11 Q What type of relationship did you have? What  
12 type of contact did you have with him?

13 A The contact of the secretary-treasurer of the  
14 corporation.

15 Q Did you have anything to do with the disbursements  
16 of the funds?

17 A Yes.

18 Q Did you ever disburse funds to Minister Malcolm?

19 A Yes.

20 MR. SUTTON: May I interrupt this  
21 question now on corporate funds or religious  
22 society funds.

23 MR. WILLIAMS: Mr. Sutton, the--

24 MR. SUTTON: May I object to the  
25 question then as being indefinite.

2 THE COURT: Clarify the question.

3 Q On the funds that the religious society had, are  
4 they disbursed by the religious corporation, sir?

5 A Yes.

6 Q Now, will you explain now this interrelation-  
7 ship of this religious society and the religious corpor-  
8 ation?

9 A I don't understand how you mean.

10 Q Are the people in the religious society the  
11 same people in the religious corporation?

12 A By all means.

13 Q One body and two corporations, is that correct?  
14 One body of men and two corporations?

15 A Yes, the religious and the corporate.

16 Q These funds are distributed through a common  
17 fund, is that correct?

18 A Yes.

19 Q Is that through a checking account?

20 A Through cash mostly.

21 Q Is there a checking account?

22 A Now there is, yes.

23 Q In what name is this checking account?

24 A Muhammad's Temple of Islam, Incorporated.

25 Q Now, when you say that you paid Minister Malcolm

1  
2 this salary--

3 MR. SUTTON: Objection. He hasn't  
4 said that he paid Minister Malcolm's salary.

5 THE COURT: Yes.

6 MR. WILLIAMS: All right. Question  
7 withdrawn, Mr. Sutton.

8 Q Did you testify that you paid funds to Minister  
9 Malcolm?

10 A Yes, I did.

11 Q For what purpose did you pay him?

12 A For the position that he occupied as minister  
13 of the temple.

14 Q How much did you pay him?

15 A Paid \$150 a week.

16 Q How often did you pay him?

17 A Every week.

18 Q For how long a period of time?

19 A Ever since I came into the position in February  
20 1960 I did this.

21 Q Did you pay him by check or by cash?

22 A By cash.

23 Q Was that at his request?

24 A Yes, it was.

25 Q Do you know where the Temple's parsonage is?

1  
2 A Yes.

3 Q What address is that?

4 A 23-11 97th Street.

5 Q Did you make any payment on the account with  
6 respect to any of those premises?

7 A Yes.

8 Q What payment did you make?

9 A We paid the mortgage every month. We have  
10 been doing it since that time, 1960. We paid all the  
11 utilities, gas, electricity, even certain furnishings  
12 and things.

13 Q Who paid the mortgage last month?

14 A We did, the Temple Incorporation.

15 Q Did you pay that by check?

16 A Yes.

17 Q Where were these funds taken from?

18 A From the Temple treasury.

19 Q Now, sir, did you ever pay Minister Malcolm  
20 in that three-year period any more than \$150 in cash?

21 A As a salary?

22 Q Yes.

23 A No.

24 Q Now, sometime during March--February or March  
25 of 1964 did you receive some communication directed to



1  
2 Minister James X?

3 A Yes.

4 Q What did you do with that communication?

5 A This was a communication that came from the  
6 national headquarters.

7 Q What did you do with it?

8 MR. SUTTON: Objection. Not re-  
9 sponsive to the question.

10 THE COURT: Yes.

11 Q What did you do with it, sir?

12 A I turned it over to the trustees.

13 Q After you turned that over to the trustees,  
14 did anything happen?

15 A They met and they passed a resolution.

16 Q Was anyone instructed to do anything after  
17 this meeting?

18 A Yes, they drew up a resolution instructing  
19 me to institute eviction proceedings against the former  
20 Minister.

21 Q Do you have a copy of that letter with you, sir?

22 A Yes, I do.

23 MR. WILLIAMS: Will you mark this  
24 Landlord's Exhibit 3 for identification, please?

25 THE COURT: Mark it.

(Copy of letter marked Landlord's  
Exhibit 3 for identification.)

Q I show you Landlord's Exhibit 3 for identification and ask you if that is the letter that you received (handing)?

A Yes, it is.

Q After you received that letter you then proceeded to institute these proceedings, is that correct?

A Yes.

MR. WILLIAMS: I now offer this in evidence as Landlord's Exhibit 3 in evidence.

MR. SUTTON: Objection. Self-serving. I would be happy to question on the voir dire.

MR. WILLIAMS: I will hold it subject to connection. I will let it stay for identification.

THE COURT: He wants to question on the voir dire.

MR. WILLIAMS: Go ahead.

EXAMINATION BY MR. SUTTON:

Q You said there was a board of trustees meeting held in February or March, is that right?

A Yes.

1 Owens - direct 59  
2 Q Where was that board of trustees meeting held?

3 A I was not there personally but I heard it was  
4 at the Temple.

5 Q You don't know whether it was held or not, do  
6 you?

7 A I received a resolution signed--

8 Q Yes, sir. The question is: Do you know of  
9 your own personal knowledge that a board of trustees

10 meeting was held?

11 A I know the result of the meeting was--

12 MR. SUTTON: Will you direct him to  
13 answer it?

14 THE COURT: Yes, answer the question.

15 Q You were not present at any board of trustees  
16 meeting?

17 A No.

18 Q You don't know whether or not, of your own  
19 knowledge, in fact a board of trustees meeting was held?

20 All you know is that you received some communication from--  
21 allegedly from the board of trustees, is that correct?

22 A Yes.

23 Q Now, sir, this board of trustees that you got  
24 this communication from--you are a member of the board,  
25 aren't you?

1  
2 A I'm the secretary of the corporation.  
3 Q Are you a member of the board of trustees?  
4 A Officer of the corporation.  
5 Q Are you a member of the board of trustees?  
6 A In that capacity, yes, as secretary.  
7 Q So, as a secretary of the corporation, you  
8 in that capacity are a member of the board of trustees?

9 A Yes.

10 Q And you say this trust board meeting was held  
11 in February or March of 1964?

12 A Yes.

13 Q Which month was it, sir? February or March?

14 A It was in March. I'm not positive of the exact  
15 date.

16 Q But it was March?

17 A Yes.

18 Q Who were the members of the board who were  
19 present according to the information which you received  
20 secondhand? You were not present but you heard that  
21 there was a board meeting.

22 A Yes. Ronald X. Henry X--

23 Q Wait a minute.

24 THE COURT: What are these X's for,  
25 Mr. Witness?



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THE WITNESS: It has to do with the names that are assigned to the various members as they join the temple.

THE COURT: Does everybody get an X name?

THE WITNESS: Yes.

THE COURT: Proceed.

Q Who else, sir?

A Ronald X, Henry X and Curtis X.

Q Yes, sir. Now, are these from your own personal knowledge as secretary to the corporation--withdrawn--rules secretary to the board of trustees?

A To the board of trustees?

Q Yes.

A I am secretary to whatever it involves.

Q Do you normally take minutes and things of that nature when the board of trustees meets?

A I wasn't at that meeting. When they do meet, I do.

Q When was the last meeting at which you were?

A What meeting were you last at? Withdrawn. Poor English.

The last meeting was when, sir, of the board of trustees which you attended?

A Well, we meet every month. We meet once a week.

1  
2 Q You do?

3 A Yes.

4 Q When was the last meeting of the board of  
5 trustees?

6 A Well--

7 THE COURT: Aren't you going too far  
8 afield, Mr. Sutton?

9 MR. SUTTON: You want to find out.

10 THE COURT: It's a long voire dire.

11 Q So you were never present when this resolution  
12 was passed? You were not present?

13 A Not at the meeting, no.

14 Q You just received this communication from them?

15 A Yes.

16 Q Had you ever received any other communication  
17 from the board?

18 MR. WILLIAMS: I object.

19 THE COURT: Why waste time? Your  
20 objection is well taken for the time being.

21 Sustained.

22 MR. SUTTON: Nothing further.

23 EXAMINATION (cont'd) BY MR. WILLIAMS:

24 Q Are you familiar with the signatures of Ronald  
25 X, Henry X and Curtis X, sir?

1

2

A Yes.

3

Q Have you seen them write in the past?

4

A Yes.

5

Q A number of times?

6

A Yes.

7

Q I ask you to look at Landlord's Exhibit 3 in

8

evidence and tell the court whether or not--

9

THE COURT: It's for identification.

10

MR. WILLIAMS: Yes, I'm sorry.

11

Q Landlord's Exhibit 3 for identification contains

12

the signatures of those gentlemen?

13

A Yes, it does.

14

MR. WILLIAMS: I now offer this in

15

evidence.

16

MR. SUTTON: I still object, your

17

Honor.

18

THE COURT: May I see that before I

19

make a ruling?

20

(Document handed to the court.)

21

THE COURT: I will have to sustain

22

the objection. Where are these people?

23

MR. WILLIAMS: They're here. I could

24

hold it for later.

25

MR. SUTTON: They're not in the courtroom,

are they? We excluded all the witnesses.

MR. WILLIAMS: Mr. Sutton--

THE COURT: You can identify it then  
at the proper time.

Right now, Mr. Sutton's objection is  
well taken.

MR. WILLIAMS: Thank you, sir.

THE COURT: Proceed.

Q Do you have the letter you received from  
Chicago?

A Yes, I do. Here it is.

Q And you say this is the letter that was handed  
over to the trustees after it came from Mr. James X?

A Yes.

Q Upon receipt of that letter, there was action  
taken and you instituted these proceedings?

A That's right.

Q Do you know how many rooms there are in this  
property?

A Not exactly. I would say at least nine, maybe  
ten rooms.

Q Do you know whether or not it's occupied by  
anyone other than the former Minister Malcolm X Little?

A As far as I know, it's just himself and his



1  
2 family.

3 Q And he is still in possession of those premises?

4 A Yes.

5 MR. WILLIAMS: No further questions.

6 THE COURT: Cross examination.

7 CROSS EXAMINATION

8 BY MR. SUTTON:

9 Q Mr. Owens, you were asked the question by your  
10 attorney, he said one body and two corporations. What  
11 are the two corporations, sir?

12 A Two corporations. I know of the spiritual  
13 body; spiritual and religious organization.

14 Q Was the spiritual body incorporated?

15 A This is one and the same in essence.

16 Q He said one body and two corporations. I'm  
17 trying to understand whether they are two corporations  
18 or just one corporation.

19 MR. WILLIAMS: I may have made an  
20 error when I gave it to him.

21 Q So, there is the spiritual body that is un-  
22 incorporated and a religious body that was incorporated,  
23 is that correct?

24 A Yes, that is correct.

25 Q It is the corporate body that is bringing this

1 proceeding, is that right?

2 A That's right.

3 Q This is the corporation body that owns a house?

4 A Yes.

5 Q And according to your petition, it was a  
6 corporation body that reached an agreement with Minister  
7 Malcolm, is that correct?  
8

9 A No, as to his agreement, I can't testify because  
10 I wasn't in the position at that time. I don't have  
11 the records of such but that it existed was the situation  
12 I inherited at the time from the one who preceded me in  
13 my position.

14 Q You signed a petition?

15 A Yes.

16 Q Is this your signature on the petition before  
17 the court here?

18 A Yes.

19 Q In your petition you say that there was an  
20 agreement, prior to March 1964 your petitioner as em-  
21 ployer entered into an agreement with Malcolm X Little  
22 as employee by the terms of which agreement your petition-  
23 er engaged said Malcolm X Little. What knowledge do you  
24 have of this agreement?

25 A That was given to me by the one I inherited

1  
2 the position from.

3 Q Do you have any personal knowledge of any  
4 agreement?

5 A No, I don't.

6 MR. SUTTON: Nothing further.

7 THE COURT: All right.

8 REDIRECT EXAMINATION

9 BY MR. WILLIAMS:

10 Q All during the time that you were with Mr.  
11 Malcolm, did Minister Malcolm perform the duties of  
12 minister?

13 A Yes.

14 Q And as trustee for the temple?

15 A Yes.

16 MR. WILLIAMS: No further questions.

17 RECROSS EXAMINATION

18 BY MR. SUTTON:

19 Q You say as a trustee he did?

20 A As the president of the corporation.

21 Q Yes, sir, but as a trustee did he perform duties?

22 A Explain your distinction.

23 Q You just answered as a trustee.

24 A I said as the minister of the temple and

25 president of the corporation he fulfilled those duties.

1

2 Q Did he ever hold trustee meetings?

3 A He was hardly around some time.

4 Q Did he ever hold trustee meetings during the  
5 term of his office there, sir?

6 A Let me see--

7 Q I will make it more specific. From the year  
8 1956 until March of 1964, did Minister Malcolm X ever  
9 call a board of trustees meeting?10 MR. WILLIAMS: I object to the  
11 question because I think the witness testified  
12 he went into the office in 1960.

13 MR. SUTTON: All right.

14 Q From 1960 then. Your own attorney said  
15 1960 and I will take 1960. Did Minister Malcolm ever  
16 call a board of trustees meeting?

17 A Not that I know of.

18 Q Did you ever attend any board of trustees  
19 meeting called by anyone else between 1960 and 1964?20 A I attended the meetings of the body and the  
21 officers of the corporation, but as just the trustees  
22 themselves, I don't recall such a meeting.23 Q You said you paid Minister Malcolm \$150 a  
24 week.

25 A That's right.



1  
2 Q And you began paying him in 1960?

3 A On that question I have the records on this  
4 but I'm not exactly sure as to exactly when that amount  
5 of \$150 began but I know it was--it was \$125 and then at  
6 a later date it was increased to \$150 but I'm not positive  
7 of that.

8 Q You actually paid him? Actually handed money  
9 over to him?

10 A Yes.

11 Q It was always in cash to Minister Malcolm X?

12 A Yes.

13 Q This was money paid each week by you?

14 A That's right.

15 Q What would happen in the weeks he was out of  
16 the city?

17 A I would save it until he came back.

18 Q But you were the person who made the payments?

19 A That's right.

20 Q There was no fund from which Minister Malcolm  
21 collected the money himself? You actually paid him?

22 A I paid him, right.

23 Q I see. And you said on direct examination  
24 you paid the \$150 a week at his request in cash?

25 A At his request.

1

2 Q You said you were asked if you paid in cash  
3 or check?

4 A Oh, yes.

5 Q He requested you to give it to him in cash?

6 A Yes.

7 Q Did you have a checking account at that time?

8 A No.

9 Q So even if he requested a check you couldn't  
10 have given it to him?

11 A We could open an account if we wanted it.

12 Q Did you pay any of your bills by check?

13 A Not at that time.

14 Q When did you begin paying by check?

15 A Since March.

16 Q From 1960 you disbursed the funds and you  
17 gave Mr. Malcolm \$150 a week and you didn't sign checks?

18 A No checks, no.

19 Q All cash?

20 A Yes.

21 Q Were payments of other bills made by cash?

22 A Yes.

23 Q All by cash?

24 A Yes.

25

MR. SUTTON: Nothing further.

## 2 REDIRECT EXAMINATION

3 BY MR. WILLIAMS:

4 Q Any reason why the payments were made in cash?

5 A There was talk concerning taxes.

6 THE COURT: Concerning what?

7 THE WITNESS: Taxes.

8 THE COURT: Taxes?

9 THE WITNESS: Yes.

10 Q Who told you this about taxes?11 A The minister himself.

12 THE COURT: Who? Just a moment.

13 Who told you?

14 THE WITNESS: The minister himself.

15 THE COURT: Who is the minister him-  
16 self?

17 THE WITNESS: Malcolm X.

18 THE COURT: You mean the tenant here?

19 THE WITNESS: Yes.

20 THE COURT: Proceed.

## 21 RECROSS EXAMINATION

22 BY MR. SUTTON:

23 Q What did he tell you?

24 A The exact words, I don't remember.

25 Q When did he tell it to you?

1  
2 A When I first inherited the position.

3 Q You don't remember the exact words and you  
4 don't remember the time?

5 A That's right.

6 MR. SUTTON: Nothing further.

7 THE COURT: Did he understand he was  
8 trying to avoid taxes?

9 THE WITNESS: I don't understand the  
10 purpose.

11 THE COURT: Did he, himself, tell you  
12 that?

13 THE WITNESS: No. He was trying  
14 to evade the tax?

15 THE COURT: No, the question about  
16 being paid in cash instead of by check so he  
17 wouldn't have to pay a tax?

18 THE WITNESS: The request of paying  
19 cash was made by him and there was some mention--  
20 reference to taxes.

21 THE COURT: Who mentioned that?

22 THE WITNESS: He did.

23 THE COURT: What did you say?

24 THE WITNESS: What did I say?

25 THE COURT: Yes.

WILLIAM E. ZERASE



1 THE WITNESS: I said nothing. I just  
2 complied with his request and paid all payments  
3 in cash.  
4

## 5 RECROSS EXAMINATION

6 BY MR. SUTTON:

7 Q You don't remember when he said it?

8 A Around the time I took the position.

9 Q Where did he say it?

10 A I can't be exactly sure of the location.

11 Q Who was present?

12 A We had conversations at his home and at the  
13 temple pertaining to this.

14 Q Who was present at the time he said this?

15 A I can't name the specific place. I have not  
16 named the specific place.

17 Q Do you know the specific place?

18 A No, I don't.

19 Q Do you know who was present wherever it was?

20 A Myself and him.

21 Q Nobody else? Is that right?

22 A The question is misleading because I have not  
23 defined exactly where it was. I said there was a men-  
24 tion of taxes. I haven't defined it when and where.

25 Q What did he say?

1  
2 A I don't remember the exact words because I  
3 asked would there be--how would these payments be made.  
4 I was being paid to pay different bills pertaining to  
5 the temple. He said it would be in cash.

6 Q Who said that?

7 A I would have to say--I can't be exactly sure  
8 but it was during our talks between myself and Malcolm X  
9 and there was another party involved.

10 Q Was it Malcolm X who told you to pay in cash?

11 A I can't be exact.

12 MR. SUTTON: Nothing further.

13 THE COURT: How often did you pay him?

14 THE WITNESS: Every week.

15 THE COURT: How long a period of time?

16 THE WITNESS: Since 1960.

17 THE COURT: Did you file any portion  
18 with the state or--

19 THE WITNESS: Tax exempt.

20 THE COURT: You were paying him a  
21 salary, weren't you?

22 THE WITNESS: They were, the leaders  
23 were donating to him in certain fixed amounts.

24 THE COURT: You said you paid him  
25 \$150 each week and he wanted it in cash so he

wouldn't worry about taxes, is that right?

THE WITNESS: No, I didn't say that.

MR. SUTTON: He didn't say that.

Just a moment.

THE COURT: That's the inference I gather.

MR. SUTTON: I don't want to infer, that's the reason I questioned him at length.

THE COURT: I'm trying to ascertain the facts of what was said about the taxes.

THE WITNESS: As I said before, it was mentioned, a word about taxes being the reason why cash payments but what they meant, I don't know.

THE COURT: All right. Anything else?

MR. WILLIAMS: Nothing further.

THE COURT: All right.

MR. WILLIAMS: If your Honor please, can I recall Curtis Kenner?

THE COURT: Yes.

CURTIS X KENNER, was recalled as a witness by the plaintiff, was reminded his affirmation was still binding and

1 testified further as follows:

3 REDIRECT EXAMINATION

4 BY MR. WILLIAMS:

5 Q Mr. Kenner, I show you this paper and ask you

6 if your signature appears thereon?

7 A Yes.

8 Q Did you affix your signature there as a trustee

9 for Muhammad's Temple of Islam, Inc.?

10 A Yes.

11 MR. WILLIAMS: I offer this as

12 Landlord's Exhibit 3 in evidence.

13 MR. SUTTON: May I question on the

14 voire dire?

15 THE COURT: Yes.

16 EXAMINATION BY MR. SUTTON:

17 Q Sir, you affixed your signature thereto?

18 A Yes.

19 Q When did you do that?

20 A According to this paper it was March 26th.

21 Q That is your only recollection by looking at  
22 the paper?

23 A I don't recall--I don't remember the date ex-  
24 actly, no.

25 Q Do you remember a board of trustees meeting



1  
2 that took place before March 26, 1964?

3 A As I said before, I don't remember dates. Ex-  
4 act dates, I don't remember.

5 Q But was there a board of trustees meeting that  
6 took place before?

7 A Yes.

8 Q When?

9 A Dates, I don't recall.

10 Q You signed this on March 26th, didn't you, sir?

11 A Right.

12 Q All right. There had been a board of trustees  
13 meeting before this, is that correct?

14 A There have been some.

15 Q Have been some?

16 A Yes.

17 Q Was there one particular one in which some action  
18 was taken that affects this case here?

19 A The one you have there.

20 Q When was that board of trustees meeting?

21 A Sometime around that date you got on the paper.

22 Q Around March 26th?

23 A Yes.

24 Q Where was it held?

25 A It was held at the office of the Honorable

2 Elijah Muhammad.

3 Q When you were on the witness stand before and  
4 when I asked you about board of trustees meeting you  
5 didn't remember.

6 MR. WILLIAMS: I object.

7 A I don't remember dates.

8 MR. WILLIAMS: That's not so.

9 THE COURT: Proceed.

10 Q Who was present at this board of trustees  
11 meeting?

12 A The three names mentioned. They are Ronald,  
13 Henry and Curtis, all brothers.

14 Q How had the board of trustees meeting been  
15 called? By written notice or by oral notice?

16 A Oral notice.

17 Q How many members were there at that time on  
18 the board of trustees?

19 A Well, the three of us. They were serving on  
20 the board of trustees but with other brothers there,  
21 members of the religious--

22 THE COURT: How many trustees on the  
23 board?

24 THE WITNESS: Three.

25 THE COURT: Altogether?

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THE WITNESS: Yes.

Q Three? Who are they?

A The three that you have there.

Q Curtis Kenner, Ronald Callaway and Henry Dawson.

These were the three persons who were on the board of trustees?

A Yes.

Q When were they elected to the board of trustees?

A Yes.

Q When, sir?

A I was elected when the corporation was first formed by the people who were forming the corporation at that time, who was Minister Malcolm X and Brother Ronald at that time. Since Minister Malcolm was the president at that time we mostly was guided by his saying, his doings at that time.

Q Yes, sir. But there came a time when he was no longer there?

A Yes.

Q Someone was elected in his place, is that correct?

A Well, I can't answer that exactly, but I would say--

Q As a matter of fact--

1

2

A He left and there was someone appointed in his  
place.

3

4

Q Appointed?

5

A Yes.

6

Q Who appointed him?

7

A The minister that is residing in his place  
at that time.

8

9

Q He appointed a trustee?

10

A Yes, he appointed a trustee.

11

Q Was this one of the trustees who acted to

12

give the authority to the secretary to bring eviction  
proceedings?

13

14

A I don't think I follow your question.

15

Q Well, let me rephrase it. You say that a  
trustee was appointed by the minister?

16

17

A No, I did not say that.

18

19

MR. SUTTON: Maybe I didn't under-  
stand.

20

MR. WILLIAMS: I object.

21

Q Who was this person Henry Dawson, the person  
who replaced the minister?

22

23

A I didn't say Henry Dawson replaced him. I  
said--you asked me the question who replaced him. Now,  
he was a minister. He was a minister appointed after

24

25



1 he left.

2 Q I misunderstood you. I'm sorry. But there  
3 were three persons present at this board of trustees  
4 meeting that was held on or about the time the letter  
5 was written?

6 A Yes.

7 Q Who were the three people?

8 A Henry Dawson, and Ronald Callaway and Curtis  
9 Kenner.

10 Q Do you know when you were elected to the  
11 board of trustees?

12 MR. WILLIAMS: Your Honor, this is  
13 not proper voire dire.

14 THE COURT: It's proper.

15 A I was a part of the party when the corporation  
16 was set up in the beginning.

17 Q Were you so serving for one year?

18 A That's right.

19 Q Were you ever reelected after that one year?

20 A Every year I was reelected because in our  
21 religious organization we don't take everything one  
22 hundred per cent by paper. We trust one another to  
23 the extent--the leading minister would telephone us,  
24 "It's all right for you this and so." We take his

1  
2 advice. We went along with that. We didn't hold  
3 regular meetings.

4 Q So that the only way you were continuing to  
5 be reelected was because you took the advice of the  
6 minister. All right. How did you elect Henry X  
7 Dawson?

8 A After he--

9 MR. WILLIAMS: I object. The  
10 witness has testified how Dawson got--he  
11 was appointed by Minister James X.

12 MR. SUTTON: I thought you objected  
13 to that before.

14 MR. WILLIAMS: No, he just said that.  
15 That's his testimony.

16 Q Is that your testimony that the trustee was  
17 appointed by whom?

18 A By the minister who was James X.

19 Q And it was this trustee who acted together  
20 with you and Ronald X Callaway, is that right?

21 A Yes.

22 Q That assigned you to whatever action was  
23 necessary here?

24 A Yes.

25 Q Sir, you say he was appointed?

MR. WILLIAMS: Objection.

THE COURT: Overruled.

Q He was appointed by the minister?

A As I said, the minister usually runs the show in the Temple of Islam. Therefore, the minister that was appointed after Minister Malcolm left was James K. Therefore, he had the authority to appoint other people to act in the position.

Q Was it on that authority that the person Henry X Dawson met with you and Mr. Callaway?

A Along with the understanding from the body in general.

Q What was that understanding, sir?

A Well, you see, if the minister is going to appoint somebody for a position, he first brings it before the whole group of the temple. If they decided on it, then they appoint him to that position.

Q There was such a meeting?

A Yes.

Q When was that held?

A Exact date I don't remember.

Q Just the month, please.

A I don't know the month. I would say sometime around the time this particular letter was sent to us

1 because all this took place around the same time.

2 Q Would you say that was in March?

3 A Sometime around that, yes.

4 Q How many other people did the minister appoint

5 to the board of trustees at the same time?

6 A Well, I believe all the rest of the trustees

7 was from the very beginning under the control of Minister

8 Malcolm at the time.

9 Q Who were they?

10 A Callaway and myself.

11 Q You Mr. Kenner and Mr. Callaway continued to

12 be reelected every year and the method of reelection was

13 understood that you were to continue to serve as long

14 as the minister made no objection, is that it?

15 MR. WILLIAMS: If your Honor please,

16 I'm objecting.

17 THE COURT: Why are you objecting?

18 MR. WILLIAMS: I think it's going

19 too far afield.

20 You're not finished with your witness

21 are you, Mr. Williams?

22 MR. WILLIAMS: Not as yet.

23 THE COURT: All right. I think you

24 are taking a little too long. You're going



1

2 into cross examination. NYC.gov/records NYC.gov/records NYC.gov/records

3

MR. SUTTON: All right. Then, may

4

I object?

5

THE COURT: Yes. For the time I

6

will sustain the objection.

7

Proceed.

8

REDIRECT EXAMINATION (continued)

9

BY MR. WILLIAMS:

10

Q Now, Mr. Kenner, before you met in March, be-

11

fore you signed this letter, did you receive or was there

12

placed before you some other communication with respect

13

to this matter?

14

A Yes.

15

MR. SUTTON: May I object? I don't

16

understand placed before him. Was this a

17

corporation?

18

MR. WILLIAMS: The members who

19

constituted the board.

20

A Yes.

21

Q What was that?

22

A It was a letter.

23

Q Do you know where that letter came from?

24

A From Chicago.

25

Q Did you read the letter?

1  
2 A Yes.

3 Q If I showed you that letter, would you be  
4 able to identify it?

5 A Yes.

6 MR. SUTTON: If that is offered for  
7 the purpose of introducing a letter--

8 THE COURT: Just take it easy. I'm  
9 way ahead of you.

10 MR. WILLIAMS: Will you mark this  
11 Landlord's Exhibit 4 for identification?

12 (Letter marked Landlord's Exhibit 4  
13 for identification.)

14 Q Is that the letter you speak of that was re-  
15 ceived and placed before the board before you acted on  
16 the letter of March 26th? Can you tell from the front  
17 of it?

18 A Yes, this is the envelope.

19 MR. WILLIAMS: I mark not the  
20 contents but I offer the envelope in evidence.

21 MR. SUTTON: Objection.

22 THE COURT: Are you playing a game  
23 with me?

24 MR. WILLIAMS: No, sir.

25 No further questions.

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THE COURT: Sustained.

What about your document? Are you talking about your document?

MR. WILLIAMS: I offer the document Landlord's Exhibit 3 in evidence.

MR. SUTTON: My objection was sustained. He has offered nothing further.

THE COURT: He testified he was present.

Let me see that document.

MR. SUTTON: It's self-serving.

THE COURT: Were you present at this meeting and these two gentlemen were there, too?

THE WITNESS: Yes.

THE COURT: When did you sign this document which is marked?

THE WITNESS: Around March 26th.

THE COURT: I beg your pardon?

THE WITNESS: Around March 26th.

THE COURT: The same date or thereafter?

THE WITNESS: Sometime around that date. I don't remember the exact date.

THE COURT: It doesn't have to be

the same but were you meeting on the date specified?

THE WITNESS: Yes.

THE COURT: Was there any discussion taken as to the activities set forth in this communication?

THE WITNESS: Yes, sir.

MR. SUTTON: May I question him?

THE COURT: Yes.

RECROSS EXAMINATION

BY MR. SUTTON:

Q You say a discussion took place. What discussion took place?

A Discussion took place concerning the matter of taking steps to remove the X minister from--

Q Did you keep minutes of this--

MR. WILLIAMS: Let him finish his answer.

MR. SUTTON: I'm sorry.

Q Did you keep minutes of this meeting?

A No, we didn't.

Q When did the meeting take place?

A Sometime around the date of the letter there in March.



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Q What is the date of the letter?

MR. WILLIAMS: Your Honor, may I  
object? He said a thousand times that--

THE COURT: All right. I have heard  
it.

Q What is the date that the letter was written?

A Sometime around that time.

Q Was it the day before?

A I don't remember exactly.

THE COURT: What do you mean? It  
couldn't be the day before the meeting, could  
it?

THE WITNESS: It could have been on  
or before the date.

THE COURT: He asked you the day  
before and you gave a very peculiar answer.

THE WITNESS: It could have been  
the day before.

THE COURT: It could have been the  
day before? In other words, you made the  
decision before you heard the evidence?

THE WITNESS: It would have to be  
after that day.

Q Sir, what else was discussed at this board of

1

2 trustees meeting?

3

4 A The main reason for holding this meeting was  
5 to make some kind of preparation to reclaim the property  
6 from the X minister that we must have to put the new  
7 minister in there.

8

9 Q Was a resolution arrived at that board of  
10 trustees meeting that you don't remember when it took  
11 place?

12

13 A I do remember we did make a decision, it  
14 would have to be brought before the court in order to  
15 get X minister out.

16

17 Q But you made a resolution there that date?

18

19 A Yes.

20

21 Q Was that resolution recorded in any of the  
22 records you have of your corporation?

23

24 A The letters that I know of I'm not--

25

26 Q So there is a board of trustees meeting you  
27 don't remember when it took place. You didn't make  
28 any record of the happening of the board of trustees  
29 meeting, is that correct?

30

31 A As far as my knowledge is, action is the  
32 letter that we give to the secretary to take action.

33

34 Q Who acted as secretary of the board of  
35 trustees meeting?

1

2 Q Who acted as secretary?

3 Q Yes.

4 A Brother Ronald was making memorandums of it.

5 Q He made memorandums of it?

6 A Yes.

7 Q Did you see them made?

8 A Well, just little notes on a piece of paper

9 because we didn't go into a long formal meeting. We

10 just discussed it, more or less.

11 Q But no record was made of what occurred?

12 A No record to be posted or anything like that.

13 Q And the person Henry Dawson, that was the  
14 person who was appointed as a trustee, is that correct?15 A I only used the word "appointed," but if you  
16 want to say "elected," you could say that also because  
17 it was decided by the body in general, as I said before.

18 Q At a corporate meeting?

19 A Well, the corporate meeting. If you want  
20 to say corporate, you could say it but it's the body  
21 in general. That's the corporation also.22 Q The spiritual body, is that the one that had  
23 the meeting? Is that the one?

24 A Yes.

25 Q Was it the corporate body or the spiritual

1  
2 body that your lawyer was talking about that held the  
3 meeting that elected--

4 A Because they were all within the same.

5 MR. SUTTON: I see. May I object?  
6 Self-serving.

7 THE COURT: He says he was there.

8 MR. SUTTON: Not made in the course  
9 of business. There is no foundation laid  
10 to keep such a record.

11 THE COURT: It seems irrelevant but  
12 it was the course of procedure that was  
13 adopted in the past.

14 Your client must have been in accord  
15 with it. In any event, this sets forth  
16 what occurred on a certain date. And I  
17 will take it for what it's worth.

18 To be marked as Landlord's Exhibit 3.  
19 (Document marked Landlord's  
20 Exhibit 3.)

21 THE COURT: Are you finished with  
22 this witness?

23 MR. WILLIAMS: Yes.

24 THE COURT: Step down, please.

25 MR. WILLIAMS: If your Honor please,



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MILLERS FALLS  
I am looking at the hour. I have one further witness who has not come in yet. I would like to adjourn now and come back at two.

THE COURT: No, I would rather not.

We discussed something. I have that in mind.

How long will that witness take?

MR. SUTTON: Maybe it's something we can stipulate to.

THE COURT: Both of you come up, please.

(Discussion held at the bench.)

THE COURT: All right. Proceed.

MR. WILLIAMS: Landlord rests, your Honor. That's the Landlord's case.

THE COURT: Are you surprised?

MR. SUTTON: No, but I'm shocked, your Honor because there has been no showing of agreement.

THE COURT: Are you making a motion?

MR. SUTTON: Yes, out of my shock into the motion.

I move to dismiss at the end of the Landlord's case in that the Landlord has not made out a prima facie case. He lays it in

holder.

He alleges as a basis for his hold-over proceedings that there was no agreement existing between Muhammad's Temple of Islam, Inc. and the owner of the property and an agreement existing as to employment.

There was an employer-employee relationship existing as between Muhammad's Temple of Islam, Inc. and one Malcolm X Little.

There has been no direct testimony here of an employer-employee relationship existing.

The sole thing that has been offered here is an allegation of payment of money but this is not enough just showing payment of a salary if it's earned as a salary at one time and another time is termed as a gift but mere payment of monies does not constitute an employer-employee relationship nor has proof been offered here that a condition of the employment was that he was to maintain the premises and only to reside in the premises only as long as he was the minister.

Further, there is no showing of

1  
2 termination of employment if indeed it  
3 existed. First, it wasn't proved that it  
4 existed and, secondly, there was no proof  
5 of the termination.

6 I would go no further than to say  
7 they have failed to make out a prima facie  
8 case.

9 They don't even offer the elements  
10 of proof under their allegations.

11 THE COURT: A man could live there  
12 forever and ever.

13 MR. SUTTON: No, sir, that is not  
14 my contention. It is my contention that  
15 you must prove what you plead. You must  
16 enter documentary evidence or offer testi-  
17 monial evidence. They have not done it.

18 MR. WILLIAMS: May I be heard in  
19 defense?

20 THE COURT: Just a moment, counselor.

21 All right. Proceed.

22 MR. WILLIAMS: I should like to  
23 indicate, if your Honor please, that Mr.  
24 Sutton has indicated that there has been no  
25 documentary proof offered of an employee-

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employer relationship but I submit to the court that enough testimony has been adduced here to show this man was not working for nothing.

He received a salary of a fixed amount for a period of three years and gave direct testimony he paid him this amount for three years and he paid the light and gas.

The monies that bought the parsonage, the home, came from the funds of the religious corporation and further than that, that after March of 1964, that this tenant had performed no duties whatever with respect to the petitioner here.

You have heard testimony that a successor has been appointed who is now functioning, one James X and certainly the same temple can't have the same person occupying this one position at both times and further it has been indicated here that monies that were used to pay the minister's rent when he first came to New York and assumed his position



1  
2 before there was a legal corporation, was  
3 supplied by the temple. He lived in  
4 Brother Kenner's house. The temple paid  
5 for that and it paid for the apartment and  
6 all expenses of this home which now has tax  
7 exemption due to the fact that it belongs  
8 to and is considered the personage other-  
9 wise there would be no reason to tax exempt  
10 it.

11 MR. SUTTON: Still missing the  
12 issue. It's whether or not there was an  
13 agreement of employment.

14 There has been no direct testimony  
15 as to any agreement of employment which had  
16 limitations upon it and those limitations  
17 were that you may only live in this house  
18 as long as you are minister.

19 We may feel that one should be  
20 allowed to live in a premise when he no  
21 longer is minister but we must prove that  
22 the ministry was terminated under the rules  
23 and regulations of this particular corpora-  
24 tion and that, number two, that there was  
25 first an agreement of limitation at the time

1  
2 of employment if indeed there ever was an  
3 employment.

4 THE COURT: It seems to me that  
5 there is a marked disregard for formality  
6 or legality on the part of your client.

7 They seem to disregard everything  
8 which is proper and required. There should  
9 have been some formal procedure adopted here  
10 to say, "You are no longer wanted."

11 MR. SUTTON: There is a procedure  
12 but they didn't follow that procedure.

13 MR. WILLIAMS: If your Honor please,  
14 now may I say this: There has been testimony  
15 that he left--there is a successor minister  
16 and it's on this question that this procedure  
17 has been followed in the manner throughout.

18 The way this has gone throughout is  
19 due to one fact and that is now Mr. Sutton's  
20 client is trying to capitalize on the fact  
21 that these men went along. He was the  
22 guiding light and we are now faced with the  
23 question of whether or not, particularly  
24 where a man has removed himself and is no  
25 longer functioning and his successor is in

1 his place, whether or not in this case this  
2  
3 is proper for Mr. Sutton to raise the question  
4 as to whether or not he was properly removed  
5 or not, is that Mr. Sutton is in court and he  
6 should institute an action in that form and  
7 that the crux of this matter is a simple  
8 holdover proceeding where this property en-  
9 joys tax exemption right now, not because  
10 Minister Malcolm X lives in it but because it  
11 was a personage connected with Muhammad's Temple  
12 of Islam, Inc.

13 THE COURT: You have given the best  
14 argument for the court yet.

15 Couldn't the congregation send him  
16 a letter saying, "You are no longer employed  
17 by us, get out"?

18 MR. WILLIAMS: If your Honor please,  
19 may I say this: If you will permit me to  
20 reopen I have such a letter. If you will  
21 permit me to reopen, I will introduce such  
22 a letter.

23 THE COURT: I will give you a chance  
24 to do that. Why didn't you do it before?

25 MR. WILLIAMS: For one reason.

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MR. SUTTON: Because a letter

won't suffice, that's the reason.

THE COURT: Mr. Sutton is raising

the question of improper, no discharge at

all. He said you just came along here,

"Get out."

MR. SUTTON: I say two things.

There was not a proof of employment.

Each one said that a person in Chicago,

Honorable Elijah Muhammad employed him and

nobody could testify to the terms of the

employment, number one, and two, they can't

offer any termination because there is an

established procedure where there must be

a confrontation, a hearing before the minister

is discharged. That's why they're not

offering it.

MR. WILLIAMS: If your Honor please,

I have a copy of a letter--I would like to

continue--to show that a certified letter

was sent on March 10, 1964 to the minister.

THE COURT: What about it, Mr.

Sutton?

MR. SUTTON: I have a copy of it.



1 I will be happy to come to the  
2 bench and discuss it.

3 THE COURT: All right.  
4  
5 (Discussion held at the bench.)

6 THE COURT: All right.  
7 MR. WILLIAMS: I now call upon  
8 Mr. Sutton to produce the letter of March  
9 10, 1964 sent to his client.

10 MR. SUTTON: I will be happy to.  
11 THE COURT: You received it?  
12 MR. SUTTON: Yes, I have it.  
13 (Document handed to counsel.)

14 MR. WILLIAMS: I now offer this  
15 letter in evidence as Landlord's Exhibit 5.

16 MR. SUTTON: For what purpose is  
17 it offered?

18 MR. WILLIAMS: For the purpose of  
19 showing that notice of termination of em-  
20 ployment was sent and also contains a notice  
21 to quit.

22 MR. SUTTON: May I examine on voire  
23 dire?

24 THE COURT: How will you examine?

25 MR. SUTTON: Then it can't be

1  
2 offered if I can't examine.

3 MR. WILLIAMS: It was sent to him.

4 MR. SUTTON: Who is going to testify  
5 to the regular course of business?

6 MR. WILLIAMS: You stipulated that  
7 your client received it.

8 THE COURT: I don't see any need  
9 of examining anybody.

10 I am taking it on the question of  
11 notice given to your client to vacate the  
12 premises.

13 MR. SUTTON: No longer under the  
14 new rules is it required to send notice to  
15 vacate. No longer necessary under this  
16 type of proceeding. This is the first  
17 thing I checked because I thought I had  
18 them there.

19 THE COURT: I disagree with you.

20 MR. SUTTON: This is accepted on  
21 the basis of notice to vacate, is that  
22 right, similar to the ten-day notice.

23 THE COURT: I'm not talking about  
24 the ten-day notice. You raised the issue  
25 before that your client was not aware of

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the situation. He was not properly discharged.

MR. SUTTON: That's right.

THE COURT: Notice to the effect that the landlord here or the petitioner here is seeking the premises. You maintain that no notice was received by your client?

MR. SUTTON: No. I say no proper termination has been made. I'm not questioning notice.

THE COURT: I'm not going on that. It will be marked for the purpose--

MR. SUTTON: Marked for the purpose of--

THE COURT: I am not--

MR. SUTTON: I am asking if this is for the purpose of showing notice?

THE COURT: It reads for itself.

MR. SUTTON: No, because there is a lot of extraneous material.

THE COURT: I read to you a moment ago what I was interested in.

MR. SUTTON: Which portion?

(Discussion held at the bench.)

MR. SUTTON: All right.

1 THE COURT: You admit he didn't  
2 vacate the premises?  
3

4 MR. SUTTON: Limited purposes set  
5 forth in paragraph--

6 MR. WILLIAMS: No, no, don't you  
7 characterize.

8 THE COURT: You asked me a question.  
9 I'm not a witness on the stand, sir. It's  
10 marked as an exhibit, sir.

11 MR. SUTTON: Judge Wahl, what I am  
12 saying is that there is a lot of extraneous  
13 material.

14 THE COURT: I'm not concerned at  
15 all. I will take it as I think it proper  
16 under the circumstances. If I have to  
17 make a decision it will be in writing.

18 MR. WILLIAMS: All right.

19 THE COURT: Mark it Landlord's  
20 Exhibit 5 in evidence.

21 (Document marked Landlord's  
22 Exhibit 5 in evidence.)

23 MR. WILLIAMS: That's the Landlord's  
24 case.

25 THE COURT: In view of the fact that



we discussed something earlier this morning,

I will take your motion under advisement  
and we will convene tomorrow morning.

In the meantime, leave your exhibits  
with me.

Do you have any law you should like  
to submit?

MR. SUTTON: Yes, I will do that  
by this afternoon.

THE COURT: All right.

Adjourned to tomorrow morning at  
ten o'clock.

~~(Whereupon, an adjournment was had until  
10 o'clock a. m., June 16, 1964.)~~

THE COURT: Are you ready to proceed,  
gentlemen?

MR. WILLIAMS: Yes, sir.

MR. SUTTON: Yes.

THE COURT: As I understand, the  
Landlord rested yesterday.

MR. SUTTON: That is correct.

THE COURT: You had a motion before  
me and I reserved decision on the motion.

MR. SUTTON: I should like, before

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putting on the respondent's case, to ask the  
court whether or not at the end of the entire  
case time might be allowed for bringing to the  
court a brief based on the minutes of the  
trial.

I would ask for time with time for  
the landlord to reply to that brief anything  
that he thinks is appropriate.

MR. WILLIAMS: One week.

THE COURT: Do you want to submit,  
too, or do you want to see his first?

MR. WILLIAMS: I want to see his.

MR. SUTTON: One week after the  
securing of the minutes.

It is hereby stipulated by and between  
the counsel for the parties hereto that the  
respondent should have one week after the  
receipt of the minutes for the purpose of  
submitting a brief to the court and that the  
petitioner should have five days thereafter  
to submit opposing brief; it being further  
stipulated that no undue delay should be  
taken in securing the minutes.

THE COURT: And the time of the

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court shall run from the last submission.

MR. SUTTON: Yes.

THE COURT: Is that agreeable to both sides?

MR. WILLIAMS: Yes, it's agreeable to me.

THE COURT: All right. Proceed.

MR. SUTTON: Respondent calls as his first witness, Captain Joseph.

THE COURT: He was sworn yesterday, gentlemen?

MR. SUTTON: Yes.

THE COURT: All right.

You are still under oath, Captain Joseph.

JOSEPH X GRAVITT, was called as a witness by the respondent and testified as follows:

DIRECT EXAMINATION

BY MR. SUTTON:

Q Captain Joseph, how long have you been a member of the Muhammad's Temple of Islam, Incorporated?

A I don't understand your question.

Q How long have you been a member of the Muhammad's

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2 Temple of Islam, Incorporated?

3 A I have been a member ever since 1952.

4 Q I meant of the corporation. The corporation  
5 came into existence in 1956. Have you been in since

6 its inception?

7 A I have been in ever since 1952.

8 Q I am speaking, Captain Joseph, of the corporate  
9 body. Have you been in since they incorporated the  
10 corporate body of the temple?

11 A Yes.

12 Q Since there was an organization of the corporate  
13 body of Muhammad's Temple of Islam, Incorporated, the  
14 petitioner here, did you ever hear an agreement reached  
15 between the corporate body and the respondent Malcolm X  
16 Little with regard to his employment by the petitioner  
17 Muhammad's Temple of Islam, Incorporated?

18 A I heard what he said.

19 Q You heard what he said?

20 A He was the one that said it, right.

21 Q He stated to you the terms?

22 A He stated to the body the terms of the employ-  
23 ment.

24 Q Tell us what he said and when he said it, sir.

25 A When he came--you see, he was the minister.



1  
2 He had the correspondence with Honorable Elijah Muhammad.  
3 When he comes back, he was the one that teaches us what  
4 the Honorable Muhammad says. What he says, goes.

5 Q When did he tell you this?

6 A Well, when he come back, whenever he came back  
7 he would tell us.

8 Q Did he tell you anything about the terms of  
9 his employment with Muhammad's Temple of Islam, Inc.?

10 A When you say "the terms"---

11 Q You stated in your petition--rather, the body  
12 has stated--the Muhammad's Temple of Islam, Incorporated  
13 has stated in its petition that prior to March 1964,  
14 your petitioner, meaning Muhammad's Temple of Islam,  
15 Incorporated, entered into an agreement with Malcolm X  
16 Little.

17 A Yes.

18 Q Now, I am concerned about that agreement,  
19 whether you have any personal knowledge of that agree-  
20 ment than you stated?

21 A The agreement with he and the Honorable Elijah  
22 Muhammad?

23 Q Not the temple, the petitioner here and--

24 A What he said was what the Honorable Elijah  
25 Muhammad--what he said, the Honorable Elijah Muhammad

2 told him, he came back and told us. That was it.

3 There were no questions on it.

4 Q When did this take place? When did he tell  
5 you what Mr. Muhammad said?

6 A When he came back in 1956.

7 Q How did he relate this to you? Did he gather  
8 you together in a room?

9 A Yes, that's right, in a mosque or wherever we  
10 had the meeting at.

11 Q This was with regard to his employment, is  
12 that correct?

13 A When he was supposed to do his employment,  
14 what he was supposed to do, taking care of it.

15 Q What did he say?

16 A That he received X amount of dollars.

17 Q How much did he say he received?

18 A \$150.

19 Q This was in 1956?

20 A Yes.

21 Q What else did he say, sir?

22 A And that he was supplied with the necessary  
23 living quarters, et cetera.

24 Q What else did he say?

25 A That was about the gist of it.

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2 Q That's all he said?

3 A That's all I can remember.

4 Q Is that all he said?

5 A That's all I can remember.

6 Q Did he tell you what he was supposed to do for  
7 receiving the necessary money and quarters?8 A That was understood. He was a minister.9 Q Maybe you can help us by explaining everything  
10 you heard, either from Muhammad's Temple of Islam or  
11 from Minister Malcolm himself as to the terms of his  
12 employment with Muhammad's Temple of Islam, Incorporated?13 A The understanding I had was that he was a  
14 minister.15 Q Don't tell me the understanding. Tell me  
16 what was said. You can't report what your understanding  
17 was.18 MR. WILLIAMS: Place the time. Fix  
19 the time.20 MR. SUTTON: At any time because he  
21 was uncertain as to the time. I will take  
22 any time.23 THE COURT: Did you take a portion  
24 of this yesterday, Mr. Sutton?

25 MR. SUTTON: He was not my witness.

THE COURT: This is slightly repetitious.

MR. SUTTON: I don't remember having covered that with this witness.

Q At any time, sir, did you ever on any date since you have been a member of Muhammad's Temple of Islam, Incorporated, hear an agreement reached between Muhammad's Temple of Islam, Incorporated and Malcolm X Little with regard to the terms of his employment as a minister?

MR. WILLIAMS: I am objecting to the form of that question.

THE COURT: He may answer it.

Answer it.

A Yes.

Q When, sir?

A During 1956, around that particular time.

Q Who did you hear the discussion as between who represented Muhammad's Temple of Islam, Incorporated and who represented Malcolm X Little.

A He represented himself. He was the minister. He has the authority to come forth and say these things as the minister because he was the top official in it.

Q So the agreement of employment was entered into between himself, you say, and the temple?