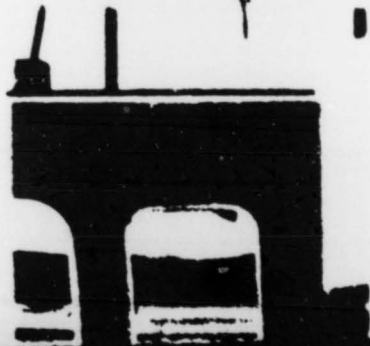



[illegible]

The Black
Panther
Party
Peoples'
Free Health
Center



Fred Hampton Health Clinic

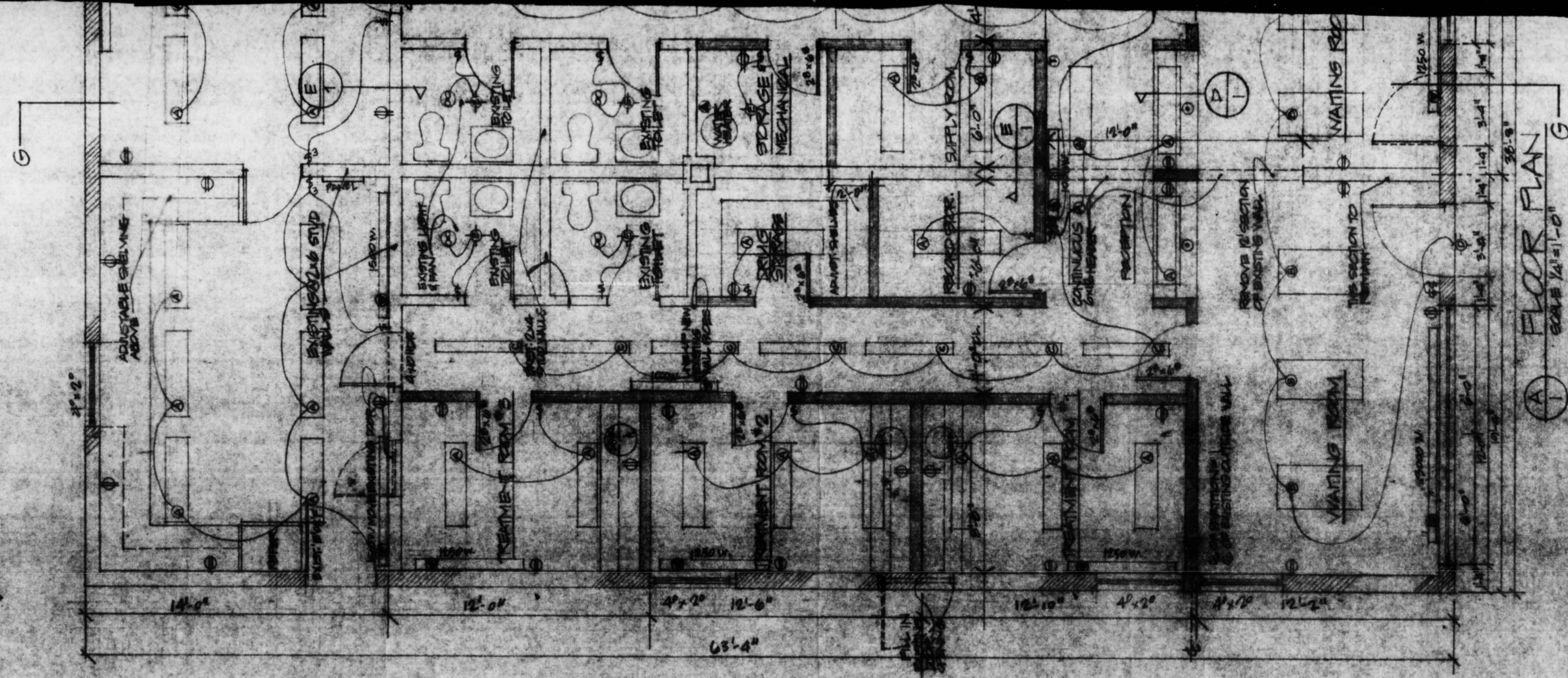
The Fred Hampton Health Clinic is a volunteer, free-care medical health facility located at 109 N. Russell. The Clinic is staffed entirely by volunteer physicians, nurses, technicians, and paramedical and volunteer community workers. During the two years the Clinic has been ministering to the health needs of the Albina community, its staff of volunteers has seen nearly 2,000 patients with all sorts of health problems normally handled by a private physician in his own office. The Fred Hampton Health Clinic is a non-profit, charitable Oregon corporation which receives guidance from the Black Panther Party. Currently, there are twenty physicians volunteering their time to the Clinic. Dr. Robert Bigley, who is a physician at the University of Oregon Medical School, is the current coordinating physician. The Clinic has available to it the resources of all its volunteer physicians and other contributors, and operates a referral service when volunteer physicians are unable, because of the lack of facilities or time available, to handle a patient's particular problem.

The following people and organizations have contributed valuable time and effort toward the publication of this booklet:

Staff Members of the Fred Hampton Health Clinic
109 N. Russell, Portland

The Legal Aid Service
Multnomah Bar Association
517 N.E. Killingsworth, Portland

The Portland Community Design Center
American Institute of Architects
Dekum Building
519 S.W. Third, Portland



ELECTRICAL SYMBOLS

- SWITCH SP
- SWITCH 3-WAY
- SWITCH RECEPTACLE
- FLOOR RECEPTACLE
- 200 V. OUTLET
- THERMOSTAT
- 1"4" WRAP AROUND 2T
- 2"4" WRAP AROUND 4T
- STRIP WRAP AROUND 1T
- BUTTER WALL MOUNT
- PERC. KEY-LOCK

ELECTRICIAN TO VERIFY CONDITION OF EXISTING
FIXTURES AND OUTLETS

FLOOR PLAN SCALE 1/4"=1'-0"

GENERAL NOTES

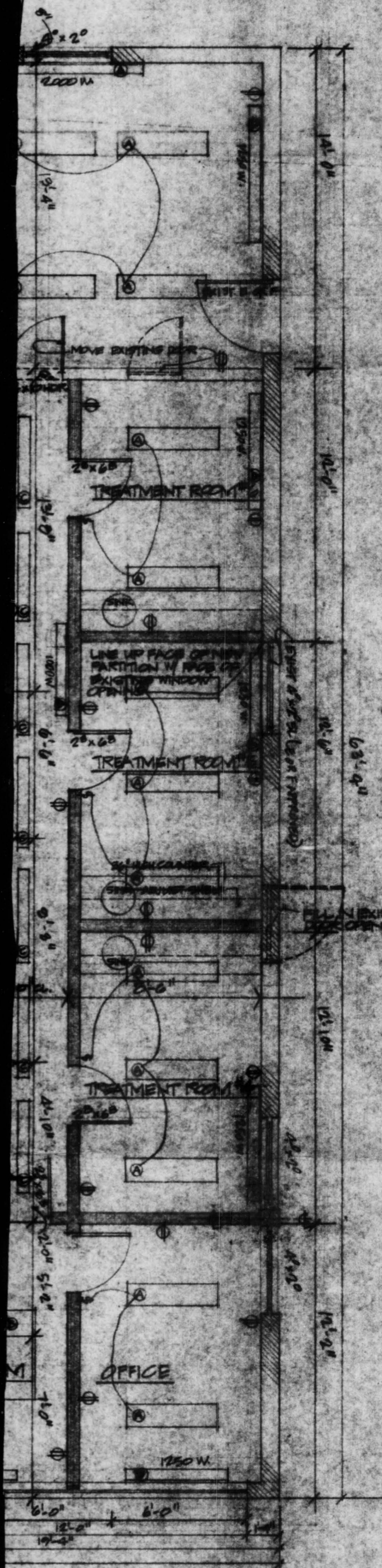
ALL WINDOWS ARE EXISTING.
4" x 2" AL. SL. WINDOWS ARE APPROVED
'E' OR 'F' TYPE. (50% OPERABLE)
ALL NEW WALLS ARE NON-BEARING
2x4 STUD PARTITIONS
TOILETS ARE EXISTING AND ARE
EQUIPPED W/ LIGHTS & EXHAUST FANS.
EXTERIOR DOORS ARE APPROVED 'E' OR 'F' TYPE

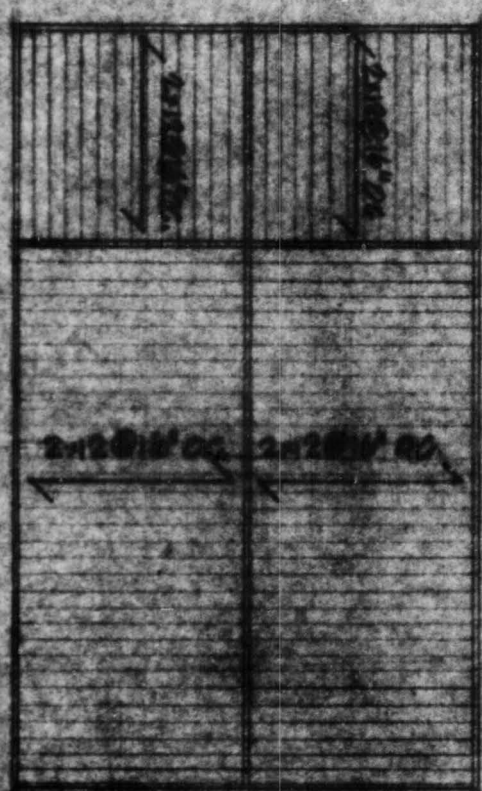
ALL NEW PARTITIONS ARE 2x4 STUDS 16" O.C.
W/ 1/2" GYP. BOARD EACH SIDE

MECHANICAL VENTILATION (BY SEPARATE PERMIT)

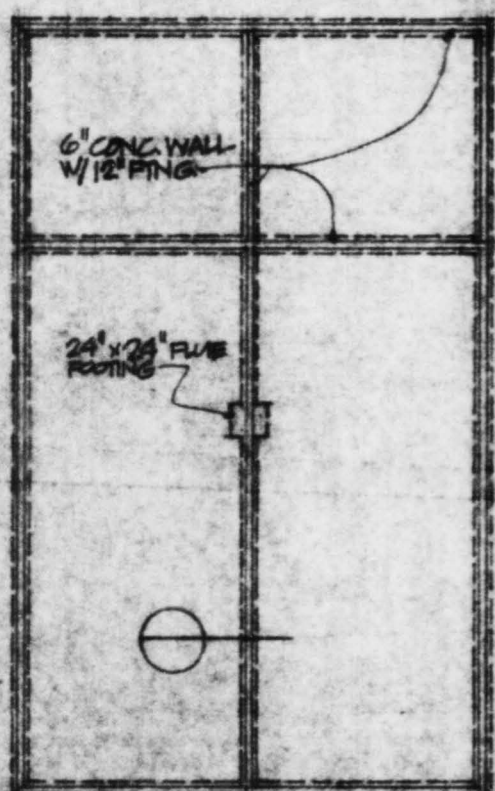
MECHANICAL VENTILATION SHALL PROVIDE
MINIMUM OF 2 AIR CHANGES EVERY HOUR
IN ALL SPACES EXCEPT TOILETS.
EXISTING TOILET VENT SYSTEM TO PROVIDE
1 AIR CHANGE EVERY 15 MINUTES.

EXISTING BUILDING BUILT UNDER
PERMIT # 413871 (7-15-64)





B ROOF FRAMING PLAN
SCALE 1/8" = 1'-0"

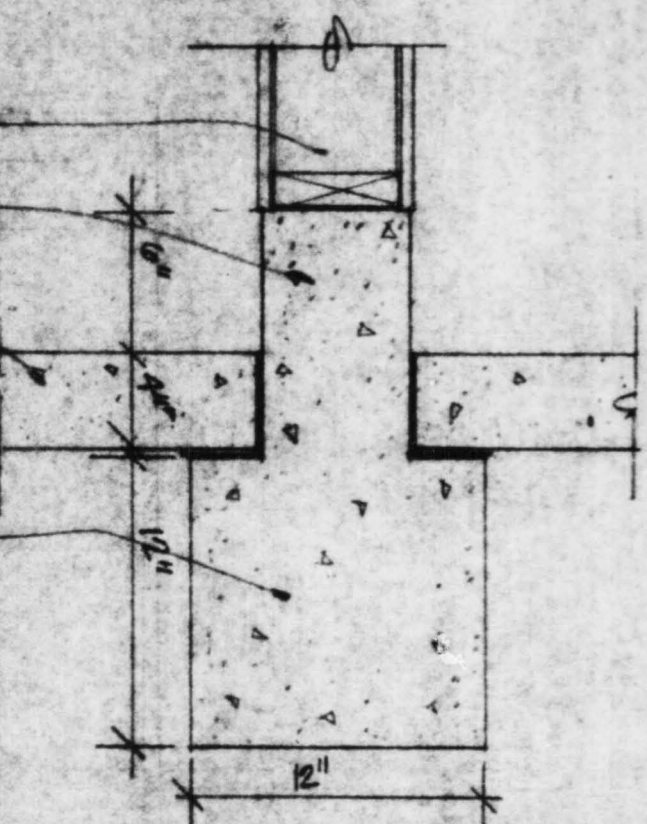


C FOUNDATION PLAN
SCALE 1/8" = 1'-0"

2x6 STUDBS @ 16" OC
(EXISTING WALL)

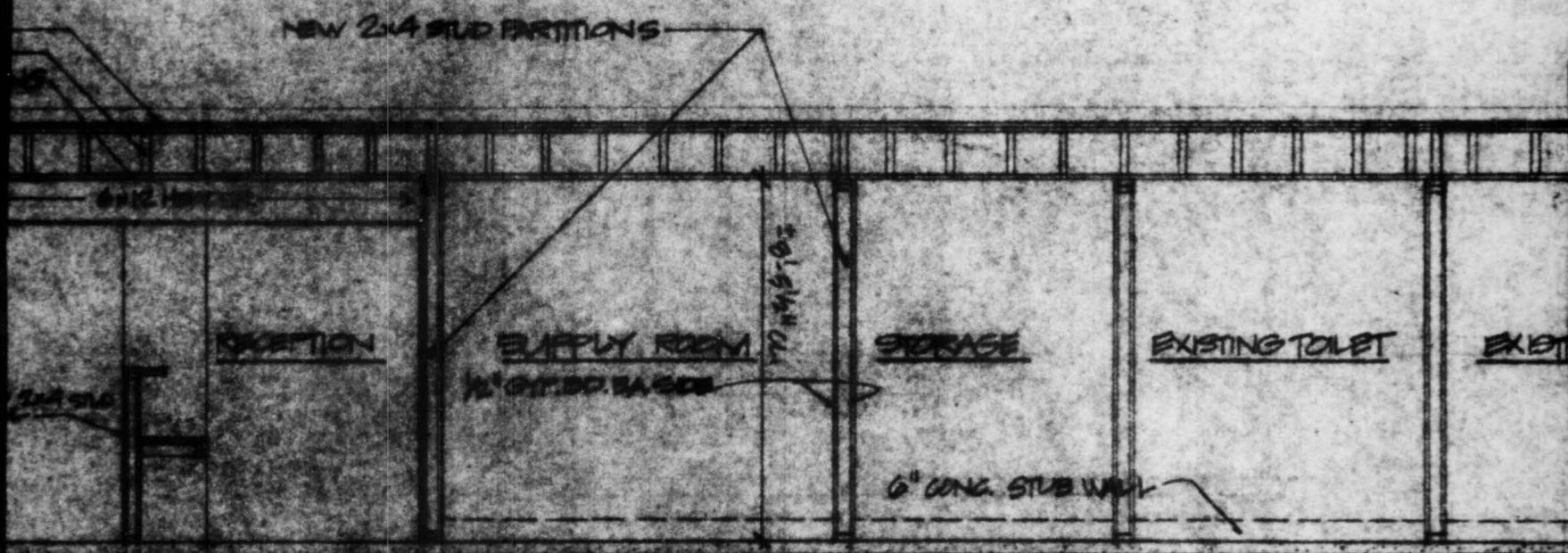
6" CONC. STUB WALL
4" CONC. SLAB

12x12 CONTINUOUS PTNG.

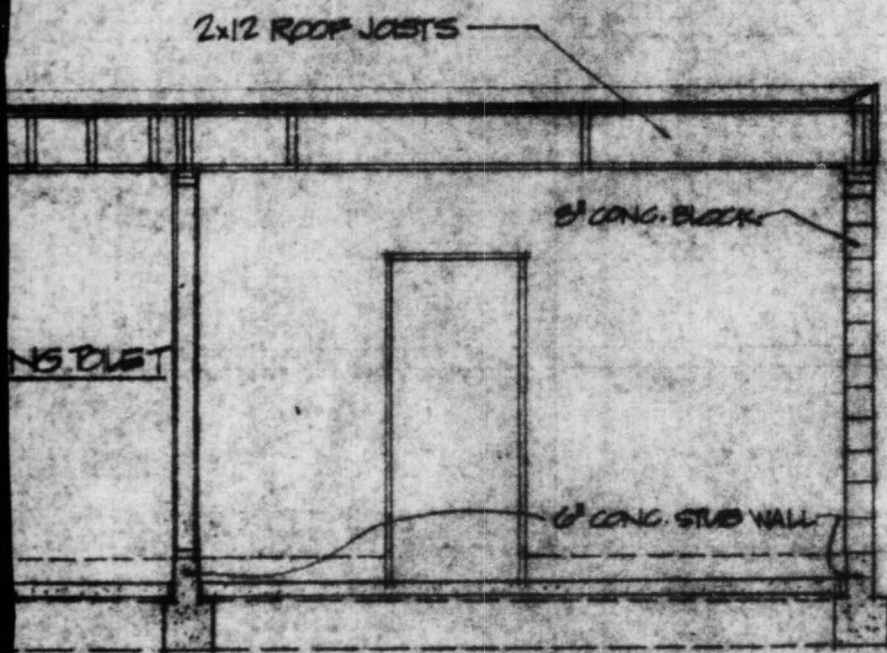


E FOOTING DETAIL
SCALE 1/8" = 1'-0"

NEW 2x4 STUD PARTITIONS



SECTION G-G

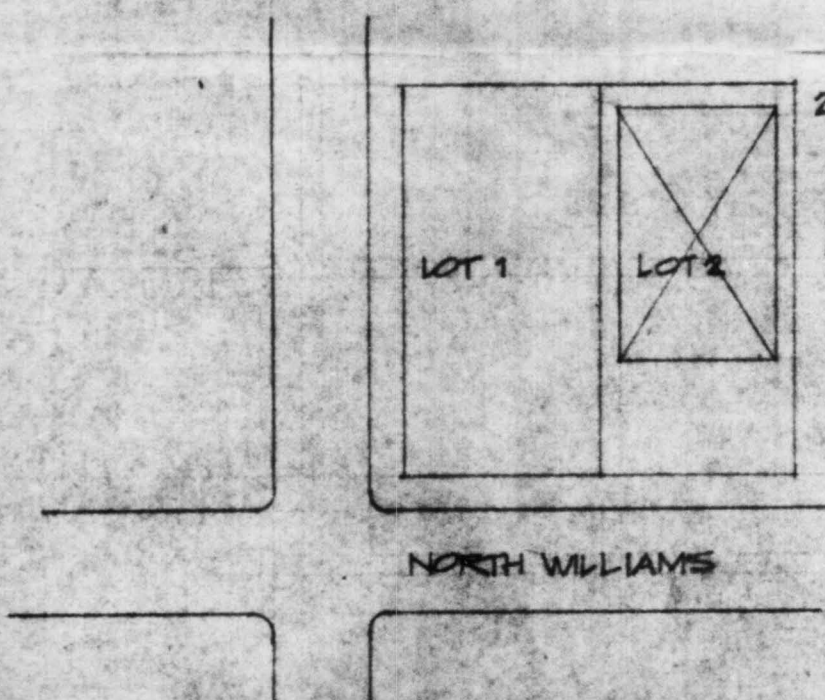
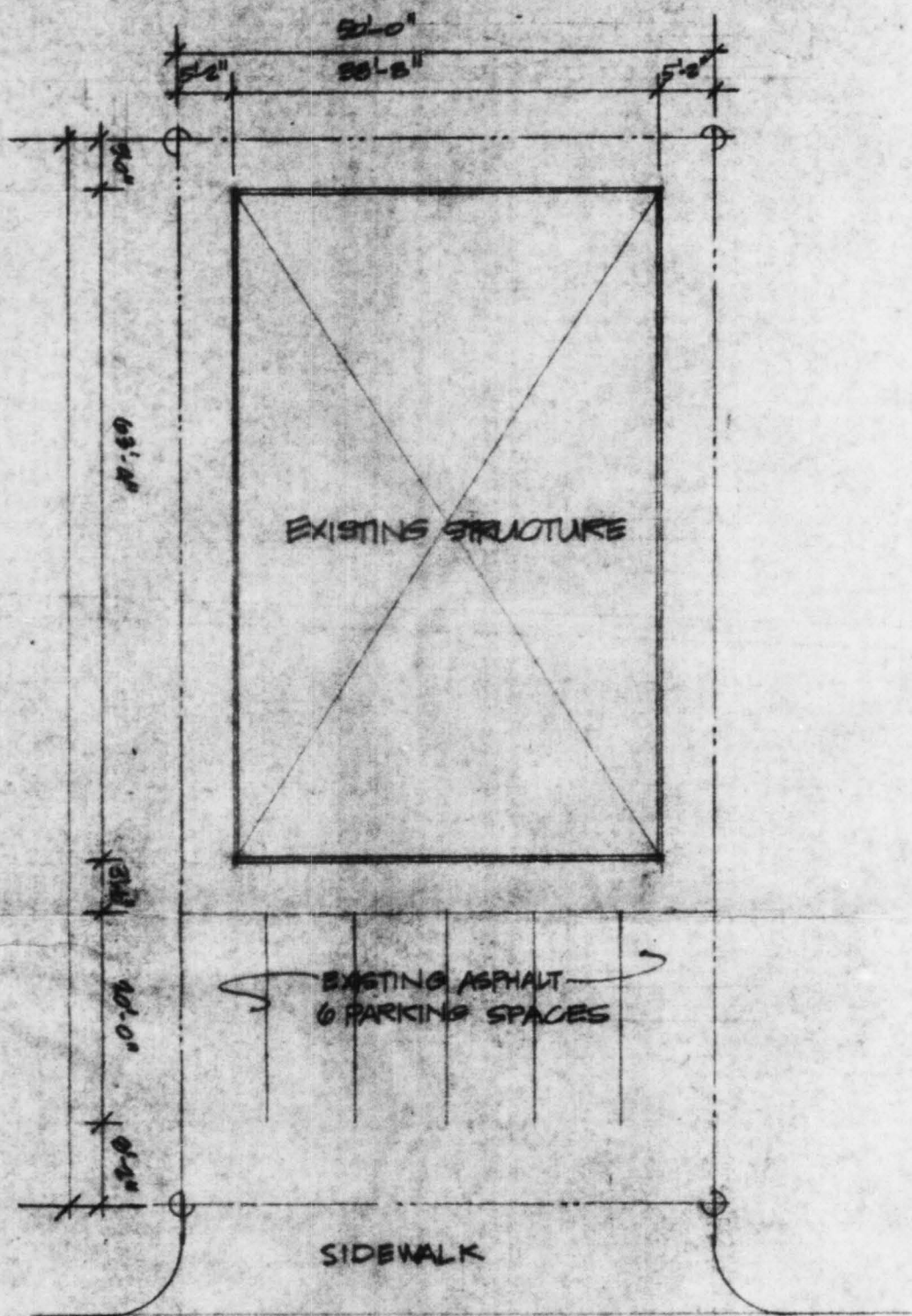


PERMIT 474483



NORTH WILLIAMS AVE.

SITE PLAN OF
EXISTING BUILDING
SCALE 1/16" = 1'-0"



2846-48 N. WILLIAMS
LOT 2, BLOCK 29,
ALBINA ADDITION;
BETWEEN GRAHAM
AND STANTON ST.

FIRE ZONE III
M-3 ZONE

REMODEL OF EXISTING BUILDING FOR
FRED HAMPTON HEALTH CLINIC

2846-2848 NORTH WILLIAMS AVE. PORTLAND OREGON

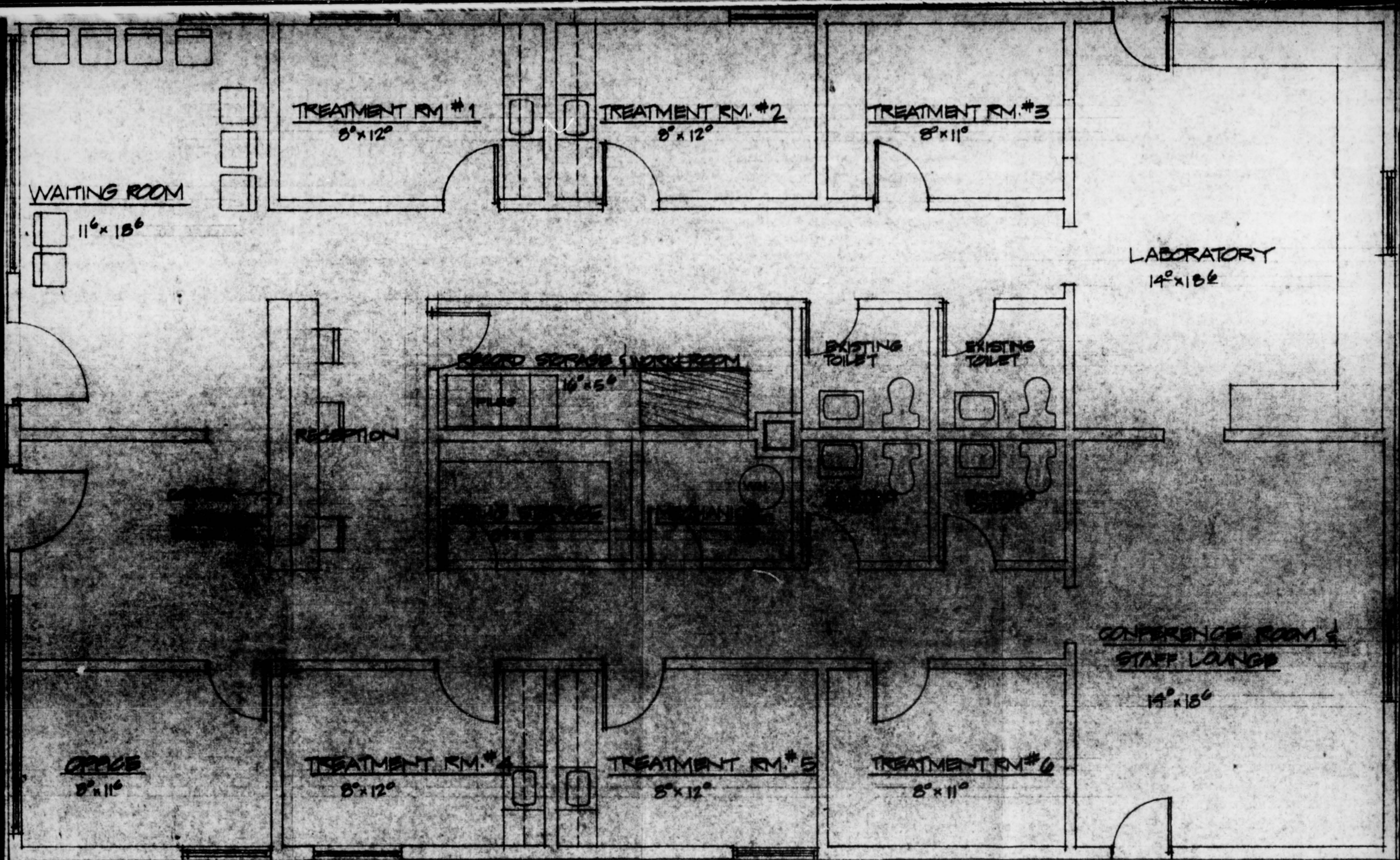
PORTLAND COMMUNITY DESIGN CENTER

200 DEKUM BUILDING
519 SW THIRD
PORTLAND, OREGON 97204-2960

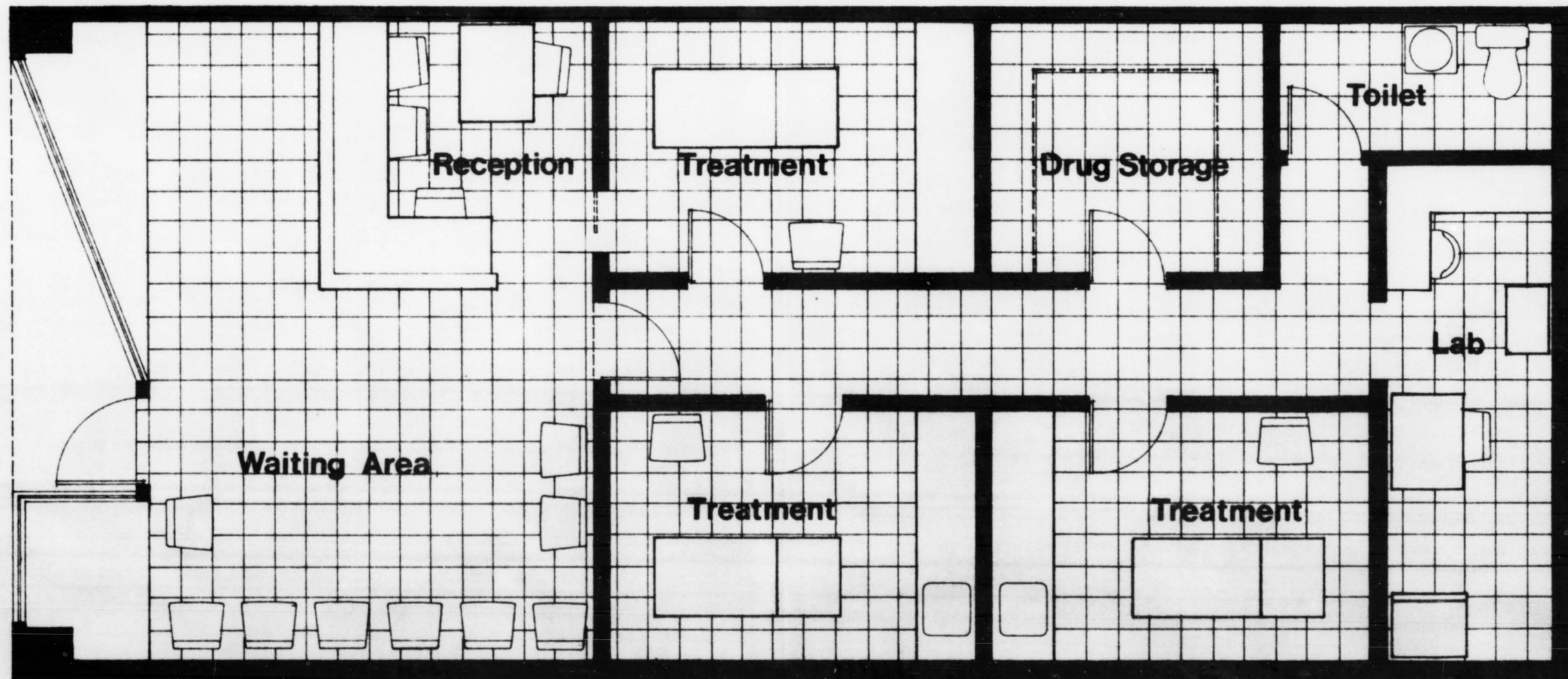
ROBERT EVENEON AIA - PROJECT ARCHITECT - 280-2960



ONE SHEET ONLY



FRED HAMMETT HEALTH CLINIC



Fred Hampton Health Clinic

SCALE 0 5 10

Existing Facilities

APPROXIMATELY 1250 SQ. FT.

PORTLAND COMMUNITY DESIGN CENTER

CDC

Tedd Chilless AIA, Director

FRED HAMPTON HEALTH CLINIC

REMODELING COST ESTIMATE PAGE 1

DESCRIPTION	MATERIAL UNIT COST	QUANTITY	IN-PLACE UNIT COST	IN-PLACE COST	MATERIAL COST
NEW 2x4 STUD WALLS	218 x 86	1853 S.F.	0 ³⁵	648	300
RECEPTION COUNTER		11 L.F.	35 ⁰⁰	385	
5/8" GYP. BD.	0 ¹² /SF	3706 S.F.	0 ³⁰	1111	445
NEW DOOR OPENING IN WOOD FRAMING		2 ea.	50	100	10
CLOSE EXISTING DOOR OPENINGS IN WOOD FRAMING		2 ea.	50	100	20
CLOSE EXISTING OPENINGS IN CONG. BLK. WALL		3 ea.	75	225	30
REMOVE EXIST. PARTITION	12 x 86	52 SF.	0 ³⁵	18	
NEW HEADER		12 L.F.	3 ⁰⁰	36	25
HANG TRIM DOORS		2 ea.	20 ⁻	40	
PAINT WALLS [EXISTING NEW]	449 x 86	3816 SF.	0 ¹³	496	70
		3706 SF	0 ²⁰	741	120
NEW BASE		436 L.F.	0 ⁴⁵	196	80
PATCH FLOOR			ALLOW	50	20
PATCH + PAINT CEILING	37 x 62	2294 SF	0 ³⁰	688	200
			ST.	4834	1320
CASEWORK - BASE WALL		75 L.F. 70 L.F.	40 ⁰⁰ 75 ⁰	3000 525	2500 300
			ST.	3525	2800

PORTLAND COMMUNITY DESIGN CENTER

CDC

Tedd Chilless AIA, Director

FRED HAMPTON HEALTH CLINIC

REMODELING COST ESTIMATE

PAGE 2.

DESCRIPTION	MATERIAL UNIT COST	QUANTITY	IN PLACE UNIT COST	IN PLACE COST	MATERIAL COST
ELECTRICAL	30	58 FIXT. @	40	2320	1740
	110V	43 outlets	10	430	400?
	220V (40%)	12 outlets	50	600	
				ST. 3350	
PLUMBING	SINKS (50%)	6 ea.	.	500 ea.	1500
VENTILATION				ST. 3000	
MINIMUM VENT @ 3 ⁰⁰ LIN. FT FOR DUCTWORK MATERIALS	6 ⁰⁰ LIN. FT FOR LABOR + MATERIALS	± 80 L.F.		480	240
				15,189	8000
CONTRACTOR'S O.H. + PROFIT @ 15%				2,278	
				\$17,467	8000
			SAY	\$17,500	\$8,000
		$\$17,500 / 2294 \text{ SF} = \$7.65 / \text{S.F.}$			

Date _____

Name Fred Hampton People's Health Clinic Operation Health Clinic Tel 288-7279Address 109 N. Russell Opr/Mgr Dr. Clarence Pruitt R/Tel 288-3009

Owner _____ Address _____ Tel _____

Attorney Jim Barnes, Legal Aid Address _____ Tel 288-6746Other 284-4815 - Kent Ford SICKLE CELL CLINIC Tel 281-1209
288-0585 - Sandra Ford

Moved into project _____ Moved to above address _____

Lease _____ Sub-lease _____ Owns Equip. _____ Rental \$100.00 Exp _____

Gas by _____ Elec by _____ Garbage by _____

Water _____ Heat by _____

No. Dwlg. Units _____ Aver. Ten. _____ Rent Range _____

Future Plans _____

Space Requirements _____ Zone _____

Date	Notes	by
3/4/71	Pays rent to Mr. Gress, Lew's Man's Shop next door. Rate \$100/mo. Mr. Gress reported on this date that they were 6 months behind, from beginning of occupancy.	WSJ
7/14/71	Talked with Sandra Ford re Health Clinic. They understand they will have to relocate. Felt they did not need our services now, but they will be looking.	WSJ
12/17/71	Spoke with Jim Barnes at Legal Aid. He indicated that John Strait at their office represents the Clinic. He will be in his office Monday.	WSJ
12/21/71	Spoke with John Strait. He verified that he is representing the Clinic and that we should direct our communications through him. He indicated that it was his understanding that the Clinic was occupying the premises on a rent-free basis. Indicated that we could pay moving expenses. He requested that the draft of business regulations which is all HUD has so far provided, be forwarded to him. Mr. Strait indicated that they had thought of going to hospital to request possible assistance from them on another space.	WSJ
12/21/71	Sent 90-day letter to Legal Aid.	WSJ
1/7/72	Sent copy of Regulations - Business.	WSJ
7/10/72	Called Jim Barnes of Legal Aid. He informed me that he was handling the legal affairs for Fred Hampton People's Health Clinic - 109 N. Russell. Said he had approached the Hospital and found a place that would be acceptable. (Same place Cathay Market wanted, but seemingly the market has no lease on property on N. Williams between Graham - Stanton.	CD

INTERVIEW REGISTER

Date		Relocation Worker
Lat 7/18/72	There has been indication from the Hospital that Cathay Market will not take the market). Barnes said that he would follow up and negotiate a move and hopefully get a lease from Hospital for Fred Hampton People's Clinic.	CD
8/2/72	Hospital has approved allowing Clinic to occupy building which Emanuel owns across from park on Williams, rent free.	WSJ
10/17	Letter to Legal Aid approving in-lieu payment and second 90-day letter.	BCW
10/27	Sent relocation claim form to Legal Aid.	BCW
12/21	H. J. Barnes brought architect's plan to PDC office. Discussed case with Helen Benjamin.	BCW
2/12	OIN called. He is sending a letter to Barnes, asking for the property.	BCW
2/15/	Received copy of OIN 2/14/73 vacate letter to Legal Aid.	BCW
2/23	Jim Barnes from Legal Aid reported. I explained that we required a schedule of the items the Clinic wants to move. He is to contact us Monday.	
3/2/73	Brief history sent to Jim Griffin re case.	WSJ
3/8/73	Memo re: 3/7/73 meeting at Clinic office with Legal Aid and Clinic officials to discuss relocation.	
3/8/73	Checked out property at 2343 N. Williams. See memo.	JC
3/16	<i>COCC RT CASE SEE BELOW</i> Meeting at Emanuel to discuss Clinic relocation. See 3/20/73 memo.	BCW
3/22	Letter from Jim Griffin to Legal Aid asking for possession. See file.	BCW
3/22	Inspected property at 2343 N. Williams and 3801-07 N.E. Union with Jim McCandlish from Legal Aid. See memo.	BCW
3/28	Received letter from Model Cities Health Working Committee. See file.	BCW
3/27	Met with Emanuel Hospital staff to discuss latest Clinic proposal. See 3/28/73 memo.	BCW
3/29	Received memo from Ray Bowman re: Joe Reuben.	BCW
3/26	Sent Bill Scott of Mayor's office a copy of Judge Beatty's opinion.	JBK
3/13 & 14	Case #388-880 in Multnomah County Circuit Court, City of Portland vs. Fred Hampton People's Health Clinic, tried in response to PDC's filing for an FED. Court decided in favor of the City.	BCW
3/9	Received a copy of the inventory of personal property.	BCW
4/3	Received copy of the proposed press release re: relocating the Clinic.	BCW
4/4	Sent copy of press release together with copy of Roger Larson's letter to Bill Scott of Mayor's office.	BCW
4/6	Notified by Legal Aid that Kent Ford will accept the N.E. Union Ave. property. See memo.	BCW
4/5	Scott called back. Was unable to get the Clinic to accept Emanuel offer.	BCW

INTERVIEW REGISTER

Date		Relocation Worker
4/12	Received copy of Roger Larson's letter to Model Cities Health Working Committee with attachments.	BCW
4/17	Telephoned Legal Aid re: Clinic's desire to purchase. See memo dated 4/17/73.	BCW
4/18	Referred property at 4922 N. Vancouver to Legal Aid. See memo of 4/18/73.	WSJ
4/19	Received advance copy of letter from City Engineer indicating street work to start first week in May. Called Legal Aid. Neither Harris nor McCandlish was in. Informed Jim Barnes of contents of letter and said we would need to have the Clinic out by the middle of next week. He said he would pass the information on to Harris.	BCW
4/23	Telephoned OIN re: 4/19/73 letter from City Engineer. He said that we should inform JBK and the Commissioners. Telephoned C. Harris and explained the situation. He said that he would contact Kent Ford and call me back.	BCW
4/24	Called Sandra Ford. Informed her of the need to move. She does not like the idea of moving into Dr. Marshall's place. She will have her husband call later today. Talked with Jim McCandlish. Told him we still hoped for a peaceful move. He said that he did not think that we would have any trouble.	BCW
4/24	<p>A meeting was held in JBK's office, involving JBK, Jean Krauss, Mike Cook, OIN, CET, Charles Makinney, Jim Robertson, Larry Van Winkle and Ben Webb. JBK said that we have:</p> <ol style="list-style-type: none"> 1. The court order re the FED. 2. Offers of relocation assistance from the Hospital and PDC. 3. A letter from the City Engineer's office indicating the time by which the property will be required. <p>He promised that he would be the contact with City Hall and the Commission. He appointed CET to coordinate all other activities.</p>	BCW
4/25	Telephoned Kent Ford at his home, 288-0585, and the Sickle Cell Clinic, 281-1209. Neither Kent nor Sandra was at either place. Telephoned Charles Harris at Legal Aid. He said that Kent had indicated to him that the Clinic could move by Friday, April 27, 1973. I explained that certain arrangements would have to be made before the move is actually made. He said that he would try to contact Kent Ford.	BCW
4/25	10:20 a.m. Kent Ford called. I explained the situation to him. He protested that they had no place to go and that we were not giving them enough time. I tried to convince him that we were serious and that if they were not out by Monday, April 30, 1973, we would have to put their personal property in storage. He said that he did not have authority to give me an answer but that they would "try to work with us." He said that he would call us back today.	BCW
4/25	1:10 p.m. Bev Keenan called from Emanuel office to say Kent Ford was in the office talking to Chet Daniels, and that he would like to talk to Ben. Ben was out of the office, so Bev called back a short time later and left a message for Ben as follows: Kent Ford requested that Ben, Stan Jones and the realtor meet with him at 10 a.m., Thursday, April 26, at a house in the 4900 block on N. Vancouver, which the Clinic is interested in.	CH

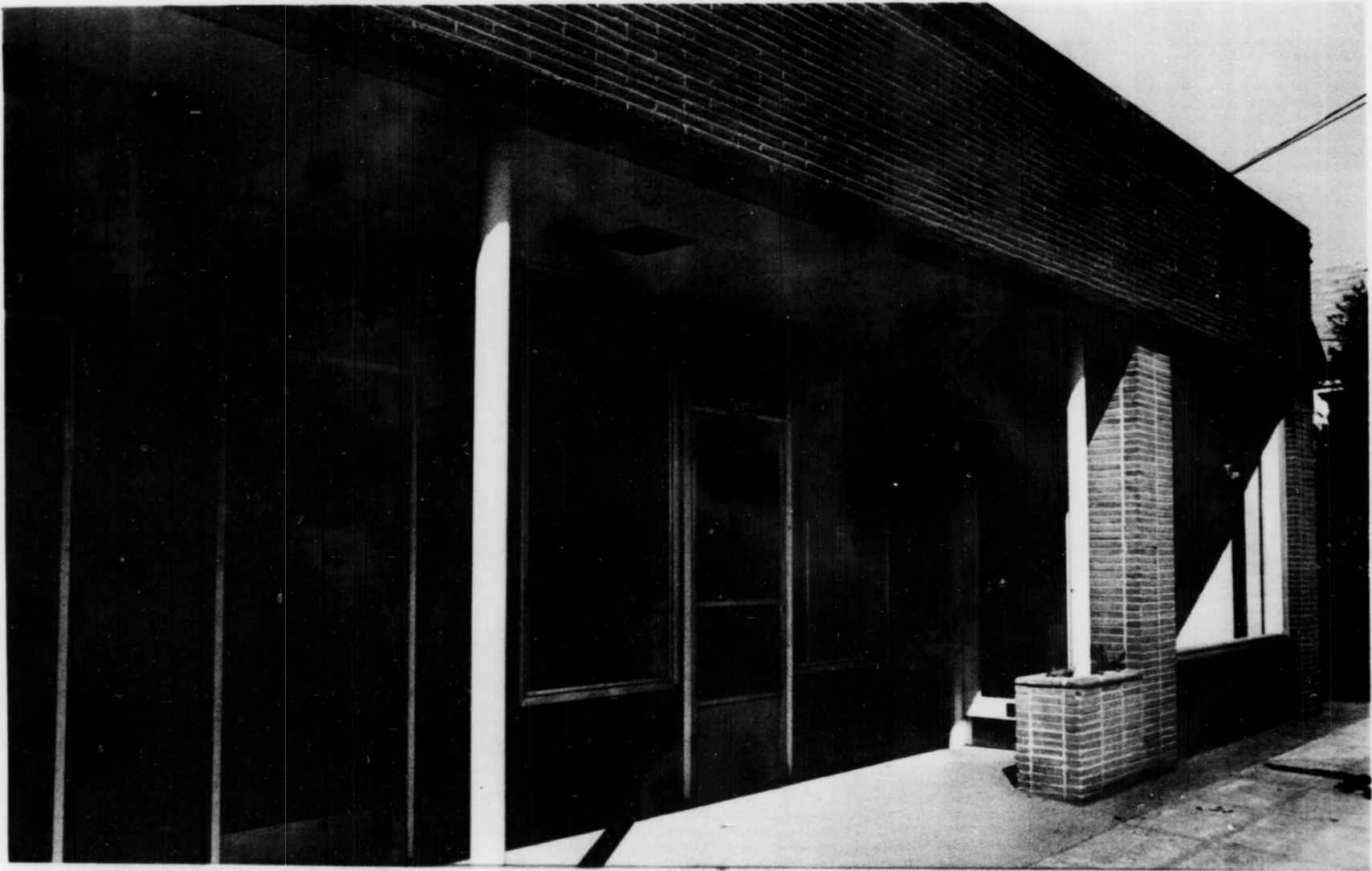
INTERVIEW REGISTER

Date		Relocation Worker
4/25 4/27 75	2:30 p.m. Raymond Joe, 288-8261, Ext. 78 (Model Cities) telephoned. He verified that the Clinic wanted the above appointment. I explained that I had talked with the realtor and had been told that he thought the property was off the market but that I am to call Jo Anne Coultard, 658-3095, the listing agent, later this p.m. to verify.	BCW
4/25	Referred two properties. See Daniels memo of 4/25/73.	BCW
4/25	Charles Harris from Legal Aid telephoned. He said that the Clinic would move into Dr. Marshall's place this week. They want to get the rent down to \$75 per month. They also asked if we had a copy of a standard lease agreement. We promised to get them one.	BCW
4/26	See memo of 4/26/73 regarding meeting at property at 4922 N. Vancouver.	BCW
4/27	4:30 p.m. Kent Ford called to say they are packing and will move over the weekend. They want to move into Dr. Marshall's place, but he is out of town, in the Bahamas, and is due back this weekend. I asked him to be sure to telephone me this weekend and confirm that things are working out. Dr. Marshall's secretary said she would have him call Kent as soon as he got back to town.	BCW
4/29	Dr. Marshall telephoned me at home - said that it was O.K. for Clinic to move in. Wants an advance payment. He also talked with Sandra Ford today. I also called Mrs. Ford. She said that the Clinic would move on Monday.	BCW
	4/30 Took the lease forms to Charles Harris at Legal Aid. Explained the need to get agreements today. He will contact Kent Ford. The Clinic has not started to move its personal property as of 11:30 p.m. today.	BCW
4/30	11:45 a.m. Met Kent Ford at the Sickle Cell Clinic. He promised that the Clinic would move tonight. Went to see Charles Harris. Delivered four copies of standard lease forms to be used to draw up a lease between the Clinic and the Hospital, and a lease between the Clinic and Dr. Marshall. Informed him that the Clinic must be out today or we would use the FED.	BCW
4/30	4 p.m. Telephoned C. Harris to see how things were going. He said that Kent Ford was in his office at that time and that he had a key from Dr. Marshall.	BCW
4/30	Checked the Clinic at 9 p.m. Move has not started. Telephoned the Fords' residence. Mrs. Ford said that the move was in progress. Checked the Clinic again at 10 and 11 p.m. Move not started.	BCW
5/1	Displaced Clinic under FED. See memo this date.	BCW
5/4	Telephoned C. Harris to check on the progress of the lease preparation. He is to call us next week.	BCW

109 N.E. RUSSELL⁷³



109 N.E. RUSSELL



Approximately 800 square feet of space in building at 2341-2343 N. Williams Ave. has been offered as a location for the Fred Hampton Peoples' Free Health Clinic. The clinic must move from present location to make way for street improvements and new public and private utilities to serve the hospital, the city's Stanton Yards, and the adjoining neighborhoods.

PORTLAND DEVELOPMENT COMMISSION

SITE OFFICE
EMANUEL HOSPITAL PROJECT
285 N. MONROE ST.
PORTLAND, OREGON 97227
PHONE 288-8169

December 22, 1971

Fred Hampton People's Health Clinic
c/o John Straft
Legal Aid
Albina Office
517 N. Killingsworth
Portland, Oregon 97211

Gentlemen:

The premises you are now occupying at the above subject address are within the boundaries of the Emanuel Hospital Urban Renewal Project. Ownership (possession) of this property was vested in (granted) the Portland Development Commission on December 2nd, 1971.

Present plans of the Portland Development Commission call for demolition of the structure which you occupy at the earliest possible date. The most recent regulations of the Department of Housing and Urban Development governing this project stipulate that lawful occupants shall not be required to surrender possession without at least 90 days written notice from the local commission. This letter is therefor to advise you that we require you to surrender possession of the above subject premises not later than March 30th, 1972. Any extension of this date must have the written approval of the Commission.

If you have any questions or wish more information please call on us at 235 N. Monroe Street, telephone 288-8169. We want to cooperate with you to the fullest extent possible in finding a new location, assisting you in your move, and obtaining for you those benefits to which you are entitled under the regulations.

Very truly yours,

PORTLAND DEVELOPMENT COMMISSION

By: W. Stanley Jones

WSJ:slc

cc: Fred Hampton People's Health Clinic
109 N. Russell
Portland, Oregon 97227

October 17, 1972

Fred Hampton People's Health Clinic
c/o Holman J. Barnes, Supervising Attorney
Legal Aid
Albina Office
517 North Killingsworth
Portland, Oregon

Gentlemen:

In compliance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, our Agency has found you eligible to receive a payment in lieu of moving and related expenses in the amount of \$2,500.00. We have enclosed a set of claim forms to be completed in respect of the payment.

Federal policy requires that payment of an in lieu benefit cannot be made until the displacee has vacated the premises acquired by the Portland Development Commission. At such time that we receive satisfactory proof of your vacation of the building at 109 N. Russell, we will direct that payment in the amount of \$2,500.00 be issued to you.

On December 22, 1971, you were notified by our office to surrender possession of the premises at 109 N. Russell to the Portland Development Commission not later than March 20, 1972. However, the complex nature of your operation and various difficulties involved with your move necessitated that you continue occupying the above subject premises. Present plans of the Portland Development Commission call for demolition of the structure which you occupy shortly after January 1, 1973. Thus, we are formally notifying you to surrender possession of the premises at 109 N. Russell on or before January 1, 1973. If you have any questions do not hesitate to call or write. We are most anxious to be of assistance.

Yours very truly,

Benjamin C. Webb
Chief, Relocation & Property Management

BCW/slg
Enclosure

WILLIAMS, MONTAGUE, STARK, HIEFIELD & NORVILLE, P. C.

ATTORNEYS AND COUNSELORS AT LAW

BOISE CASCADE BUILDING

PORTLAND, OREGON 97201

TELEPHONE 222-9966

DAVID R. WILLIAMS
MALCOLM I. MONTAGUE
DONALD R. STARK
PRESTON C. HIEFIELD, JR.
OLIVER I. NORVILLE
JAMES E. GRIFFIN
LARRY C. HAMMACK
RICHARD E. ALEXANDER

February 14, 1973

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RECEIVED

FEB 15 1973

PORTLAND DEVELOPMENT COMMISSION

Mr. Holman J. Barnes
Legal Aid
517 N. E. Killingsworth
Portland, Oregon 97211

Re: Fred Hampton Peoples'
Health Clinic
109 N. Russell

Dear Mr. Barnes:

This will advise you that the property at 109 N. Russell owned by the Portland Development Commission and occupied by Fred Hampton Peoples' Health Clinic must be vacated no later than March 1, 1973. Prior notices have been given to vacate the premises and offers have been made through its Relocation Section to provide assistance in effecting the move. The Commission, however, has received no response and the Clinic is still occupying the premises. At the present time a contract for demolition of the property is to be let on March 5, 1973, which now makes it mandatory that the Clinic move from the premises by March 1st.

The Commission has attempted to cooperate with the Clinic in bringing about this move and in providing relocation services and payments for which the Clinic may be eligible. In this regard the Clinic has indicated that it would furnish certain information entitling it to payments, which information has not been furnished. Until this is done the Commission cannot process the claim or make the payments.

In any event, the Commission must have possession of the property no later than March 1st so that it can proceed with the demolition of the structure. The Relocation Section is standing by to provide any assistance in moving that may be requested. I suggest that you

EXCELRASE
FOX RIVER

Mr. Holman J. Barnes
February 14, 1973
Page 2

or the Clinic contact the Relocation Section immediately if the Clinic is to qualify for relocation payments in connection with the move.

Very truly yours,

WILLIAMS, MONTAGUE, STARK,
HIEFIELD & NORVILLE, P. C.

OM

Oliver I. Norville

OIN:avh
cc - Ben Webb

25% COTTON

EXCELRASE

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

CITY OF PORTLAND, a Municipal
corporation, acting by and through
the PORTLAND DEVELOPMENT COMMISSION
as the duly designated Urban
Renewal Agency of the City of
Portland,

Plaintiff,

vs.

No. 388-880

FRED HAMPTON PEOPLES' HEALTH
CLINIC, AKA, FRED HAMPTON FREE
PEOPLES' CLINIC, KENT FORD, SANDRA
FORD, JOHN DOE I, II, III, IV, V,
VI, JANE DOE I, II, III, IV,

Defendants)

TRANSCRIPT OF PROCEEDINGS

March 13, 1973.

Audrey Cooper
Official Court Reporter
543 Multnomah County Courthouse
Portland, Oregon 97234

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON
2 FOR THE COUNTY OF MULTNOMAH
3

4 CITY OF PORTLAND, a Municipal)
5 corporation, acting by and through)
6 the PORTLAND DEVELOPMENT COMMISSION)
7 as the duly designated Urban)
8 Renewal Agency of the City of)
9 Portland,)
10)
11 Plaintiff,)
12)

13 vs.)

14 No. 388 880

15 FRED HAMPTON PEOPLES' HEALTH)
16 CLINIC, AKA FRED HAMPTON FREE)
17 PEOPLES' CLINIC, KENT FORD, SANDRA)
18 FORD, JOHN DOE I, II, III, IV, V,)
19 VI, JANE DOE I, II, III, IV,)
20)
21 Defendants.)

22 TRANSCRIPT OF PROCEEDINGS

23 Before: HONORABLE JOHN C. BEATTY, JR., Judge.

24 APPEARANCES:

25 MR. JAMES E. GRIFFIN of the firm of WILLIAMS,
MONTAGUE, STARK, HIEFIELD & NORVILLE, P.C.
775 Boise Cascade Building, Portland, Oregon 97201
appeared in behalf of the Plaintiff.

MR. CHARLES HARRIS of the LEGAL AID SERVICE,
517 N.E. Killingsworth, Portland, Oregon
appeared in behalf of the Defendants.

The above-entitled cause came on for trial in the
above-entitled court, Tuesday March 13, 1973, an afternoon
session, whereupon the following proceedings were had:

1 Wednesday, March 14, 1973

2:30 P.M.

2
3 ... THE COURT: Now, gentlemen, before giving my
4 opinion, I will say that I have reversed my ruling on
5 the Demurrer and will treat the offer of proof as evi-
6 dence received for purposes of deciding this case so
7 that the issues can be considered, everything can be
8 considered that has been presented.

9 At the outset I want to say that there is --
10 No question has been raised in this case and there is
11 no question in my mind as to the defendant Clinic's
12 purpose or function. It has and does perform a valuable
13 service to the community. I believe that it is desire-
14 able in the community interest that its service continue
15 and I think that ultimately as indicated by the doctor
16 who testified and as I think we all realize, ultimately
17 there will undoubtedly be numbers of neighborhood clinics
18 providing medical and socio-medical services to each
19 neighborhood in our community. But that is not the
20 narrow question which is before the Court.

21 The question that is before this Court is
22 whether the plaintiff has proved its case under the law
23 and if it has then whether the defendants have proved
24 one of their defenses under the law to the plaintiff's
25 case. Now, as to the plaintiff's complaint, it is clear

1 from the evidence and the law that the Portland
2 Development Commission is the owner of the property,
3 is entitled to immediate possession. Notice, that is
4 far more than required under any theory of law has been
5 given, and the defendants are admittedly withholding the
6 premises, withholding possession of the premises. What-
7 ever the status of the defendants, they are tenants, no
8 matter how they be considered, they are a species of
9 tenant in sufferance holding until such time as they are
10 required to move. The questions as to the defendant's
11 defenses are the ones on which the decision in the case
12 turns.

13 Now, with respect to these defenses, disre-
14 garding for purposes of my decision any narrow distinc-
15 tion between the type of defense asserted in either of
16 the affirmative answers, there is no evidence here of
17 any improper dealing on the part of the Portland
18 Development Commission with the defendant. There is no
19 evidence of any cooperation or lack of cooperation,
20 cooperation withheld or lack of cooperation in response
21 to request by the defendant's own testimony, and by the
22 exhibits which are in evidence, both parties appear to
23 have considered up until most recently, that the defen-
24 dant's movement from one location to another was a matter
25 which had been resolved and which had been taken care of.

1 There could be no question that the Development Commis-
2 sion is not responsible in any way for whatever circum-
3 stances resulted in the original solution not working
4 out. There is no evidence in the case as to where this
5 occurred, but certainly the defendants advised the
6 Commission they had found suitable premises, arrangement
7 were made to compensate them in accordance with their
8 request under the statute, and it was not until shortly
9 before the first of the year that there appeared any
10 question that this was not going to work out when this
11 took place. There is nothing in the evidence to suggest
12 that the Commission did not respond to any requests that
13 were made and the exhibits themselves suggest there were
14 problems of communication in getting in touch. The
15 Commission had difficulty in getting in touch with the
16 Clinic in response to any problems that developed. In
17 other words, there simply is no factual basis for any
18 legal findings that the plaintiff in this case, the
19 Development Commission, has not acted responsibly and in
20 response to the problem that is presented by the Clinic
21 location. If anything, the evidence is they allowed them
22 to stay as a matter of policy until they -- Allowed the
23 defendant to stay as a matter of policy until the last
24 possible moment in terms of completion of the project.
25 Now, likewise I see no evidence in the case of any

1 failure on the part of the plaintiff to do what it is
2 required to do under the Federal Law or to make available
3 any assistance or expenses that are required under the
4 Federal Law and the Commission can do - no matter what
5 it wishes to do - can do no more than it is authorized
6 to do under Federal Law and the Commission, and under
7 some circumstances its staff, would necessarily not only
8 be guilty of a dereliction of their own duty, but would
9 incur legal responsibility themselves for unauthorized
10 expenditures of funds. The plaintiff in this case, the
11 Commission, is required only to render certain specified
12 types of assistance or certain limited types of financial
13 assistance upon receiving appropriate claims and it can
14 do no more than that. It cannot legally guarantee the
15 relocation of the defendant. It cannot guarantee the
16 establishment to its satisfaction in another location and
17 does not have a right or the authority legally to do
18 anything more than the Statute authorizes it to do. I
19 want to make it clear that I cannot consider either the
20 general arguments by plaintiff that the interests of
21 other people would be adversely affected by delay any
22 more than I considered the defendant's argument that its
23 particular special interest ought to be considered to be
24 of more value than the rights of other people in that
25 particular community. In either case, the argument is

1 not responsive to the question that we have before us.

2 So, it is my conclusion therefore as a matter
3 of law, that I find as to that the plaintiff is entitled
4 to recover in its case and as to the defendant's defenses
5 there is no legal or factual defense to the plaintiff's
6 complaint and therefore the defendants are thus in the
7 position of holding unlawfully and the plaintiff is
8 entitled to a judgment for the relief prayed for and
9 such a judgment should be presented.

10 I might state that I think the case has been
11 well presented. I think the issues, both the problems
12 and the issues are clear. The Portland Development
13 Commission has stated in court that they are prepared to
14 do everything they can to assist in the relocation of
15 the premises and I would ask that if the defendants wish
16 their assistance that to the extent that the Commission
17 can legally provide it, I would ask that that be made
18 available as speedily as possible, but the assistance
19 which should be provided will have to be consistent with
20 the judgment of the Court. In other words, it will have
21 to be assistance in finding some other location. I would
22 also suggest to the Commission that if the defendants do
23 desire their assistance in this, that perhaps not only
24 their agency, but some other city agencies, perhaps
25 public agencies, can be contacted if possible in a hurry

1 to see whether or not some temporary location could be
2 provided. Whether or not this is practical, I don't know,
3 but I would simply request this courtesy of the defendant
4 that in the interest of continuity of their own operation
5 that they cooperate with the Commission and I would ask
6 as a courtesy from the Commission that they would tender
7 everything they can to the defendants to help resolve
8 the matter.

9 Thank you, gentlemen. We will be in recess.

10 (The Court adjourned)
11
12
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24
25

WILLIAMS, MONTAGUE, STARK, HIEFIELD & NORVILLE, P. C.

ATTORNEYS AND COUNSELORS AT LAW

BOISE CASCADE BUILDING

PORTLAND, OREGON 97201

TELEPHONE 222-9966

DAVID R. WILLIAMS
MALCOLM I. MONTAGUE
DONALD R. STARK
PRESTON C. HIEFIELD, JR.
OLIVER I. NORVILLE
JAMES E. GRIFFIN
LARRY C. HAMMACK
RICHARD E. ALEXANDER

March 22, 1973

CERTIFIED MAIL RETURN RECEIPT REQUESTED

FRED HAMPTON PEOPLES' HEALTH CLINIC
109 North Russell Street
Portland, Oregon 97227

RECEIVED

MAR 22 1973

PORTLAND DEVELOPMENT COMMISSION

Mr. Charles Harris
LEGAL AID SERVICE
517 N. E. Killingsworth
Portland, Oregon 97211

Gentlemen:

The judgment granting restitution of the premises at 109 North Russell Street was signed by the Honorable John C. Beatty, Jr., March 15, 1973.

This is to request that the premises be vacated, and possession thereof delivered up, together with all lock keys. Please remove all personal property and clinic implements to avoid their loss or destruction. After their removal, please advise us of any difficulties you may have with storage. It is sincerely hoped that you will do so peaceably, and without need for execution on the judgment. So there will be no misunderstanding, you are advised that the Portland Development Commission intends to levy execution of that judgment.

I understand that relocation personnel from the Commission, together with representatives of Emanuel Hospital, have been attempting to work with you in obtaining replacement quarters. The Commission sincerely hopes that those efforts will be fruitful.

Very truly yours,

WILLIAMS, MONTAGUE, STARK,
HIEFIELD & NORVILLE, P.C.

JAMES E. GRIFFIN

JEG:gs
✓cc: Ben Webb
Portland Development Commission
cc: John Kenward, Executive Director
Portland Development Commission

RECEIVED

APR 4 1973

PORTLAND DEVELOPMENT COMMISSION

2801 north gantenbein avenue • portland, oregon 97227

Emanuel Hospital
en

April 3, 1973

EX. DIR.	
DEP. DIR.	
D. OPER.	CCJ 248
D. ADM.	
D. COM. S.	
D. PLAN.	
SP. ASST.	BCW copy
Master File Copy <input checked="" type="checkbox"/>	

Fred Hampton Free Peoples Clinic
109 North Russell Street
Portland, Oregon 97227

Attention: Mr. Kent Ford

Gentlemen:

Some months ago, in August of 1972, we agreed to lease you a building at 2846 North Williams, Portland, Oregon, rent-free until August of 1977. While we realize that we have forwarded information to you through the Portland Development Commission, our Board of Directors has requested that I officially notify you through this letter of our specific offer, as follows.

In order to help you in your relocation, we are willing to re-lease from you the property at 2846 North Williams, Portland, Oregon, and to pay \$125 per month rental for the term of the lease for the purpose of your operation of a health clinic at another location. Further, it is our understanding that the Portland Development Commission does have two locations available, each of which have approximately the same square footage, and are in equal or better physical condition than the existing clinic.

This offer is good until April 16, 1973.

We look forward to a reply from you by that date, hopefully with your acceptance, in order that we can assist in this way with the relocation of the clinic.

Sincerely,

RGL
Roger G. Larson
President

RGL:ymd

cc: Portland Development Commission
Mr. Charles Harris
Mr. Robert Nelson

Note: I have discussed the question of the amount of rent with Dr. John Marshall, owner of the above-mentioned property, and he has indicated that he would rent the property for less than \$125 per month - perhaps something in the neighborhood of \$100 per month, thereby leaving an allowance for the Clinic for the payment of miscellaneous or utilities, etc.

BCW

DEPARTMENT OF PUBLIC WORKS
LLOYD E. ANDERSON
COMMISSIONER



OFFICE OF CITY ENGINEER
JAMES L. APPERSON
CITY ENGINEER

RECEIVED
APR 23 1973

PORTLAND DEVELOPMENT COMMISSION

CITY OF PORTLAND
OREGON

1220 S.W. 5TH AVENUE

April 19, 1973

EA. DIR.	
D.P. DIR.	
✓ C. OPER.	
✓ AD. ASST.	
D. COMM. S.	
D. PLAN.	
SP. ASST.	
JLR copy	
KSW	
Master File Co. ✓	

Mr. John B. Kenward, Executive Director
Portland Development Commission
1700 S.W. Fourth Avenue
Portland, Oregon 97201

Attention: James Robertson, Chief Engineer

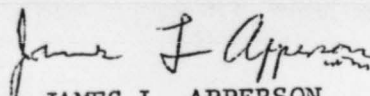
Re: Emanuel Hospital Street Project
Job No. 11707

Dear Sir:

The City's contractor for the construction of this project started work on April 16, 1973. According to his construction schedule he will be working on N. Russell Street the first week in May. If there is any delay to the contractor due to the demolition of the building, the expense will have to be absorbed by the Development Commission.

Another matter concerning this office is that to date the streets on the interior of the project have not been vacated or closed. These proceedings must start immediately for if the streets are not vacated or closed, we will be forced to construct intersections and eliminate the center strip island to provide through traffic.

Yours very truly,


JAMES L. APPERSON
City Engineer

HRL:jr

cc DIN
JBK

April 23, 1973

Mr. Charles Harris
Attorney at Law
Legal Aid Service
517 N. E. Killingsworth
Portland, Oregon 97211

Dear Mr. Harris:

Re: Relocation of the Fred Hampton People's
Health Clinic

Pursuant to our telephone conversation of this morning, the purpose of this letter is to inform you that the City's present construction plans for the widening of North Russell Street provides for work to commence the first week of May, 1973.

It is, therefore, necessary that the property now occupied by the above-mentioned Clinic be demolished before the first week in May. We therefore request your cooperation, as well as the cooperation of the Clinic, so that we may accomplish a timely relocation.

Please contact me at the earliest possible date, so that we may know the Clinic's plans. We are prepared to issue a relocation "in lieu" payment to the Clinic upon vacation of the property.

Thank you for your attention in this matter.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCM:ch

cc: Oliver I. Norville
Bill Scott, Office of the Mayor

2000

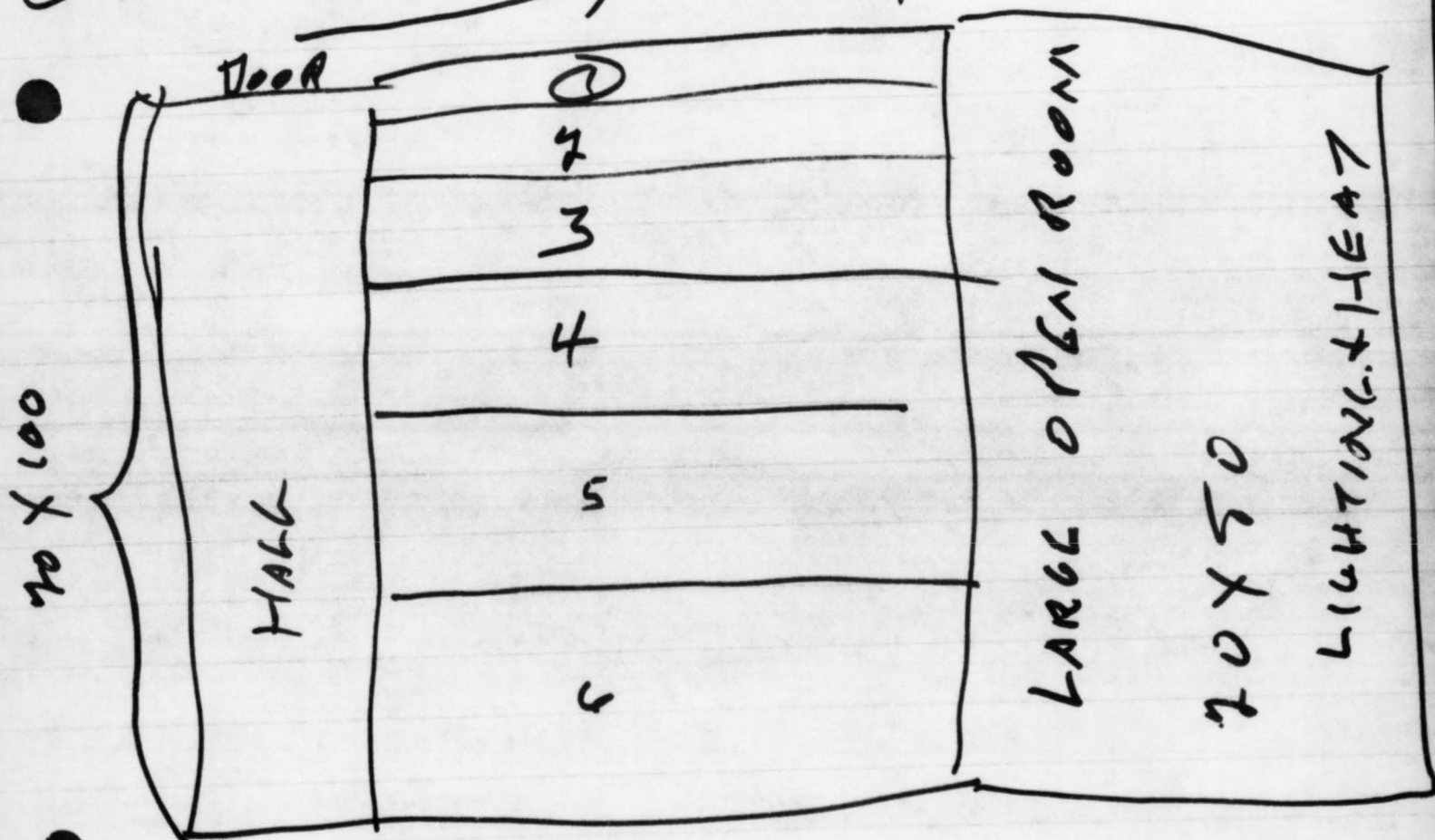
14,000

2000

12,000

5867-01 IN UNION

- ① FURNACE ROOM
- ② LARGE ROOM @ SINK & TOILET.
- ③ OFFICE - LARGE
- ④ OFFICE @ SHELVES
- ⑤ LARGE OFFICE
- ⑥ FRONT OFFICE → PARKING.



MEMORANDUM

Date May 15, 1973

TO: The File
FROM: BCW
SUBJECT: FBI Inquiry re: Fred Hampton People's Health Clinic -
Black Panther Party

Mr. Gary Auer of the FBI came in this morning to talk with me about "our continuing problems with the Fred Hampton People's Health Clinic". He mentioned that the FBI was concerned with the Black Panthers nationwide. He also said that he did not think that the local party was any threat or that they had much activity. He wanted to know whether the Clinic will continue to operate in its new location and under what name. I informed him that we had relocated the Clinic to a new site that would permit them to continue their clinical operation but that I did not know whether or not they would continue to operate under the same name.

He said that their information was that the Clinic was not performing a clinical function. I indicated that we did not think that they had much of a medical patient caseload, other than their Sickle Cell Testing Program, but that our discussions with the Emanuel Hospital people indicated that there was some activity going on but that apparently the activity now is more of a screening process. I told him that Emanuel Hospital had indicated that this screening process was of a considerable benefit to them and that they therefore felt that the Clinic was performing a worthwhile service to the community.

The discussion was rather general, and he also wanted to know whether or not we felt that the party was gearing up for "summer time". I told him that I had no direct information as to what the party may or may not be doing - in fact, I was not even sure that there was a party, but that to date I have not heard that they were active in any type of community political organization - that the organization that ~~they~~^{we} had dealt with the most in our Emanuel relocation had been EDPA, and that to my knowledge, Kent Ford had never attended an EDPA meeting.

He also wanted to know whether I thought the situation in the Albina-Union Avenue area had improved over the situation as it existed in 1967-68. I told him that I was not here in '67 and '68 and really had no feeling for the situation as it existed then.

I indicated that I did not know of any group that seemed to be plotting trouble of this sort but that trouble could develop at any time if the right issue, together with the right instigator, should appear at about the same time.

He said that they would like to keep in touch with us because of our activities in the community. He also expressed concern as to whether the cutback in Federal funds would have an adverse impact community-wide, although he admitted that there was nothing that the FBI could do. This is about all that was discussed.

BCW:ch

May 10, 1973

Mr. Charles Harris
Attorney at Law
Legal Aid Service
517 N. E. Killingsworth
Portland, Oregon 97211

Dear Mr. Harris:

Re: Fred Hampton People's Health Clinic

Prior to the time that the above-mentioned Clinic was displaced from its former location to its present quarters, verbal agreements had been reached between the Clinic, Emanuel Hospital, and the Clinic's new landlord, Dr. John Marshall, that leases would be drawn up providing for a payment of \$125 per month by Emanuel Hospital to the Clinic for the lease of a property on North Williams Avenue. The verbal agreement further provided that the amount of the payment would be paid directly to Dr. Marshall for rent at the present location.

My understanding is that to date the above-mentioned leases have not been signed. My concern is that if the required documents are not signed in the very near future, the verbal agreements will come apart and we could well find ourselves in an uncomfortable situation.

By this letter, I therefore request that you contact the Clinic and let me know when meetings can be set up with the interested parties, to get the above-mentioned documents signed.

Thank you for your attention in this matter.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCW:ch

May 7, 1973

Bob Douglas

Ben Webb

Fred Hampton People's Health Clinic Move

Please see the attached invoice from Greyhound Van Lines, No. OR69-03-0141, and note that this invoice is for expenses incurred in the move of the Fred Hampton People's Health Clinic under an F.E.D. on May 1, 1973.

The Clinic had previously filed a claim for a \$2,500 "in-lieu" payment. The so-called "in-lieu" payment is to be in lieu of all other moving expenses. However, because of the necessity to execute on the F.E.D., it was necessary that we guarantee payment to Greyhound.

I have discussed this matter with Chuck Taft and Ollie Norville, and it is their feeling, as well as mine, that we should pay the amount to Greyhound and withhold the "in-lieu" payment to the Clinic until we receive permission from them to offset the actual cost of the move against their "in-lieu" payment.

Will you, therefore, please prepare a warrant payable to Greyhound and charge the cost to the appropriate Emanuel Hospital account.

If you have any questions on this matter, please call me.

BCV:ch

Attach.

LAY IN FRED HAMPTON CLINIC
FILE.

Chronological outline - fact sheet

Copies of letters to Black Panthers
to Legal Aid
from hospital (offer to Black Panthers)
from engineer's office (re. street construction)

Copy of Court Judgement granting FED

Coordinate FED action with sheriff (disposition of personal property)
with police

Guard -- Demolition Contractor

May 7, 1973

Fred Hampton People's Health Clinic
c/o Mr. Charles Harris
Attorney at Law
Legal Aid Service
517 N. Killingsworth
Portland, Oregon 97211

Dear Mr. Harris:

Re: Fred Hampton People's Health Clinic Relocation Payment

As you are well aware, on May 1, 1973 the above-mentioned Clinic was displaced from 109 N. Russell Street under the provisions of a Forcible Entry and Detainer Order from the Circuit Court of Multnomah County.

We have now received a bill for the move from the commercial movers who actually transported the personal property from the old to the new site. The amount of the bill is \$293.31. Under the provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970, the Clinic is entitled to receive a payment for the actual reasonable moving expense, actual direct loss of tangible personal property, and actual reasonable expense in searching for a replacement site. Alternately, the Clinic may receive a payment "in lieu" of all other moving expenses in the amount of \$2,500. In the case of a claim for the actual direct loss of personal property, the payment may be made only for items which the displacee does not move and the amount may not exceed the cost to move the personal property.

The Clinic has signed a claim for the "in lieu" payment; however, because the "in lieu" payment is in lieu of all other moving expenses, it is necessary that we receive authority from the Clinic to deduct from the amount of the "in lieu" payment the amount of the moving expenses before we can make any payment to them. Failure to receive such authorization will leave us no choice but to pay the actual moving expenses, in which case the Clinic would not then be eligible for an "in lieu" payment.

To enable us to make payment as expeditiously as possible, will you please ask the Clinic to give us their authorization in writing to offset the

Fred Hampton People's Health Clinic
Page 2
May 7, 1973

moving expense from the "in lieu" payment and then pay the balance to them.

We wish to thank you for your attention in this matter.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCW:ch

MEMORANDUM

Date May 1, 1973

TO: The File

FROM: Benjamin Webb

SUBJECT: Forcible Evacuation of Fred Hampton People's Health Clinic

To quote from Shakespeare, "So fair and foul a day I have not seen." I arrived at 109 N. E. Russell at approximately 7:45 a.m. Larry Van Winkle, Stan Jones, the gas company crew, and Greyhound movers were already there. It was a beautiful sunny day, and had it not been for the work at hand, we could have felt very good.

The sheriff had not arrived, and it did not appear that any items of the Clinic's personal property had been removed. At 8:05 the sheriff's deputy arrived, following which time we forcibly opened the door to the Clinic's headquarters. Once inside, we discovered for the first time that the power had been cut. We do not know who ordered the power cut, but our understanding is that the wires were cut on the evening of April 30, 1973.

The movers began loading the Clinic's personal property on to the van. We had hoped to complete the move before any members of the Clinic arrived. We were there for approximately one hour before Kent Ford arrived, and at that time we knew that we had a problem. Mr. Ford was very hostile and generally antagonistic toward everyone and everything, as we had expected he would be. At one time he picked up a blunt instrument and started after Ernie Wiley. I had a good deal of concern, because his motions and the way that he was pursuing this course of action led me to believe that he really intended to assault Mr. Wiley. I ran after Mr. Ford and succeeded in calming him down, and this, together with Mr. Wiley's promise that he was just leaving, I think averted what could have been an unfortunate situation. At no time did Mr. Ford threaten the movers, Stan Jones, or myself. However, he did threaten Larry Van Winkle at one time with a hammer, but by this time two police cars had arrived and I was really not too concerned that he meant to do anything.

Kent Ford said, quite forcibly, that PDC was going to pay for this move and that we were not going to offset this against the \$2,500 "in lieu" payment.

A short while later, Mr. Charles Harris, attorney for Legal Aid, arrived. Mr. Harris feigned having no knowledge that the eviction was to take place today. I reminded him that I had told him quite explicitly in his office the day before - that is, April 30 - that if the Clinic had not removed its personal property from the premises that day, that they could rest assured that the sheriff would evict them the next day. I also reminded him that I had assurances from Mr. Ford during the day that they were going to move that day and that I had also had a telephone conversation with Mrs. Ford at

To: Health Clinic File
Page 2
May 1, 1973

about 9 p.m., Monday, and she had assured me that Kent and others were at that time moving.

Kent raised the question as to why he had not been notified at 8 o'clock that we were, in fact, removing his personal property from the premises. He asked that we have Mr. Kenward come out to the site. I informed him that I was not about to call my boss and tell him to come out there, but that if they wanted to, they could. They did telephone Mr. Kenward and also talked with Chas. Taft and Ollie Norville.

Later during the day, Bob Nelson of the American Friends Service Committee came by and was raising the question of how much notice the Clinic had had that the FED would take place this morning. He indicated that he wanted to get some photographers, and a short time later reporters from the Oregon Journal and KGW did arrive.

Mr. Ford asked that instead of taking the property to storage, we take it to Dr. Marshall's place at 2143 N. Williams, which we agreed to do.

All in all, things went off pretty well, although it was an extremely tense situation, because we never knew when Mr. Ford was going to "blow his cool." I think that one thing that kept things from getting out of hand was that Kent Ford was not able to draw a crowd around him. On several occasions I observed him call to passing cars, and on each occasion the driver of the car gave some reason for not stopping. Except for one old and somewhat crippled man, named Governor Coleman, and the above-mentioned Mr. Nelson and Nate Proby, no one else came and stood around. There was never a crowd.

BCW:ch

MEMORANDUM

Date April 26, 1973

TO: The File
FROM: BCW
SUBJECT: Property at 4922 N. Vancouver

WSJ and BCW met with a Mr. Raymond Joe of Model Cities, and Joanne Coultard of Red Carpet Realty, at 4922 N. Vancouver, at the request of Mr. Joe. The Clinic has indicated an interest in purchasing this property, which had been referred to them by PDC. We were shown the property by Mrs. Green, the owner. The property appears to us to be adequate to their needs and is in the proper zoning.

Mr. Joe indicated satisfaction but said that he would meet with Kent Ford and others and discuss it and let us know.

At about 11:30 a.m. Kent Ford telephoned. I informed him of the property and our reactions. I also informed him that we thought it would cost them about \$2,000 to get in. Kent objected to having to make such a large downpayment. I informed him that this size downpayment was required to pay Mrs. Green her equity and that if we paid her her equity, they would then be able to assume her existing mortgage and not have to go through such a rigorous credit and mortgage application process. Kent said that they could secure financing. He said that they would look into the matter and call us back. He also reiterated his promise to move over the weekend.

At about 2:30, Mr. Charles Harris from Legal Aid telephoned. I informed him of the day's activity. He said that he would telephone Kent Ford and see if he could not tie something down.

BCW:ch

MEMORANDUM

DATE APRIL 25, 1973

TO: BEN WEBB
FROM: CHET DANIELS
SUBJECT: LOCATION FOR HAMPTON HEALTH CLINIC

As per your request of 4-18-73, I proceeded to locate a house, large, 5-6 bedroom, with basement, in need of repair, but habitable. In my search, I contacted Lyda Seales of Herman Plummer Real Estate who came up with two possibilities, 5407 N. Williams and 3714 N. Williams. She then contacted Mr. McCandlish of Legal Aid and made these locations known to him.

Mrs. Seales has not ascertained whether the Panthers are interested in these houses at this time; however, I am in contact with her and she will keep me informed if some action is taken.

SCD:k

LAY IN FILE

April 23, 1973

John B. Kenward

Ben Webb

Emanuel Hospital Street Project - Job No. 11707

I received a copy of the City Engineer's letter of April 19, 1973, copy attached, in which he indicates that construction work on North Russell Street is scheduled to begin the first week of May. This is the street on which the property occupied by the Fred Hampton People's Health Clinic is located.

I have telephoned the Legal Aid attorney and informed him of the contents of this letter and that we would like to have the property vacated by the middle of this week or, at the very latest, the end of this week, to allow time for the demolition of the building before the first week in May.

I have also discussed this matter with Ollie Norville who suggested that I send you this memo and request that if you have no objection, we be prepared to execute on the FED if the Clinic has not, in fact, vacated by the end of this week.

May we have your feelings on this matter?

BCW:ch

cc: Ollie Norville

April 19, 1973

Mr. John B. Kenward, Executive Director
Portland Development Commission
1700 S.W. Fourth Avenue
Portland, Oregon 97201

Attention: James Robertson, Chief Engineer

Re: Emanuel Hospital Street Project
Job No. 11707

Dear Sir:

The City's contractor for the construction of this project started work on April 16, 1973. According to his construction schedule he will be working on N. Russell Street the first week in May. If there is any delay to the contractor due to the demolition of the building, the expense will have to be absorbed by the Development Commission.

Another matter concerning this office is that to date the streets on the interior of the project have not been vacated or closed. These proceedings must start immediately for if the streets are not vacated or closed, we will be forced to construct intersections and eliminate the center strip island to provide through traffic.

Yours very truly,

JAMES L. APPERSON
City Engineer

HRL: jr

Memorandum

Date April 18, 1973

To: File
From: WSJ
Subject: Hampton Clinic Relocation

The attached referral was given to Jim McCandlish, Legal Aid, as a possible site for the clinic. They have apparently already looked at one similar to this, but requiring more money. He seemed interested in this property and was going to investigate.

WSJ:k

PROPERTY ADDRESS		CITY		CROSS ST		DISTRICT	AREA CODE	BDRMS	BATHS	PRICE
4922 N Vancouver		Portland		Alberta		N	11	4	1	16,750
OWNER'S NAME		PHONE		TERMS		LOAN #		MLS #	261-73	BKR RCM
Connie Green		B-285-9321 x 203 H-267-7858								res
OWNER OCCUPIED	<input checked="" type="checkbox"/>	VACANT	<input type="checkbox"/>	POSSESSION DATE	60 days after closing	TAXES	\$213.52	SO FOOTAGE	972	STYLE
RENTAL	<input type="checkbox"/>	RENTER		PHONE	659-1791	BALANCE	\$15,432.76	LOT SIZE	50x100	AGE
LISTING BROKER		Red Carpet Realty - Milw		OFF PHONE	654-7847 &	LENDER	1st Natl	LOCK BOX	<input checked="" type="checkbox"/>	WHERE
SALESMAN		Pat Fogaras & Joanne Coultard		PHONE	658-3045	INTEREST	8 1/2%	EXCHANGE		
LEGAL		Lot 15, Blk. 1 William Add. 2				MONTHLY	\$152.64	REASON FOR SELLING		
FEATURES		VIEW		POOL		FENCE		WATER FRONT		call 1st then show
APPROX SIZE	MAIN ELVGR	UPPER LEVEL	LOWER LEVEL	INCLUDED		SEWER IN STREET		WILL SELLER PAY FHA/VA DISCOUNT		
ENTRY	15x21			W W CARPET		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> CON <input checked="" type="checkbox"/>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
LIVING	15x18			DRAPES		CESSP		2ND MTG		
DINING	8x12			RANGE		HEAT OIL <input checked="" type="checkbox"/> ELEC		LIENS		
FAMILY				DW REF		GAS		EASEMNT		
KITCHEN	5x15	12x15		WASHER		PATIO		SCHOOLS BLKS TO		
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FIREPL	<input checked="" type="checkbox"/>			INSULATION		PAVED		at corner		
UTIL				WALLS		GRAVEL				
				FLOORS		WIRED				
				GARAGE		DRYER				
				BAYLIGHT		COLOR		Redwood		
REMARKS Seller to net commissison fee & closing costs.										



7464-72

MEMORANDUM

Date April 17, 1973

TO: The File
FROM: Ben Webb
SUBJECT: Fred Hampton People's Health Clinic

Telephoned Mr. Chas. Harris of Legal Aid. Explained that we understood that the Clinic now wanted to purchase rather than rent, but that this would probably require more time than we could allow for them to stay in their present location.

Mr. Harris said that he would contact Kent Ford and call me back. Also talked with Mr. McCandlish. He asked us to look for a buying situation, bounded by Mississippi on the west, Killingsworth on the north, Seventh on the east, and Russell on the south.

The required zoning is C-2, M-3, or A-0.

BCW:ch

Leaf in file

CARBON DESTROYED

MEMORANDUM

Date April 6, 1973

TO: The File *ES*
FROM: Benjamin C. Webb
SUBJECT: Fred Hampton's Free People's Health Clinic

I had a telephone call from Mr. Charles Harris of Legal Aid, who informed me that Kent Ford had inspected the property on North Union Avenue that is presently being managed by Mr. Herman Plummer. He indicated that Kent felt that the North Union Avenue property was acceptable. I informed Mr. Harris of the conversation that we had had with Mr. Cal Toran from Mr. Plummer's office, who had expressed concern about their ability to collect the rent, but that if we could provide assurances that the rent would be paid timely, that they would be more negotiable with respect to the amount of rent that they were asking for, which started at \$200, and also with respect to the amount of refurbishing that they would be willing to do to the property.

Mr. Harris indicated that we could talk to Mr. Plummer in terms of an 18-month or two-year lease. However, Mr. Harris had heard that Emanuel Hospital was having a press conference today and he suspected that they were going to announce their construction plans. He therefore asked us not to contact Mr. Plummer until after he had heard the press release. I informed Mr. Harris that regardless of what Emanuel Hospital might say at its news conference, it was my understanding that the road construction would take place and that PDC owned the building and that our plans were that it would have to be demolished; and that therefore the move of the Panthers was required for road widening, regardless of any plans or changes in plans that Emanuel Hospital might make.

BCW:ch

Lay IN CLINIC FILE
Emanuel Hospital

2801 north gantenbein avenue • portland, oregon 97227

April 2, 1973

RECEIVED

APR 12 1973

PORTLAND DEVELOPMENT COMMISSION

EX. DIR.	
DEP. DIR.	
D. OPER.	
D. ADM.	
D. COM. S.	RB copy
D. PLAN.	
SP. ASST.	mac
BCW copy	
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Mr. Joe Reuben, Chairman
Model Cities Health Working Committee
Portland Model Cities
5329 N.E. Union Avenue
Portland, Oregon 97211

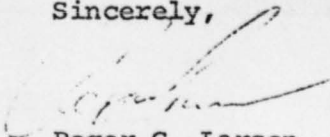
Dear Mr. Reuben:

I received your letter and the copy of the letter you wrote to John Kenward concerning the Free People's Clinic. First, we would like to state that we do recognize the value of the clinic in serving the needs of the people in the area.

Secondly, I would like to point out that we have worked with the clinic in trying to find a location and space. In August of 1972, we gave the clinic a 5 year lease at no cost to them, on the property at 2846 North Williams. At the time of this lease, we were given the impression that this was a totally acceptable provision of space. Later, Mr. Ford informed us this was not satisfactory space. We made the offer to lease back the space at \$125 per month in order that they could use that money for other space, which Mr. Ford indicated was more preferable, at Alberta and Union Avenue. I understand there is a dental office on the corner of Alberta and Union which is approximately equal in size and in good condition, that was available for approximately \$125. However, Mr. Ford said this was not acceptable.

Thus, we feel we have worked with the clinic and with PDC in an attempt to provide suitable, alternate space for the present location. We will continue our attempts to provide an alternate location.

Sincerely,


Roger G. Larson
President

cc: Mr. Robert Rogers, Chairman, Model Cities/Emanuel Liaison Committee
Mr. John Kenward, Executive Director, Portland Development Commission

sixty years of service 1912-1972

portland model cities

CITY DEMONSTRATION AGENCY
5329 N.E. UNION AVENUE
PORTLAND, OREGON 97211
288-8261

March 26, 1973

Mr. Roger Larson
Administrator
Emanuel Hospital
2801 N. Gantenbein
Portland, Oregon 97227

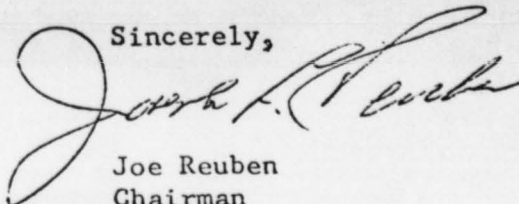
Dear Mr. Larson:

The enclosed letter to Mr. John Kenward of the Portland Development Commission states the concern of the Model Cities Health Working Committee about the ability of the Free People's Clinic to continue to serve our community.

We feel that both the Portland Development Commission and Emanuel Hospital should accept the commitment to provide for relocation and renovation of a facility suitable to the Clinic.

We hope that you will actively plan to meet this request, thereby, showing definite support and concern for the medical needs of the community in which you exist. We also feel that the continued operation of the Clinic will be of direct benefit to you in keeping some of the pressure from you for free care.

Sincerely,



Joe Reuben
Chairman

JR:dl

HEALTH
WORKING COMMITTEE

March 26, 1973

Mr. John B. Kenward
Executive Director
Portland Development Commission
1700 S. W. 4th Ave.
Portland, Oregon 97201

Dear Mr. Kenward:

At its March 22 meeting, members of the Model Cities Health Working Committee discussed the current plight of the Free People's Clinic, located at 109 N. Russell Street.

The Committee knows of the particularly important role this free clinic has played in the life of our community; in fact, even in the entire City of Portland.

It has served, and needs to continue to serve, the ill people who have come to its doors for medical attention. It has always been concerned about community health needs and issues and has been instrumental in carrying out programs of concern to us. This has meant, for instance, having pamphlets on hand dealing with health, pioneering in the community, testing, and counseling for Sickle Cell Anemia; concern about the detection and prevention of lead poisoning in our youngsters, and the prevention and treatment of venereal disease in our youth and adults.

The Clinic has survived on a shoe string and has the support and recognition of the people in our community, doctors, nurses, and others who give the Clinic free time; agencies and individuals who refer people to it, feel that this is one place in which people will be paid attention.

We are aware that the recent court hearings have upheld the eviction notice of the Clinic. We also know that the Clinic cannot exist without material help and aid in its relocation to a suitable place. We are aware that considerably more money is needed to rehabilitate the alternative facility, offered the Clinic by Emanuel Hospital, than is presently being provided for by Portland Development Commission.

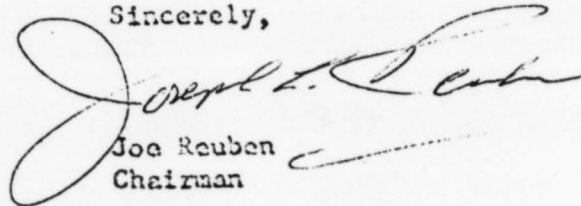
At a time when Emanuel Hospital has stated that it can no longer meet the level of "free care" it has offered the community, the need for the Free People's Clinic is greater than ever.

Mr. John B. Kenward
March 26, 1973

2

Therefore, the Health Working Committee is joining with the Clinic in requesting that Portland Development Commission and Emanuel Hospital, together, undertake relocation and renovation funding of a facility the clinic agrees is suitable to its continued operation. We also ask that, in the meantime, the Clinic be allowed to continue its operation at the present site.

Sincerely,



Joe Reuben
Chairman

JR:dl

cc: Ms. Mildred Schwab
Mr. LeRoy Patton
Mr. Roger Larson ✓
Mr. Sol Peck

April 4, 1973

Mr. William Scott
Assistant to the Mayor
City Hall
Portland, Oregon 97204

Dear Bill:

In accordance with the agreement reached through our telephone conversation of this morning, I am enclosing a copy of the April 3, 1973 letter from Mr. Roger Larson, president of Emanuel Hospital, to the Fred Hampton's Free People's Health Clinic. I am also enclosing a copy of our proposed news release.

As mentioned this morning, we would appreciate any assistance that you can give us in communicating this information to the Clinic and also in securing their agreement to the terms of the Emanuel Hospital offer.

Following our telephone conversation I also spoke with Mr. Charles Harris, attorney at the Legal Aid office on North Killingsworth. He informed me that he had not been able to contact Mr. Kent Ford with respect to the contents of the April 3, 1973 letter as of that time. He also said that he had an appointment with Mr. Larson of Emanuel for next Thursday.

Again, we would appreciate any assistance that you might be able to provide to us in arriving at a satisfactory solution to this problem.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCV:ch
Enclosures

PORTLAND DEVELOPMENT COMMISSION

1700 S.W. FOURTH AVENUE • PORTLAND, OREGON 97201 • 228-4036

NEWS RELEASE

4/4/73

Emanuel Hospital has made a second offer of a building for relocation of the Fred Hampton Peoples' Free Health Clinic, the Portland Development Commission reported Wednesday.

The building housing the clinic, at 109 N. Russell St. is due to come down for a street widening program and new public and private utilities to serve the hospital, the city's Stanton Yards, and the adjoining neighborhoods.

To provide a new location for the clinic, the hospital offered a five-year rent-free lease on a building next to a grocery store at 2846 N. Williams Avenue.

The clinic operators said extensive remodeling would be needed to make the building suitable for clinic use.

In a second offer approved by the hospital's executive committee Tuesday, the hospital has offered to sublease the 2846 N. Williams Avenue building from the clinic at a rental of \$125 per month. The rent paid by the hospital would be more than enough to rent office facilities 2341-2343 N. Williams for the clinic. The building in which these facilities are located also houses a physician's office. The proposed facility would provide approximately 800 square feet of area for the free clinic.

The Portland Development Commission said the hospital had made the offer in a letter sent Tuesday to clinic operators.

####

Mr. Kenward-

Mr. John Denny, Emanuel Hospital's PR Consultant, came in this afternoon to leave a press release he prepared on the Hampton Clinic affair. He said he has a photographer taking pictures (10) of the proposed relocation facilities. He will bring these pictures to us at least by Wednesday, April 4. He also said the Hospital is meeting with the Hampton group this afternoon and, depending on the outcome of the meeting, the press release may have to be revised. Mr. Denny also suggested that we not call a press conference in issuing the press release since he feels this response should be as low-key as possible. A press conference,, he believes, would only make the issue look like a bigger deal than it is. He said that if the controversy is not defused by the Press release then perhaps a press conference would be justified. Mr. Denny went on to say that he purposely avoided any mention of the court action in order to avoid a sense of "confrontation". He said the court ruling should be saved and used only if we need to take a more aggressive position.

CFM

Emanuel Hospital has made a new offer of a building for relocation of the Fred Hampton Peoples' Free Health Clinic, the Portland Development Commission reported Wednesday.

The building housing the clinic, at 109 N. Russell St. is due to come down for a street widening program in the urban renewal area surrounding the hospital.

To provide a new location for the clinic, the hospital took a five-year lease on a building next to a grocery store at 2846 N. Williams Avenue, and offered it to the operators of the clinic on a rent-free basis.

The clinic operators said extensive remodeling would be needed to make the building suitable for clinic use.

In a new offer, approved by the hospital's board of directors Tuesday, the hospital has offered to sublease the 2846 N. Williams Avenue building from the clinic at a rental of \$125 per month. The rent paid by the hospital in turn could be used to rent a building at 2343 N. Williams for the clinic. This building, which also houses a ^{PHYSICIANS} ~~dentist's~~ office, would provide 1444 square feet of area for the free clinic.

The PDC said the hospital had made the offer in a letter sent Tuesday to clinic operators.

####

LAY IN FRED HAMPTON CLINIC FILE

MEMORANDUM

Date March 29, 1973

TO: The File

FROM: F. Ray Bowman

SUBJECT: Information on Model Cities Health Working Committee

Joe Reuben is a young, black man, 29-30 years old. He resides at 1632 N. E. Jarrett in the Woodlawn neighborhood, but has never been active in the WIA. He has never attended a WIA meeting in the past three years to the knowledge of either NDO 1 staff or Woodlawn residents.

He has been Chairman of the Model Cities Health Working Committee for the past 4-5 months and was known to be active prior to this time. Margaret Moss was the Chairwoman of the committee for 2-3 years prior to Reuben's chairmanship. Reuben has appeared before the CPB on only one occasion in the past two years. The specific issue he was concerned with in his appearance before the CPB is not remembered.

He is not generally known in the community and most of the CDA staff known him by name only. Warren Chung, who formerly met regularly with the Health Working Committee, resigned about a year ago because he felt that the group was not functioning effectively or realistically. He termed it as a "pie-in-the sky" group.

As far as I can tell, the committee is made up of a small number of people (6-9) who have not functioned effectively for over a year's time.

I have no reading at this time as to the extent of CPB or CDA staff backing or involvement in the committee's letter or decision, but am continuing to check this matter out and will get back to you.

FRB:sp

cc: CET, CEO, BCW

March 28, 1973

John B. Kenward

Benjamin C. Webb

Meeting with Emanuel Hospital Staff Relative to the
Fred Hampton People's Health Clinic

I refer to your request for a report on the meeting of March 27, 1973, between Mr. Gustafson, vice-president of Emanuel Hospital; Mr. John Wesley, public relations officer for Emanuel Hospital; and Stan Jones and myself from PDC. We had arranged the meeting to enable us to have a meeting of minds with respect to where we stood on this matter as a result of the latest counter offer from the Clinic. The Clinic refused to accept the offer made by the Hospital to sub-lease from the Clinic the property at 2828 N. Williams Avenue which the Hospital had leased to them rent free for a five-year period, and then pay the amount of rent in respect of the sub-lease of this property to whomever the Clinic wanted to rent other quarters from. Instead, the Clinic asked that the Hospital contribute \$7,500 cash toward the renovating of the 2828 N. Williams Avenue property, in which case the Clinic promised to match the Hospital's \$7,500 in labor and donated materials.

Mr. Jones and I explained to Mr. Gustafson and Mr. Wesley our position, namely, that we felt that PDC had gone as far as possible to reach an amicable agreement with the Clinic; that we wanted Emanuel Hospital to know our position, that we did intend to execute on the F.E.D. but that present plans were that we would not take any action until we had discussed the matter with the Mayor's office and were certain that they understood the position, and that unless other developments or instructions were received by us we planned to continue to work with the Clinic to effect an amicable relocation, right up until the last possible moment; but that if this failed, we would - before executing on the F.E.D. - call a press conference and explain that because of the possibility that our actions may be misunderstood we wanted the public to have benefit of the history of this case and that we would explain to the press both the efforts that we had made and the offers that Emanuel Hospital had made to achieve a satisfactory solution to the problem.

Mr. Gustafson and Mr. Wesley generally agreed with our position. Mr. Gustafson also said that it was not certain that there would be an executive board meeting this week, and if there was not an executive board meeting the situation would remain exactly as it is right now. He also said that if there was a board meeting and the board did decide to accept this latest counter offer, he was almost certain that the board would not agree to pay \$7,500 in cash but that they would rather make a contribution in kind.

John B. Kenward
Page 2
March 28, 1973

The meeting was concluded with an agreement that whenever one or the other side decided upon a course of action, the other person would be notified if time permitted, so that insofar as possible we would each know where the other stood. Mr. Wesley also indicated that he was gratified by the fact that to date the press had not paid much attention to the activities of the Clinic. He also said that even though the Clinic had threatened to picket the Hospital until the Hospital capitulated to their demands, the picket lines had never been out for more than an hour or two each day and there were seldom more than 10 to 12 people on the line; and that in fact, for the last couple of days there had been no pickets at all. He interpreted this to mean that we could probably accomplish this without any press at all unless the Clinic made good its threat to form a human chain around the building. Mr. Gustafson also said that there was no doubt in his mind but that they would be able to find sufficient people to form such a chain.

BCW:ch

✓ A. TIR
D. D.F.
✓ S. CP. P
D. D.J.
D. COM. S. RB copy
D. PLUM
✓ SP. MISC
BCW copy

March 26, 1973

MAR 28 1973

Mr. John B. Kenward
Executive Director
Portland Development Commission
1700 S. W. 4th Ave.
Portland, Oregon 97201

At its March 22 meeting, members of the Model Cities Health Working Committee discussed the current plight of the Free People's Clinic, located at 109 N. Russell Street.

It has served, and needs to continue to serve, the ill people who have come to its doors for medical attention. It has always been concerned about community health needs and issues and has been instrumental in carrying out programs of concern to us. This has meant, for instance, having pamphlets on hand dealing with health, pioneering in the community, testing, and counseling for Sickle Cell Anemia; concern about the detection and prevention of lead poisoning in our youngsters, and the prevention and treatment of venereal disease in our youth and adults.

The Clinic has survived on a shoe string and has the support and recognition of the people in our community, doctors, nurses, and others who give the Clinic free time; agencies and individuals who refer people to it, feel that this is one place in which people will be paid attention.

We are aware that the recent court hearings have upheld the eviction notice of the Clinic. We also know that the Clinic cannot exist without material help and aid in its relocation to a suitable place. We are aware that considerably more money is needed to rehabilitate the alternative facility, offered the Clinic by Emanuel Hospital, than is presently being provided for by Portland Development Commission.

At a time when Emanuel Hospital has stated that it can no longer meet the level of "free care", it has offered the community, the need for the Free People's Clinic is greater than ever.

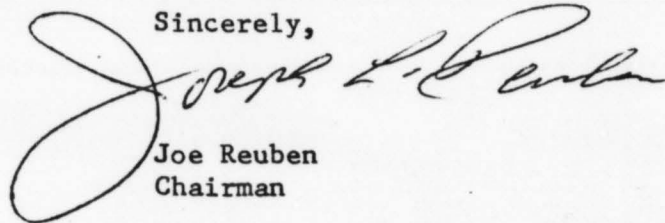
HEALTH WORKING COMMITTEE

Mr. John B. Kenward
March 26, 1973

2

Therefore, the Health Working Committee is joining with the Clinic in requesting that Portland Development Commission and Emanuel Hospital, together, undertake relocation and renovation funding of a facility the clinic agrees is suitable to its continued operation. We also ask that, in the meantime, the Clinic be allowed to continue its operation at the present site.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joe Reuben". The signature is written in dark ink and is positioned to the right of the word "Sincerely,".

Joe Reuben
Chairman

JR:d1

MEMORANDUM

Date March 22, 1973

TO: The File

FROM: Ben Webb

SUBJECT: Fred Hampton's Health Clinic
Follow-up to our Memo of March 20, 1973

Following the meeting between Emanuel Hospital, Legal Aid, Fred Hampton's Clinic and PDC, we started looking for a suitable relocation site for the Clinic. We had had discussions with the Hospital, and they had indicated that they would be willing to sub-lease the property at 2828 N. Williams Avenue from the Clinic and thereby supply the Clinic with money to pay rent elsewhere.

We located two properties that appeared to us to be adequate and which, from the standpoint of physical plant, were at least equal to the property that they now occupy on North Russell. One property is at 4845 N. E. Union and had previously been a dental office. A very crude diagram showing what is on the premises is attached; however, the drawings are not to scale.

Another property is at 2343 N. Williams Avenue.

We also looked at another property at 3801-07 North Union. However, the North Union Avenue property is not now equipped for dental or medical facilities and would require considerable plumbing and partitioning.

We informed Legal Aid and Kent Ford of these properties. Our first verbal reading from Kent Ford was that one of the dental offices would be acceptable if it was understood that this was only a temporary site and that we would continue to work on a permanent relocation.

We then had a problem with the potential landlords who wanted to be assured that they would receive their rent. We did not discuss this matter of guaranteeing the rent with Mr. Plummer, but we did get an indication from Mr. Larson that the Hospital would have no objection to making the payments to the Clinic in respect of the lease-back of the North Williams Avenue property.

Dr. Marshall, who owns the property at 2343 N. Williams Avenue, was very agreeable to our suggested plan of action if he could only have assurances from the Hospital that he would receive his rent, and he indicated that he would be very negotiable with respect to the amount of the rent. We left, believing that he would settle for whatever amount of rent Emanuel Hospital was willing to pay for the sub-lease of their own property. However, on the morning of March 22, 1973 we had a telephone call from Mr. Jim McCandlish

Memo to File
Fred Hampton's Clinic
Page 2
March 22, 1973

of Legal Aid, indicating that the Clinic had discussed the matter and had rejected the offer with a counter-offer, which was that they would contribute in labor and materials the equivalent of \$7,500 toward the renovation of the building that they have now leased from the Emanuel Hospital, and were asking that Emanuel Hospital contribute \$7,500 in cash. They said that if they could reach this agreement, they would then be willing to move.

We have discussed this matter with Mr. Kenward, Mr. Taft, Mr. Benfield, Mr. Norville and Mr. Griffin. Mr. Kenward suggested that if we don't reach an agreement now, that he have a meeting with Mr. Ford. I communicated this information to Mr. Gustafson of Emanuel Hospital. He asked that he be given one day to discuss it with members of his board and that he would call us back on the morning of March 23 with their answer.

BCW:ch

MEMORANDUM

Date March 20, 1973

TO: The File

FROM: Ben Webb

SUBJECT: Relocation of People's Health Clinic

At the request of Mrs. Kent (Sandra) Ford, a meeting was held at the Emanuel Hospital board room on March 16, 1973 for the purpose of discussing the possibilities of a satisfactory relocation for the Fred Hampton People's Free Health Clinic. The meeting was attended by Kent Ford from the Clinic; Charles Harris, attorney from Legal Aid; Roger G. Larson, president of Emanuel Hospital; Stan Jones and Ben Webb from PDC.

It was agreed that there were two pressing problems: (1) time and (2) money and materials. The major focus of the meeting was a request from the Clinic to the Hospital for money to rehabilitate or renovate the property on North Williams Avenue that Emanuel Hospital has already given to the Clinic on a five-year lease, rent free.

Legal Aid agreed that there was nothing else that PDC could do under the provisions of the Relocation Act that it had not already agreed to do. Mr. Ford said that the Clinic will not move until facilities are provided and that the Clinic would not consider moving to temporary quarters. A request was made of the Hospital that it capitalize the rental value of the property that it is willing to let the Clinic have rent free and then pay this amount to the Clinic so that it can rent another property elsewhere that did not require such extensive remodeling.

PDC recommended to the Clinic that it consider renovating only one-half of the North Williams Avenue property since the property is, in fact, two quarters. The Clinic did not indicate whether it would or would not be willing to do this. The Clinic had indicated that it could pay \$100 a month rent. We suggested to the Clinic that it capitalize the \$1,500 that it now says it could have paid PDC for the 15 months that it occupied the North Russell property which, together with the \$2,500 in-lieu payment it would be entitled to receive, might give them a substantial amount of the money that they would require for materials, and that this item, together with free labor, might be enough to get them into one-half the building. This suggestion was rejected. The Clinic said that it was unrealistic to expect that they could get free labor.

It is my opinion that the Clinic is not yet thinking in terms of solution but, rather, confrontation; and that as long as it has this orientation, we will not be able to work out any satisfactory plans for its relocation and that we should proceed with plans to execute the F.E.D.

BCW:ch

MEMORANDUM

Date March 8, 1973

TO: Ben Webb

FROM: Jim Crolley

SUBJECT: Status of rental space adjacent to Dr. Marshall's
office - 2341 N. Williams Avenue

I inquired at Dr. Marshall's office about the availability of the space in his building that appeared to be vacant. His secretary indicated that the present tenants (Black Panther's Dental Clinic) were in the process of moving and have not removed all of their personal property from the site. She also stated that she did not know when they intended to be out completely. There appeared to be, from the outside, a suite of not less than 4 rooms including the waiting room. This space would seem to be adequate in size to accomodate the present volume of client that visits the medical clinic.

JCC:k

ADDENDUM

3-8-73

Black Panther's Dental Clinic

At 4:10 p.m. today Dr. Marshall called concerning my inquiry about the space next door to his. He stated that there are two spaces there and that the Panthers have moved and that he is allowing them to store their equipment there, rent free, until their building that Emanuel has made available to them is ready for occupancy. Also, that Emanuel had offered them a space in an old existing out patient clinic but they had refused it because they wanted a new place, one that was large enough to accomodate both the Medical and Dental clinics combined and for free. He noted that it was at his insistance that they had to vacate the premises there which would indicate that those office spaces are not available to them.

DESCRIPTION

2341 N. Williams 824 sq.ft.

Reception Room outer office
Lab
Hallway, down center of bldg.
two operating rooms.
rest room

2343 N. Williams 220 sq.ft.

one office
waiting room
rest room

Heat is furnished

Rent for both is \$75.00 per month. The two offices could easily
be combined.

JCC:k

March 8, 1973

The File

BCW

Fred Hampton's People's Health Clinic

On March 7, 1973 a meeting was held at the Clinic on North Russell Street, between Mr. Kent Ford, Clinic staff member; two representatives from Legal Aid whose names I do not remember; Stan Jones, Jim Crolley and myself from PDC, for the purpose of inspecting those items of personal property that the Clinic now indicates that it wants to move and claim actual moving expenses for. The Clinic has supplied us with a copy of their inventory.

We inspected the premises and obtained the following additional information: Mr. Ford indicated that the sink and the cabinet now in the laboratory were installed by the Clinic after they moved in. He also said that the counter surrounding the sinks in examining rooms #2 and #3 were installed by the Clinic but that the sinks and all other permanently attached fixtures were there. In addition, he said that the shelving now in the storage room and the overhead light in examining room #1 were also installed by the Clinic.

After our inspection of the property, we discussed with Mr. Ford and the Legal Aid representatives the possibility of another site location that would not require a huge capital expenditure to make the necessary alterations that will be necessary before they can move into the premises on North Williams Avenue.

Mr. Ford said that they would be willing to move into any suitable quarters within the area surrounded by Killingsworth on the north, the Freeway to the west, Broadway to the south, and 15th Avenue to the east. We asked him whether they could use the premises on North Williams where they now have their dental clinic. He indicated to us that they were renting that premises and that it was too small for both a dental clinic and the health clinic.

Our inspection of the property indicates that the dental clinic is not now in operation at this location.

We also mentioned other properties, including a building on North Union Avenue, all of which Mr. Ford knew about. However, he was unwilling to entertain the idea of moving into any of these units unless PDC or Emanuel Hospital would pay for the total cost of renovating the property to their satisfaction. He said that they were unwilling to go to other possible sources of funding to secure the necessary money for renovating, because it was Emanuel Hospital and PDC who were displacing them and not the other possible sources of funding.

They also mentioned that they could not close down their operations until they had a new place to go, because they simply could not tell their doctors, nurses and patients that as of a certain date there would no longer be a clinic. However, they had previously indicated that if we would provide them with the \$17,500 required to renovate the North Williams Avenue property, they would be willing to close their doors.

We are of the opinion that their tactics at this time are to put as much pressure on PDC as they can, to see just how much money they can force out of us. We are also quite certain that the Clinic has not been in operation for some time. During our inspection of the premises we noticed dust and dirt all over counter tops, boxes and other debris on the floor and in the waiting and examining rooms, and, generally, a condition of such disorder that we cannot imagine any doctor or nurse being willing to practice medicine in such surroundings.

BCW:ch

March 2, 1973

Jim Griffin

W. Stanley Jones

Fred Hampton's Peoples' Health Clinic, Inc.

The property occupied by the Fred Hampton People's Health Clinic, Inc. was purchased from Lewis J. Gress by PDC on December 2, 1971. The previous owner had allowed the Clinic to remain in the property rent free; however, he did show a charge of \$100 per month on his records which was used as a tax write off.

In keeping with previously established Commission policy that tenants not be charged rent in excess of that formerly paid, and in view of the non-profit status of the Clinic and its stated shortage of operating funds*, it was decided that PDC would allow the Clinic to remain in occupancy without paying rent. It was anticipated, however, that this occupancy would be of a short duration, as a 90-day notice was sent on December 22, 1971, requiring vacation of the premises no later than March 30, 1972.

Satisfactory new quarters for the Clinic were located on N. Williams, just about three blocks from the previous location and on a rent-free basis, on property provided by Emanuel Hospital. We assumed that with this new location the Clinic would be moving soon and so did not push the expiration date of the 90-day notice.

An "In-Lieu" relocation payment has been offered in the amount allowed for non-profit organizations of \$2,500. The Clinic has also led us to believe that they were on the verge of moving, but apparently these have been delaying tactics. Although they at first seemed to accept the \$2,500 as adequate, the Clinic has recently requested payment for an actual move. We have cooperated in considering these requests, but they have never provided the supporting documentation, as we requested, to substantiate a claim for a larger payment for actual moving expenses.

The property is needed immediately in order that the City street and sewer project not be further delayed. The Clinic maintains it is still in occupancy, but very little actual activity has been noticed at the Clinic. It never appears to be open during the daytime.

* See newspaper articles

WSJ:ch

CIRCULATE ① TO FILE

OPERATIONS STAFF FILE

WILLIAMS, MONTAGUE, STARK, HIEFIELD & NORVILLE, P. C.

ATTORNEYS AND COUNSELORS AT LAW

BOISE CASCADE BUILDING

PORTLAND, OREGON 97201

TELEPHONE 222-9966

DAVID R. WILLIAMS
MALCOLM I. MONTAGUE
DONALD R. STARK
PRESTON C. HIEFIELD, JR.
OLIVER I. NORVILLE
JAMES E. GRIFFIN
LARRY C. HAMMACK
RICHARD E. ALEXANDER

February 14, 1973

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RECEIVED

FEB 15 1973

PORTLAND DEVELOPMENT COMMISSION

Mr. Holman J. Barnes
Legal Aid
517 N. E. Killingsworth
Portland, Oregon 97211

Re: Fred Hampton Peoples'
Health Clinic
109 N. Russell

Dear Mr. Barnes:

This will advise you that the property at 109 N. Russell owned by the Portland Development Commission and occupied by Fred Hampton Peoples' Health Clinic must be vacated no later than March 1, 1973. Prior notices have been given to vacate the premises and offers have been made through its Relocation Section to provide assistance in effecting the move. The Commission, however, has received no response and the Clinic is still occupying the premises. At the present time a contract for demolition of the property is to be let on March 5, 1973, which now makes it mandatory that the Clinic move from the premises by March 1st.

The Commission has attempted to cooperate with the Clinic in bringing about this move and in providing relocation services and payments for which the Clinic may be eligible. In this regard the Clinic has indicated that it would furnish certain information entitling it to payments, which information has not been furnished. Until this is done the Commission cannot process the claim or make the payments.

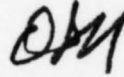
In any event, the Commission must have possession of the property no later than March 1st so that it can proceed with the demolition of the structure. The Relocation Section is standing by to provide any assistance in moving that may be requested. I suggest that you

Mr. Holman J. Barnes
February 14, 1973
Page 2

or the Clinic contact the Relocation Section immediately if the Clinic is to qualify for relocation payments in connection with the move.

Very truly yours,

WILLIAMS, MONTAGUE, STARK,
HIEFIELD & NORVILLE, P. C.



Oliver I. Norville

OIN:avh
cc - Ben Webb

MEMORANDUM

Date December 21, 1972

TO: The File

FROM: Benjamin C. Webb

SUBJECT: Fred Hampton's Peoples Health Clinic

Mr. Holman J. Barnes of Legal Aid and attorney for the Clinic brought the architect's plans for the replacement unit to the office at 9 a.m. At 4 p.m. Mr. W. S. Jones and I had a conference ^{WITH HELEN JO BENJAMIN} to discuss the Clinic's options in light of their expressed desires.

The architect has estimated that the remodeling job will cost \$17,500, of which \$8,000 will be for materials. This is considerably more than originally expected, and the Clinic is now thinking in terms of filing a claim for expenses of actual moving costs if this would be more to their benefit. The questions before us now are:

1. To establish which properties now on the occupied real property the Clinic has a right to move as personal property.
2. How much of the cost to move such personal property qualifies as an allowable relocation cost under the provisions of Chapter 6, Section 5 of Handbook 1371.1.

It was agreed at the beginning that this was to be an exploratory discussion and no final decisions would be made at this time. However, it was decided that we would proceed to secure the following additional information:

1. An inventory of all items of personal property which the Clinic plans to move.
2. Determine which of these properties are the personal property of the Clinic.

We will also need to determine whether or not the forced air vent system and the larger drain system required by the City may qualify.

BCW:ch

DAY IN FICE

October 27, 1972

Mr. Holman J. Barnes, Jr.
Supervising Attorney
Legal Aid Service
517 N. E. Killingsworth
Portland, Oregon 97211

Dear Mr. Barnes:

As requested during our telephone conversation today, we are enclosing two claim forms covering the relocation payment for the People's Health Clinic.

Enclosed is a stamped, addressed envelope in which the signed claim forms may be returned to our office.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCW:ch
Enclosure

J.C.

EVANUGG

LAY IN FILE

LEGAL AID SERVICE

MULTNOMAH BAR ASSOCIATION

ALBINA OFFICE

517 N. E. KILLINGSWORTH - 288 6746 - PORTLAND, OREGON 97211

JAY FOLBERG
DIRECTOR

EX. DIR.	
A. DIR.	
✓ D. OPER.	ETWAB.
SP. ACT.	
✓ BCW	

July 21, 1972

RECEIVED

JUL 24 1972

Mr. Benjamin Webb
Chief, Relocation Branch
Portland Development Commission
1700 S. W. Fourth Avenue
Portland, Oregon 97201

PORTLAND DEVELOPMENT COMMISSION

Leg in file

Re: Relocation of Fred Hampton People's
Health Clinic

Dear Mr. Webb:

Pursuant to our conversations regarding relocation of the Clinic, the Clinic representatives and officers have located what appears to be a suitable relocation site at 2846 N. Williams Avenue, Portland, Oregon. The relocation site is located approximately three city blocks from the present location at 109 N. Russell Street.

The Clinic is willing to move to the relocation site noted above if the relocation benefit, payable to a displaced non-profit organization in the sum of \$2,500, is made available to the Clinic for necessary costs of improving the relocation structure and making it amenable to their use.

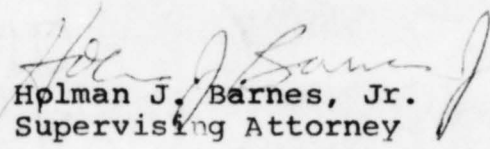
Under the applicable provisions of Chapter 6, Section 5, Relocation Handbook, I submit that the Clinic should probably be eligible for the payment in lieu of moving and related expenses in the amount of \$2,500. Although the site to be acquired is geographically close to the present site, the non-profit organization cannot be relocated without a substantial loss of existing patronage, such existing patronage being determined at the initial date of the project. Since the project has substantially altered the character of the neighborhood and is expected to completely change it, excluding all but a very limited number of the present residents, the project itself has resulted in a great loss of the Clinic's patient/client community. The Health Clinic has no other establishment performing the same or similar activity and, I believe, accordingly, should be deemed qualified and eligible for receipt of the above payment in lieu of moving and related expenses.

I enclose for your information a pamphlet which was prepared to assist the Clinic in obtaining help in relocation. This pamphlet briefly noted the purposes and activities of the Clinic.

- 2 -

Please advise me of your feelings on this matter so that the Clinic can proceed at the earliest time to prepare for its relocation.

Very truly yours,


Holman J. Barnes, Jr.
Supervising Attorney

HJB/mlw

Enc: One

January 7, 1971

Fred Hampton People's Health Clinic
c/o John Strait
Legal Aid
Albina Office
517 N. Killingsworth
Portland, Oregon 97211

Dear Mr. Strait:

Enclosed is a xerox copy of the HUD Business Relocation Handbook as recently received by this office.

Please contact me if I can be of any assistance.

Very truly yours,

W. Stanley Jones
Relocation Supervisor

WSJ:sic

cc: Fred Hampton People's Health Clinic
109 W. Russell
Portland, Oregon 97227

P-2

FRED HAMPTON HEALTH CLINIC

SITE DATA:

*write letter
to Jim Barnes*

The subject is an irregular shaped lot part of which has been taken for street improvements. It has 50' frontage on Russell; is 100.1' deep; a total land area of 7,818 sq.ft. It is level to the street grade and there is offstreet parking. It has all public utilities connected, paved streets and concrete sidewalks.

IMPROVEMENTS :

The two story brick veneer building was originally constructed during 1911. It was modernized during 1957 with a brick front, new metal sash windows, completely rewired, a modern furnace room installed with a forced warm air gas fired unit and an automatic gas hot water heater.

There is a full basement with concrete floors, posts and beams, concrete walls and brick pilasters.

The first tenant, Lew's Men's Shop, occupies approximately 1,100 sq.ft.; has a modern display room ; a dressing room with modern cabinets; a side storage room; a lavatory consisting of two white plumbing fixtures; a sewing room and an office. All lights are modern. The asphalt floors are in good shape. It has a burglar alarm system.

The doctor's office has approximately 1,100 sq.ft. It has a modern front, a reception room and office. It is finished with sheetrock and asphalt floors, mahogany doors and trim. There are four examination rooms, three sinks, one laboratory and storage room and one lavatory finished with two white fixtures.

The second floor apartments are walk-up type. They are both the same, each having a front room, a living room, two bedrooms, a bath with three white fixtures, a modern kitchen, circulator oil heat, lath and plaster finish.

The upstairs apartments are rented for \$45.00 a month each. The ground floor, occupied by the owner, has no rent. The doctor's office, although vacant, will be given a fair rental value by the appraiser's analysis of rents for modern clinics.

LEGAL AID SERVICE

MULTNOMAH BAR ASSOCIATION

ALBINA OFFICE

LAIRD KIRKPATRICK
DIRECTOR

517 N. E. KILLINGSWORTH - 288 8748 - PORTLAND, OREGON 97211

RECEIVED

JUN 6 1973

PORTLAND DEVELOPMENT COMMISSION

June 1, 1973

EX. DIR.	
✓ DEP. DIR.	
D. OPER.	
D. ADM.	
D. COM. S.	
D. PLAN.	
SP. ASST.	
BCW copy	
Master File Copy ✓	

Mr. Ben Webb
Portland Development Commission
1700 S.W. 4th Avenue
Portland, Oregon 97201

RE: Fred Hampton People's Free Health Clinic
(Relocation payment)

Dear Mr. Webb:

Please remit at your earliest convenience a check to the clinic for its full "in lieu" payment of \$2500. We do not believe that the \$293.31 can rightfully be deducted from the in lieu payment.

NOT
LAW

The amount sought to be deducted arises out of the sheriff's execution of the judgment, and under Oregon law is considered as a cost and disbursement of the FED action. Since the PDC, as a party to the FED, has already waived its right to recover costs and disbursements incurred in the FED action, it is now precluded from attempting to recover such costs and disbursements from the clinic.

SEE
REGS

Additionally, the Relocation Act, Regulations and Handbook do not contemplate payment by the Agency to a third party where such payment was not previously authorized by the displacee. Since the displacee here, the Clinic, did not authorize payment to anyone else, the act of the Agency in making payment to the moving company was unwarranted, unauthorized and without legal basis.

We therefore request that, in accordance with the applicable laws, the "in lieu" payment of \$2500 be promptly paid to the clinic. Thank you for your cooperation.

Sincerely,

Charlie Harris

Charlie Harris
Attorney at Law

AUTHORIZATION TO
DELECT RECEIVED
JUNE 11, 1973
JHCW

cc: Kent Ford, Fred Hampton Clinic
Jim Griffin

TA

THIS INDENTURE OF LEASE, made and entered into this 1st day of May, 1973, by and between Dr. John Marshall

hereinafter called the lessor, and Fred Hampton People's Free Health Clinic

hereinafter called the lessee,
 WITNESSETH: In consideration of the covenants, agreements and stipulations herein contained on the part of the lessee to be paid, kept and faithfully performed, the lessor does hereby lease, demise and let unto the said lessee those certain premises, as is, situated in the City of Portland, County of Multnomah and State of Oregon, known and described as follows:

2341 N. Williams and 2343 N. Williams

Have and to Hold the said described premises unto the said lessee for a period of time commencing with the 1st day of May, 1973, at and for a rental of \$ 100.00 per month for the whole of the said term payable in lawful money of the United States of Oregon, City of Portland, State of Oregon, at the following times and in the following amounts, to-wit:

\$100.00 per month, payable in advance, without demand or billing, by the first day of each month, and from month-to-month thereafter, such payment to be made directly from Emanuel Hospital as provided in the Sublease Contract between Emanuel Hospital and lessee herein.

In consideration of the leasing of said premises and of the mutual agreements herein contained, each party hereto does hereby expressly covenant and agree to and with the other, as follows:

**LESSEE'S
ACCEPTANCE
OF LEASE**

(1) The lessee accepts said letting and agrees to pay to the order of the lessor the rentals above stated for the full term of this lease, in advance, at the times and in the manner aforesaid.

**USE OF
PREMISES**

(2a) The lessee shall use said demised premises during the term of this lease for the conduct of the following business: Health Clinic

and for no other purpose whatsoever without lessor's written consent.

(2b) The lessee will not make any unlawful, improper or offensive use of said premises; he will not suffer any strip or waste thereof; he will not permit any objectionable noise or odor to escape or to be emitted from said premises or do anything or permit anything to be done upon or about said premises in any way tending to create a nuisance; he will not sell or permit to be sold any spirituous, vinous or malt liquors on said premises, excepting such as lessee may be licensed by law to sell and as may be herein expressly permitted.

(2c) The lessee will not allow the leased premises at any time to fall into such a state of repair or disorder as to increase the fire hazard thereon; he shall not install any power machinery on said premises except under the supervision and with written consent of the lessor; he shall not store gasoline or other highly combustible materials on said premises at any time; he will not use said premises in such a way or for such a purpose that the fire insurance rate on the building in which said premises are located is thereby increased or that would prevent the lessor from taking advantage of any rulings of the Insurance Rating Bureau of the state in which said leased premises are situated or its successors, which would allow the lessor to obtain reduced premium rates for long term fire insurance policies.

(2d) Lessee shall comply at lessee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of said leased premises.

UTILITIES

(3) The lessee shall pay for all ~~heat~~, light, water, power and other services or utilities used in the above demised premises during the term of this lease.

**REPAIRS AND
IMPROVEMENTS**

(4a) The lessor shall not be required to make any repairs, alterations, additions or improvements to or upon said premises during the term of this lease, except only those hereinafter specifically provided for; the lessee hereby agrees to maintain and keep said leased premises, including heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank, in good order and repair during the entire term of this lease at lessee's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof in the windows and doors of said premises with glass of as good or better quality as that now in use; lessee further agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the lessor first being obtained.

(4b) The lessor agrees to maintain in good order and repair during the term of this lease the exterior walls, roof, gutters, downspouts and foundations of the building in which the demised premises are situated and the sidewalks thereabouts

It is understood and agreed that the lessor reserves and at any and all times shall have the right to alter, repair or improve the building of which said demised premises are a part, or to add thereto and for that purpose at any time may erect scaffolding and all

other necessary structures about and upon the demised premises and lessor and lessor's representatives, contractors and workmen for that purpose may enter in or about the said demised premises with such materials as lessor may deem necessary therefor, and lessee waives any claim to damages, including loss of business resulting therefrom.

**LESSOR'S
RIGHT OF
ENTRY**

(5) It shall be lawful for the lessor, his agents and representatives, at any reasonable time to enter into or upon said demised premises for the purpose of examining into the condition thereof, or any other lawful purpose.

**RIGHT OF
ASSIGNMENT**

(6) The lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest herein, or permit any other person or persons whomsoever to occupy the demised premises without the written consent of the lessor being first obtained in writing; this lease is personal to said lessee; lessee's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the lessee, or in any other manner, except as above mentioned.

LIENS

(7) The lessee will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

**ICE, SNOW,
DEBRIS**

(8) If the premises herein leased are located at street level, then at all times lessee shall keep the sidewalks in front of the demised premises free and clear of ice, snow, rubbish, debris and obstruction; and if the lessee occupies the entire building, he will not permit rubbish, debris, ice or snow to accumulate on the roof of said building so as to stop up or obstruct gutters or downspouts or cause damage to said roof, and will save harmless and protect the lessor against any injury whether to lessor or to lessor's property or to any other person or property caused by his failure in that regard.

**OVERLOADING
OF FLOORS**

(9) The lessee will not overload the floors of said premises in such a way as to cause any undue or serious stress or strain upon the building in which said demised premises are located; or any part thereof, and the lessor shall have the right, at any time, to call upon any competent engineer or architect whom the lessor may choose, to decide whether or not the floors of said premises, or any part thereof, are being overloaded so as to cause any undue or serious stress or strain on said building, or any part thereof, and the decision of said engineer or architect shall be final and binding upon the lessee; and in the event that the engineer or architect so called upon shall decide that in his opinion the stress or strain is such as to endanger or injure said building, or any part thereof, then and in that event the lessee agrees immediately to relieve said stress or strain either by reinforcing the building or by lightening the load which causes such stress or strain in a manner satisfactory to the lessor.

**ADVERTISING
SIGNS**

(10) The lessee will not use the outside walls of said premises, or allow signs or devices of any kind to be attached thereto or suspended therefrom, for advertising or displaying the name or business of the lessee or for any purpose whatsoever without the written consent of the lessor; however, the lessee may make use of the windows of said leased premises to display lessee's name and business when the workmanship of such signs shall be of good quality and permanent nature; provided further that the lessee may not suspend or place within said windows or paint thereon any banners, signs, sign-boards or other devices in violation of the intent and meaning of this section.

**LIABILITY
INSURANCE**

~~(11) The lessee further agrees at all times during the term hereof, at his own expense, to maintain, keep in effect, furnish and deliver to the lessor liability insurance policies in form and with an insurer satisfactory to the lessor, insuring both the lessor and the lessee against all liability for damages to person or property in or about said leased premises, the amount of said liability insurance shall not be less than \$..... for injury to one person, \$..... for injuries arising out of any one accident and not less than \$..... for property damage. Lessee agrees to and shall indemnify and hold lessor harmless against any and all claims and demands arising from the negligence of the lessee, his officers, agents, invitees and/or employees, as well as those arising from lessee's failure to comply with any covenant of this lease on his part to be performed, and shall at his own expense defend the lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against lessor in any such suit or action.~~

FIXTURES

(12) All partitions, plumbing, electrical wiring, additions to or improvements upon said leased premises, whether installed by the lessor or lessee, shall be and become a part of the building as soon as installed and the property of the lessor unless otherwise herein provided.

**LIGHT
AND AIR**

(13) This lease does not grant any rights of access to light and air over the property.

**DAMAGE BY
CASUALTY,
FIRE AND
DUTY TO
REPAIR**

(14) In the event of the destruction of the building in which said leased premises are located by fire or other casualty, either party hereto may terminate this lease as of the date of said fire or casualty, provided, however, that in the event of damage to said building by fire or other casualty to the extent of..... per cent or more of the sound value of said building, the lessor may or may not elect to repair said building; written notice of lessor's said election shall be given lessee within fifteen days after the occurrence of said damage; if said notice is not so given, lessor conclusively shall be deemed to have elected not to repair; in the event lessor elects not to repair said building, then and in that event this lease shall terminate with the date of said damage; but if the building in which said leased premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than said extent and lessor elects to repair, as aforesaid, then the lessor shall repair said building with all convenient speed and shall have the right to take possession of and occupy, to the exclusion of the lessee, all or any part of said building in order to make the necessary repairs, and the lessee hereby agrees to vacate upon request, all or any part of said building which the lessor may require for the purpose of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent as the nature of the injury or damage and its interference

with the occupancy of said leased premises by said lessee shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by said lessee, then there shall be no abatement of rent and the lessor shall repair said damage with all convenient speed.

**WAIVER OF
SUBROGATION
RIGHTS**

(15) Neither the lessor nor the lessee shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvement of which the leased premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either lessor or lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the lessor and the lessee that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide his own insurance protection at his own expense, and that each party shall look to his respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the lessor nor the lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

**EMINENT
DOMAIN**

(16) In case of the condemnation or appropriation of all or any substantial part of the said demised premises by any public or private corporation under the laws of eminent domain, this lease may be terminated at the option of either party hereto on twenty days written notice to the other and in that case the lessee shall not be liable for any rent after the date of lessee's removal from the premises.

**FOR SALE
AND
FOR RENT
SIGNS**

(17) During the period of days prior to the date above fixed for the termination of said lease, the lessor herein may post on said premises or in the windows thereof signs of moderate size notifying the public that the premises are "for sale" or "for rent" or "for lease."

**DELIVERING
UP
PREMISES
ON
TERMINATION**

(18) At the expiration of said term or upon any sooner termination thereof, the lessee will quit and deliver up said leased premises and all future erections or additions to or upon the same, broom-clean, to the lessor or those having lessor's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted, as the same are now in or hereafter may be put in by the lessor.

**ADDITIONAL
COVENANTS
OR
EXCEPTIONS**

(19)

**ATTACHMENT
BANKRUPTCY
DEFAULT**

PROVIDED, ALWAYS, and these presents are upon this condition, that if the lessee shall be in arrears in the payment of said rent for a period of ten days after the same becomes due, or if said lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on lessee's part to be done, kept, performed and observed and such default shall continue for ten days or more after written notice of such failure or neglect shall be given to lessee, or if said lessee shall be declared bankrupt or insolvent according to law, or if any assignment of lessee's property shall be made for the benefit of creditors, or if on the expiration of this lease lessee fails to surrender possession of said leased premises, then and in either of said cases or events, the lessor or those having lessor's estate in the premises, lawfully, at his or their option, immediately or at any time thereafter, without demand or notice, may enter into and upon said demised premises and every part thereof and repossess the same as of lessor's former estate, and expel said lessee and those claiming by, through and under lessee and remove lessee's effects at lessee's expense, forcibly if necessary and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

**HOLDING
OVER**

In the event the lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy from month to month which may be terminated at will at any time by the lessor.

ATTORNEY
FEES AND
COURT COSTS

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees on such appeal. The lessee agrees to pay and discharge all lessor's costs and expenses, including lessor's reasonable attorney's fees that shall arise from enforcing any provision or covenants of this lease even though no suit or action is instituted.

WAIVER

Any waiver by the lessor of any breach of any covenant herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

NOTICES

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the U. S. Registered Mails with postage fully prepaid, and if intended for the lessor herein then if addressed to said lessor at No. 2337 N. Williams Street, Portland, Oregon and if intended for the lessee, then if addressed to the lessee at No. 517 N. E. Killingsworth Street, Portland, Oregon. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight hours after the deposit thereof in said U. S. Registered Mails.

HEIRS AND
ASSIGNS

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and, so far as this lease is assignable by the term hereof, to the assigns of such parties.

In construing this lease, it is understood that the lessor or the lessee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written, any corporate signature being by authority of its Board of Directors.

John D. Marshall

FRED HAMPTON PEOPLE'S FREE CLINIC

BY: *Reut Ford*

LEASE

BUSINESS PROPERTY

(FORM No. 812)

DR. JOHN MARSHALL

TO

FRED HAMPTON PEOPLE'S

FRED HEALTH CLINIC

PREMISES

2343 N. Williams

Portland, Oregon

Date May 1, 1973

Expires , 19

7212 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TA

73 THIS INDENTURE OF LEASE made and entered into this 1st day of May 1972 by and between FRED HAMPTON FREE PEOPLE'S HEALTH CLINIC, which is the lessor in the lease contract, dated August, 1972, and which is herein the sublessor, EMANUEL LUTHERAN CHARITY BOARD, which is the lessor in the lease contract dated August, 1972, and which is herein the sublessee.

....., hereinafter called the lessee,
WITNESSETH: In consideration of the covenants, agreements and stipulations herein contained on the
part of the lessee to be paid, kept and faithfully performed, the lessor does hereby lease, demise and let unto the
said lessee, these certain premises, as is, situated in the City of **Portland**, County of
Multnomah and State of **Oregon**, known and described as follows:

That certain one-story sement block building designated as 2846 North Williams Avenue.

To Have and to Hold the said described premises unto the said lessee for a period of time commencing with the 1st day of August, 1977, and ending at midnight of the 30th day of August, 1977, at and for a rental of \$ 8500.00 for the whole of the said term payable in lawful money of the United States at Portland, City of Oregon, State of Oregon, at the following times and in the following amounts, to-wit:

payable in advance, without demand or billing, by the first day of each month, a monthly rental of \$125.00; provided that, so long as lesser is renting other premises from Dr. John Marshall at 2343 N. Williams, \$100 of such monthly rental will be paid directly to Dr. Marshall; upon expiration of any lease made between Dr. Marshall and lessor herein, the foregoing provision will lapse and be of no further effect; ~~that, should the lessee realize income from said described premises in an amount greater than \$125.00 per month, it will pay to lessor the rental amount stated herein.~~ Lessee accepts said building in an "as is" condition.

In consideration of the leasing of said premises and of the mutual agreements herein contained, each party hereto does hereby expressly covenant and agree to and with the other, as follows:

**LESSEE'S
ACCEPTANCE
OF LEASE**

(1) The lessee accepts said letting and agrees to pay to the order of the lessor the rentals above stated for the full term of this lease, in advance, at the times and in the manner aforesaid.

USE OF PREMISES

The Lessee shall use said demised premises during the term of this Lease for the following business:

and for no other purpose whatsoever without lessor's written consent.

(2b) The lessee will not make any unlawful, improper or offensive use of said premises; he will not suffer any strip or waste thereof; he will not permit any objectionable noise or odor to escape or to be emitted from said premises or do anything or permit anything to be done upon or about said premises in any way tending to create a nuisance; he will not sell or permit to be sold any spirituous, vinous or malt liquors on said premises, excepting such as lessee may be licensed by law to sell and as may be herein expressly permitted.

(2c) The lessee will not allow the leased premises at any time to fall into such a state of repair or disorder as to increase the fire hazard thereon; he shall not install any power machinery on said premises except under the supervision and with written consent of the lessor; he shall not store gasoline or other highly combustible materials on said premises at any time; he will not use said premises in such a way or for such a purpose that the fire insurance rate on the building in which said premises are located is thereby increased or that would prevent the lessor from taking advantage of any rulings of the Insurance Rating Bureau of the state in which said leased premises are situated or its successors, which would allow the lessor to obtain reduced premium rates for long term fire insurance policies.

(2d) Lessee shall comply at lessee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of said leased premises.

UTILITIES

UTILITIES (3) The lessee shall pay for all heat, light, water, power and other services or utilities used in the above demised premises during the term of this lease.

REPAIRS AND IMPROVEMENTS

REPAIRS AND IMPROVEMENTS (4a) The lessor shall not be required to make any repairs, alterations, additions or improvements to or upon said premises during the term of this lease, except only those hereinafter specifically provided for; the lessee hereby agrees to maintain and keep said leased premises, including heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank, in good order and repair during the entire term of this lease at lessee's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof in the windows and doors of said premises with glass of as good or better quality as that now in use; lessee further agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the lessor first being obtained.

(4b) The lessor agrees to maintain in good order and repair during the term of this lease the exterior walls, roof, gutters, downspouts and foundations of the building in which the demised premises are situated and the sidewalks thereabouts ~~and without expense to lessor~~

It is understood and agreed that the lessor reserves and at any and all times shall have the right to alter, repair or improve the building of which said demised premises are a part, or to add thereto and for that purpose at any time may erect scaffolding and all

other necessary structures about and upon the demised premises and lessor and lessor's representatives, contractors and workmen for that purpose may enter in or about the said demised premises with such materials as lessor may deem necessary therefor, and lessee waives any claim to damages, including loss of business resulting therefrom.

**LESSOR'S
RIGHT OF
ENTRY**

(5) It shall be lawful for the lessor, his agents and representatives, at any reasonable time to enter into or upon said demised premises for the purpose of examining into the condition thereof, or any other lawful purpose.

**RIGHT OF
ASSIGNMENT**

(6) The lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest herein, or permit any other person or persons whomsoever to occupy the demised premises without the written consent of the lessor being first obtained in writing; this lease is personal to said lessee; lessee's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the lessee, or in any other manner, except as above mentioned.

LIENS

(7) The lessee will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

**ICE, SNOW,
DEBRIS**

(8) If the premises herein leased are located at street level, then at all times lessee shall keep the sidewalks in front of the demised premises free and clear of ice, snow, rubbish, debris and obstruction; and if the lessee occupies the entire building, he will not permit rubbish, debris, ice or snow to accumulate on the roof of said building so as to stop up or obstruct gutters or downspouts or cause damage to said roof, and will save harmless and protect the lessor against any injury whether to lessor or to lessor's property or to any other person or property caused by his failure in that regard.

**OVERLOADING
OF FLOORS**

(9) The lessee will not overload the floors of said premises in such a way as to cause any undue or serious stress or strain upon the building in which said demised premises are located, or any part thereof, and the lessor shall have the right, at any time, to call upon any competent engineer or architect whom the lessor may choose, to decide whether or not the floors of said premises, or any part thereof, are being overloaded so as to cause any undue or serious stress or strain on said building, or any part thereof, and the decision of said engineer or architect shall be final and binding upon the lessee; and in the event that the engineer or architect so called upon shall decide that in his opinion the stress or strain is such as to endanger or injure said building, or any part thereof, then and in that event the lessee agrees immediately to relieve said stress or strain either by reinforcing the building or by lightening the load which causes such stress or strain in a manner satisfactory to the lessor.

**ADVERTISING
SIGNS**

(10) The lessee will not use the outside walls of said premises, or allow signs or devices of any kind to be attached thereto or suspended therefrom, for advertising or displaying the name or business of the lessee or for any purpose whatsoever without the written consent of the lessor; however, the lessee may make use of the windows of said leased premises to display lessee's name and business when the workmanship of such signs shall be of good quality and permanent nature; provided further that the lessee may not suspend or place within said windows or paint thereon any banners, signs, sign-boards or other devices in violation of the intent and meaning of this section.

**LIABILITY
INSURANCE**

(11) The lessee further agrees at all times during the term hereof, at his own expense, to maintain, keep in effect, furnish and deliver to the lessor liability insurance policies in form and with an insurer satisfactory to the lessor, insuring both the lessor and the lessee against all liability for damages to person or property in or about said leased premises; the amount of said liability insurance shall not be less than \$.....-0-..... for injury to one person, \$.....-0-..... for injuries arising out of any one accident and not less than \$.....-0-..... for property damage. Lessee agrees to and shall indemnify and hold lessor harmless against any and all claims and demands arising from the negligence of the lessee, his officers, agents, invitees and/or employees, as well as those arising from lessee's failure to comply with any covenant of this lease on his part to be performed, and shall at his own expense defend the lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against lessor in any such suit or action.

FIXTURES

(12) All partitions, plumbing, electrical wiring, additions to or improvements upon said leased premises, whether installed by the lessor or lessee, shall be and become a part of the building as soon as installed and the property of the lessor unless otherwise herein provided.

**LIGHT
AND AIR**

(13) This lease does not grant any rights of access to light and air over the property.

**DAMAGE BY
CASUALTY,
FIRE AND
DUTY TO
REPAIR**

~~(14) In the event of the destruction of the building in which said leased premises are located by fire or other casualty, either party hereto may terminate this lease as of the date of said fire or casualty; provided, however, that in the event of damage to said building by fire or other casualty to the extent of ----- per cent or more of the sound value of said building, the lessor may or may not elect to repair said building; written notice of lessor's said election shall be given lessee within fifteen days after the occurrence of said damage; if said notice is not so given, lessor conclusively shall be deemed to have elected not to repair; in the event lessor elects not to repair said building, then and in that event this lease shall terminate with the date of said damage; but if the building in which said leased premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than said extent and lessor elects to repair, as aforesaid, then the lessor shall repair said building with all convenient speed and shall have the right to take possession of and occupy, to the exclusion of the lessee, all or any part of said building in order to make the necessary repairs, and the lessee hereby agrees to vacate upon request, all or any part of said building which the lessor may require for the purpose of making necessary repairs; and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent as the nature of the injury or damage and its interference~~

~~with the occupancy of said leased premises by said lessee shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by said lessee, then there shall be no abatement of rent and the lessor shall repair said damage with all convenient speed.~~

**WAIVER OF
SUBROGATION
RIGHTS**

(15) Neither the lessor nor the lessee shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvement of which the leased premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either lessor or lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the lessor and the lessee that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide his own insurance protection at his own expense, and that each party shall look to his respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the lessor nor the lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

**EMINENT
DOMAIN**

~~(16) In case of the condemnation or appropriation of all or any substantial part of the said demised premises by any public or private corporation under the laws of eminent domain, this lease may be terminated at the option of either party hereto on twenty days written notice to the other and in that case the lessee shall not be liable for any rent after the date of lessee's removal from the premises.~~

**FOR SALE
AND
FOR RENT
SIGNS**

(17) During the period of days prior to the date above fixed for the termination of said lease, the lessor herein may post on said premises or in the windows thereof signs of moderate size notifying the public that the premises are "for sale" or "for rent" or "for lease."

**DELIVERING
UP
PREMISES
ON
TERMINATION**

(18) At the expiration of said term or upon any sooner termination thereof, the lessee will quit and deliver up said leased premises and all future erections or additions to or upon the same, broom-clean, to the lessor or those having lessor's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted, as the same are now in or hereafter may be put in by the lessor.

**ADDITIONAL
COVENANTS
OR
EXCEPTIONS**

(19) **Non-cancellability of Lease:** This lease cannot be cancelled by either lessor or lessee for any reason whatsoever, regardless of the present or future condition of the leased premises, and regardless of any change in the condition of the leased premises, no matter what may be the cause of such change or destruction of such premises.

(20) The rental obligation of Emanuel Hospital hereunder shall cease in the event that the demised premises cease to be operated as a health clinic and, further, that such payments shall cease in the event of the assignment of this lease to any other party, whether or not such facility shall be continued as a health clinic.

**ATTACHMENT
BANKRUPTCY
DEFAULT**

PROVIDED, ALWAYS, and these presents are upon this condition, that if the lessee shall be in arrears in the payment of said rent for a period of ten days after the same becomes due, or if said lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on lessee's part to be done, kept, performed and observed and such default shall continue for ten days or more after written notice of such failure or neglect shall be given to lessee, or if said lessee shall be declared bankrupt or insolvent according to law, or if any assignment of lessee's property shall be made for the benefit of creditors, or if on the expiration of this lease lessee fails to surrender possession of said leased premises, then and in either of said cases or events, the lessor or those having lessor's estate in the premises, lawfully, at his or their option, immediately or at any time thereafter, without demand or notice, may enter into and upon said demised premises and every part thereof and repossess the same as of lessor's former estate, and expel said lessee and those claiming by, through and under lessee and remove lessee's effects at lessee's expense, forcibly if necessary and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

**HOLDING
OVER**

In the event the lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy from month to month which may be terminated at will at any time by the lessor.

ATTORNEY
FEES AND
COURT COSTS

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees on such appeal. The lessee agrees to pay and discharge all lessor's costs and expenses, including lessor's reasonable attorney's fees that shall arise from enforcing any provision or covenants of this lease even though no suit or action is instituted.

WAIVER

Any waiver by the lessor of any breach of any covenant herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

NOTICES

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the U. S. Registered Mails with postage fully prepaid, and if intended for the lessor herein then if addressed to said lessor at No. Legal Aid, 517 N.E. Killingsworth Street, Portland, Oregon 97211 and if intended for the lessee, then if addressed to the lessee at No. 2801 N. Garfield Street, Portland, Oregon 97227. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight hours after the deposit thereof in said U. S. Registered Mails.

HEIRS AND
ASSIGNS

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and, so far as this lease is assignable by the term hereof, to the assigns of such parties.

In construing this lease, it is understood that the lessor or the lessee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written, any corporate signature being by authority of its Board of Directors.

EMANUEL LUTHERAN CHARITY BOARD

BY

By

FRED HAMPTON PEOPLE'S FREE CLINIC

BY X

By X

SUB
LEASE

BUSINESS PROPERTY

(FORM No. 812)

FRED HAMPTON PEOPLE'S

FREE CLINIC

TO

EMANUEL LUTHERAN

CHARITY BOARD

PREMISES

Date

, 19

Expires

, 19

7212 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

June 13, 1973

Fred Hampton Free People's Health Clinic
c/o Legal Aid Service
517 N. E. Killingsworth
Portland, Oregon 97211

Attention: Mr. Charles Harris, Attorney at Law

Gentlemen:

Enclosed is our Warrant No. 774 EH in the amount of \$2,206.69. This represents the Business In-Lieu payment in the amount of \$2,500, minus \$293.31 paid to the Grayhound Moving Company as authorized by your letter of June 8, 1973.

This is the net amount to which you are entitled as a result of being displaced by the Emanuel Hospital Project.

We wish to thank you for your attention in this matter. If we may be of further assistance, please let us know.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCW:ch
Enclosure

PORTLAND DEVELOPMENT COMMISSION1700 S.W. FOURTH AVENUE
PORTLAND, OREGON 97201N^o 774 EHDATE June 13, 19 73PAY TO **Fred Hampton Free People's Health Clinic**

\$ 2,206.69

DOLLARS

TO THE TREASURER OF THE
CITY OF PORTLAND, OREGONAUTHORIZED SIGNATURE
NON-NEGOTIABLE

AUTHORIZED SIGNATURE

Portland Development Commission 224-4800

DETACH BEFORE DEPOSITING CHECK

DATE	INVOICE OR CONTRACT NOS.	DESCRIPTION	AMOUNT
		Reimbursement per Claim for Relocation Payment filed. Move from 109 N. Russell (Parcel RS-4-7).	
		Business in Lieu Payment \$2,500.00	
		Less amount paid to Greyhound	
		Moving Company WAR # 755 EH DTD 5/7/73 <u>293.31</u>	<u>\$2,206.69</u>

Account Distribution

NO.

TITLE

AMOUNT

0600 E60 901

RELOCATION PAYMENT

okume

PROJECT: EMANUEL HOSPITALPARCEL: RS-4-7PAYABLE TO: FRED HAMPTON FREE PEOPLES CLINIC

For: RHP for Homeowners \$
Incidental Expenses for Homeowners or Tenants \$
RHP - Tenants & Certain Others - Rental: Total approved \$; Annual amount \$
RHP - Tenants & Certain Others - Downpayment \$
Settlement Costs (on acquisition by LPA only) \$
Interest Expense \$
Fixed Moving Payment \$
Dislocation Allowance \$
Actual Moving Costs \$
Storage Costs \$
Business: Moving Expenses \$
X Business: In Lieu Payment \$ 2500.00
Business: Storage Costs \$
Business: Loss of Property \$
Business: Searching Expenses \$

Name of Client Fred Hampton Free Peoples Clinic ☐ Family Less - \$ 293.31*Move from 109 N. Russell Business ☐ Individual Total \$ 2206.69

Accounting: Indicate symbol and Accounting No.

Relocation Payment; Project Cost *()

(*) BUSINESS IN LIEU PAYMENT \$2500.00
 LESS AMOUNT PAID TO GRAYHOUND
 MOVING COMPANY 293.31
 CHECK PAYABLE TO FRED HAMPTON
 FREE PEOPLES CLINIC \$2206.69

APPENDIX 23. GUIDEFORM DETERMINATION OF ELIGIBILITY FOR RELOCATION PAYMENT (BUSINESS)

<p>(For Local Agency Use Only)</p> <p>DETERMINATION OF ELIGIBILITY FOR RELOCATION PAYMENT (BUSINESS)</p>	<p>NAME OF CONCERN FRED HAMPTON FREE PEOPLES CLINIC RS 4-7</p> <p>NAME OF LOCAL AGENCY Portland Development Commission</p> <p>PROJECT OR PROGRAM IDENTIFICATION: EMANUEL - ORE. R-20</p>
--	--

INSTRUCTIONS: Complete Block A, D, and E for all payments. Complete Block B if claim is for a payment in lieu of actual moving and related expenses. Complete Block C if claim is for a payment for actual moving and related expenses. Attach the completed form to the claim form(s) filed by the claimant. Attach an explanation of any difference in the amount claimed and the amount approved. NOTE: No claim for a relocation payment in excess of \$10,000 shall be paid without the prior concurrence of HUD.

A. BASIC INFORMATION

1. Claimant is (check one): ☐ Business concern ☒ Nonprofit organization ☐ Farm operation

2. Date of HUD approval of project or program: 4/24/71

3. Direct cause of displacement: Acquisition by LPA

4. Date move started: 5/1/73 5. Date move completed: 5/1/73

6. Date claim filed: 10/30/72 7. If applicable, date storage authorized: _____

B. PAYMENT IN LIEU OF ACTUAL MOVING AND RELATED EXPENSES

1. Is the business part of a commercial enterprise having another establishment in the same or similar business which is not being acquired? ☐ Yes ☒ No

2. Can the business be relocated without substantial loss of its existing patronage? ☐ Yes ☒ No

State basis for agency determination: _____

3. Amount of payment

a. Average annual net income: N/A - Non-Profit

As reported by claimant: \$ _____ As verified by agency: \$ _____

b. State basis for agency verification: _____

c. Amount of payment: \$2,500.00 (If verified amount is less than \$2,500, payment shall be in the amount of \$2,500. If verified amount is more than \$10,000, payment shall be in the amount of \$10,000.)

C. PAYMENT FOR ACTUAL MOVING AND RELATED EXPENSES

Item	Amount claimed	Amount approved	Authorized Signature	Date
1. Moving expenses, including \$ covering storage	\$	\$		
2. Direct loss of property	\$	\$		
3. Searching expenses	\$	\$		
4. Total (Sum of Lines 1, 2, and 3)	\$	\$		

D. CERTIFICATION: I certify that I have examined this claim, and have found it to be in accord with all applicable provisions of Federal Law and the Regulations issued by the Department of Housing and Urban Development pursuant thereto. Therefore, this claim is approved and payment is authorized in the amount of \$ 2,500.00.

6-13-73 DATE

[Signature] Authorized Signature

E. RECORD OF PAYMENTS MADE

DATE	CHECK NUMBER	AMOUNT	DATE	CHECK NUMBER	AMOUNT
		\$			\$
		\$			\$

ok
pending
instructions
from
Jim Borne
10/8

MEMORANDUM

Date June 13, 1973

TO: The File
FROM: BCW
SUBJECT: Claim Form - Fred Hampton's Health Clinic

Please note that the attached claim forms are copies. The originals were submitted into court as evidence for the March 13 - 14 trial. These copies were secured from the court by Mr. Jim Griffin and are being accepted in lieu of the originals.

BCW:ch

R I

JUN 11 1973

PORTLAND DEVELOPMENT COMMISSION

June 8, 1973

Mr. Ben Webb
Portland Development Commission
1700 S.W. 4th Av.
Portland, Oregon 97201

Dear Mr. Webb,

On behalf of the Fred Hampton People's Free Health Clinic, I hereby authorize the deduction of \$293.31 from the in-lieu payment of \$2500 to which we would otherwise be entitled. Thank you for the prompt attention to this matter.

Kent Ford

APPENDIX 18. GUIDEFORM CLAIM FOR RELOCATION PAYMENT (BUSINESS)

CLAIM FOR RELOCATION PAYMENT (BUSINESS)		PROJECT NAME (If applicable)	
NAME, ADDRESS, AND ZIP CODE OF LOCAL AGENCY		PROJECT NUMBER	
INSTRUCTIONS: Complete all items on this page except: If claim is for moving and related expenses as documented on Schedules A, B, and/or C, omit Block 12; if claim is for a payment in lieu of moving and related expenses as documented on Schedule D, omit Block 11. As used on this form the term "concern" includes business concerns, nonprofit organizations, and farm operations.			
NOTE: If claim exceeds \$10,000, the local agency must obtain HUD concurrence prior to making payment.			
1. NAME UNDER WHICH BUSINESS CONCERN CONDUCTS BUSINESS		3. NAME AND ADDRESS OF PERSON FILING THIS CLAIM ON BEHALF OF CONCERN (Include ZIP Code)	
FRED HAMPTON FREE PEOPLES CLINIC		Kent Ford	
2. LEGAL NAME OF BUSINESS		4. REAL ESTATE PARCEL NUMBER ON WHICH BUSINESS WAS LOCATED	
FRED HAMPTON FREE PEOPLES CLINIC		109 N. Russell RS-4-7	
5. ADDRESS(ES) IN PROJECT OR PROGRAM AREA OCCUPIED BY CONCERN PRIOR TO SUBMISSION OF THIS CLAIM		6. ADDRESS PRESENTLY OCCUPIED BY CONCERN:	
Address(es)		2341-43 N. Williams Ave **	
Dates Occupied		a. Date move to this address started: 5/1/73	
From To		b. Date move to this address completed: 5/1/73	
109 N. Russell		7. DID CONCERN DISCONTINUE BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
1970 5/1/73		If "Yes," state reason for discontinuing business:	
Does concern plan to reestablish? <input type="checkbox"/> Yes <input type="checkbox"/> No			
8. FORM OF OPERATION (check one)		9. BUSINESS CONCERN (check one)	
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Nonprofit Organization <input type="checkbox"/> Farm Owner <input type="checkbox"/> Farm Operator		FARM OPERATION NONPROFIT ORGAN. <input type="checkbox"/> Field Crops <input type="checkbox"/> Bus. Assn. <input type="checkbox"/> Fruit/Vegetable <input type="checkbox"/> Fraternal <input type="checkbox"/> Livestock/Animal <input type="checkbox"/> Civic/Social <input type="checkbox"/> Horticulture <input type="checkbox"/> Religious <input type="checkbox"/> Other <input type="checkbox"/> Professional <input type="checkbox"/> Other <input type="checkbox"/> Other	
10. TYPE OF CLAIM		11. AMOUNT OF BUSINESS RELOCATION CLAIM FOR MOVING AND RELATED EXPENSES	
This claim for reimbursement is:		a. Reimbursement for actual reasonable moving expenses (Attach completed Schedule A)	
<input type="checkbox"/> Initial		<input type="checkbox"/> Include storage costs	
<input type="checkbox"/> Supplementary		b. Reimbursement for actual direct loss of tangible personal property (Attach completed Schedule B)	
<input checked="" type="checkbox"/> Final		c. Reimbursement for actual reasonable searching expenses (Attach completed Schedule C)	
		Total Amount Claimed \$	
12. PAYMENT IN LIEU OF MOVING AND RELATED EXPENSES. I certify that this business is not part of a commercial enterprise having another establishment not being acquired which is engaged in the same or similar business, and claim payment in the amount of <u>\$2,500.00</u> .			
X Kent Ford Signature of Owner or Authorized Agent			
13. PENALTY FOR FALSE OR FRAUDULENT STATEMENT. U.S.C. Title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willingly falsifies...or makes any false, fictitious or fraudulent statement or entry shall be fined \$10,000 or imprisoned not more than five years, or both."			
I CERTIFY under the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, that this claim and the Schedules and information submitted herewith and made a part hereof have been examined and approved by me and are true, correct, and complete, and that I understand that, apart from the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, falsification of any item in this claim or submitted herewith may result in forfeiture of the entire claim. I further certify that I (and, to the best of my knowledge, the concern indicated in Block 1) have not submitted any other claim for, or received, reimbursement or compensation for any item of loss or expense in this claim, that I (and, to the best of my knowledge, the concern indicated in Block 1) will not accept reimbursement or compensation from any other source for any item of loss or expense paid pursuant to this claim, and that any bills or receipts submitted herewith accurately reflect moving services actually performed and/or storage costs actually incurred.			
10/30/72		X Kent Ford	
Date		Signature of Owner or Authorized Agent Title	

APPENDIX 22. GUIDEFORM CLAIM FOR RELOCATION PAYMENT (BUSINESS)

SCHEDULE D

SCHEDULE D STATEMENT OF CLAIM FOR PAYMENT IN LIEU OF MOVING AND RELATED EXPENSES		NAME OF CONCERN FRED HAMPTON FREE PEOPLES CLINIC						
INSTRUCTIONS: Complete this Schedule if a payment in lieu of moving and related expenses is claimed. A claim for a payment in lieu of moving and related expenses shall be supported by such reasonable evidence of earnings as may be approved by HUD. If no other evidence is available, the claim shall be supported by copies of Federal income tax returns. Generally, earnings for the 2 taxable years immediately preceding displacement will be the basis for determining the amount of this payment. Attach additional sheets as necessary.								
1a. Business name used on income tax return Fred Hampton Free Peoples Clinic	2. Principal business activity(ies) reported on income tax return medical clinic							
1b. Business name as presented to public	4. Tax return filed with District Director of Internal Revenue in <div style="text-align: center;"> <u>n/a</u> (City) (State) </div>							
3. Employer identification number shown on income tax return	5a. Does concern operate a similar establishment outside the project or program area? <div style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> If "Yes," complete the following:							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">NAME OF OTHER ESTABLISHMENT(S)</th> <th style="width: 30%;">ADDRESS</th> <th style="width: 30%;">TYPE OF BUSINESS ACTIVITY</th> </tr> </thead> <tbody> <tr> <td style="height: 40px;"></td> <td></td> <td></td> </tr> </tbody> </table>	NAME OF OTHER ESTABLISHMENT(S)	ADDRESS	TYPE OF BUSINESS ACTIVITY				5b. Is concern affiliated with any other concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," complete the following:	
NAME OF OTHER ESTABLISHMENT(S)	ADDRESS	TYPE OF BUSINESS ACTIVITY						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">NAME OF AFFILIATED CONCERN(S)</th> <th style="width: 30%;">ADDRESS</th> <th style="width: 30%;">TYPE OF BUSINESS ACTIVITY</th> </tr> </thead> <tbody> <tr> <td style="height: 40px;"></td> <td></td> <td></td> </tr> </tbody> </table>	NAME OF AFFILIATED CONCERN(S)	ADDRESS	TYPE OF BUSINESS ACTIVITY				5c. Describe the nature of the affiliation:	
NAME OF AFFILIATED CONCERN(S)	ADDRESS	TYPE OF BUSINESS ACTIVITY						
6. Will displacement cause substantial loss of existing patronage? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," explain completely: <div style="margin-top: 10px;"> See attached. </div>								
7. Signature constitutes certification (a) of this Schedule and its attachments in accordance with and subject to the provisions of Item 13 on the "Claim for Relocation Payment (Business)" (to which this Schedule D is an attachment), and (b) that any Federal income tax reports attached hereto accurately duplicate the income tax reports filed with the Internal Revenue Service office in the city listed under Item 4 above.								
Date <u>October 30, 1972</u>		<u>X Kent Ford</u> Signature of Owner or Authorized Agent						

APPENDIX 22. GUIDEFORM CLAIM FOR RELOCATION PAYMENT (BUSINESS)

SCHEDULE D

SCHEDULE D STATEMENT OF CLAIM FOR PAYMENT IN LIEU OF MOVING AND RELATED EXPENSES		NAME OF CONCERN FRED HAMPTON FREE PEOPLES CLINIC						
<p>INSTRUCTIONS: Complete this Schedule if a payment in lieu of moving and related expenses is claimed. A claim for a payment in lieu of moving and related expenses shall be supported by such reasonable evidence of earnings as may be approved by HUD. If no other evidence is available, the claim shall be supported by copies of Federal income tax returns. Generally, earnings for the 2 taxable years immediately preceding displacement will be the basis for determining the amount of this payment. Attach additional sheets as necessary.</p>								
1a. Business name used on income tax return Fred Hampton Free Peoples Clinic	2. Principal business activity(ies) reported on income tax return medical clinic							
1b. Business name as presented to public								
3. Employer identification number shown on income tax return	4. Tax return filed with District Director of Internal Revenue in (City) (State)							
<p>5a. Does concern operate a similar establishment outside the project or program area? () Yes <input checked="" type="checkbox"/> No If "Yes," complete the following:</p> <table border="1"> <thead> <tr> <th>NAME OF OTHER ESTABLISHMENT(S)</th> <th>ADDRESS</th> <th>TYPE OF BUSINESS ACTIVITY</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>			NAME OF OTHER ESTABLISHMENT(S)	ADDRESS	TYPE OF BUSINESS ACTIVITY			
NAME OF OTHER ESTABLISHMENT(S)	ADDRESS	TYPE OF BUSINESS ACTIVITY						
<p>5b. Is concern affiliated with any other concern? () Yes <input checked="" type="checkbox"/> No If "Yes," complete the following:</p> <table border="1"> <thead> <tr> <th>NAME OF AFFILIATED CONCERN(S)</th> <th>ADDRESS</th> <th>TYPE OF BUSINESS ACTIVITY</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>			NAME OF AFFILIATED CONCERN(S)	ADDRESS	TYPE OF BUSINESS ACTIVITY			
NAME OF AFFILIATED CONCERN(S)	ADDRESS	TYPE OF BUSINESS ACTIVITY						
5c. Describe the nature of the affiliation:								
<p>6. Will displacement cause substantial loss of existing patronage? (X) Yes () No If "Yes," explain completely: See attached letter from Legal Aid.</p>								
<p>7. Signature constitutes certification (a) of this Schedule and its attachments in accordance with and subject to the provisions of Item 13 on the "Claim for Relocation Payment (Business)" (to which this Schedule D is an attachment), and (b) that any Federal income tax reports attached hereto accurately duplicate the income tax reports filed with the Internal Revenue Service office in the city listed under Item 4 above.</p> <p>Date <u>October 30, 1972</u> <u>X Kent Ford</u> Signature of Owner or Authorized Agent</p>								
[Form continued next page]								

, May 10, 1973

Grayhound Van Lines
P.O. Box 4405
Portland, Oregon

Gentlemen:

Re: Your Order No. OR69-03-0141

Enclosed you will find our Varrant No. 755 EH in the amount of \$293.31.

This represents reimbursement of your above-numbered invoice, which covers the charges for moving personal property from 109 N. Russell Street to the Health Clinic's new location on North Williams Avenue.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and

MEMORANDUM

Date May 7, 1973

TO: Bob Douglas

FROM: Ben Webb

SUBJECT: Fred Hampton People's Health Clinic Move *RS-4-7*

Please see the attached invoice from Greyhound Van Lines, No. OR69-03-0141, and note that this invoice is for expenses incurred in the move of the Fred Hampton People's Health Clinic under an F.E.D. on May 1, 1973.

The Clinic had previously filed a claim for a \$2,500 "in-lieu" payment. The so-called "in-lieu" payment is to be in lieu of all other moving expenses. However, because of the necessity to execute on the F.E.D., it was necessary that we guarantee payment to Greyhound.

I have discussed this matter with Chuck Taft and Ollie Norville, and it is their feeling, as well as mine, that we should pay the amount to Greyhound and withhold the "in-lieu" payment to the Clinic until we receive permission from them to offset the actual cost of the move against their "in-lieu" payment.

Will you, therefore, please prepare a warrant payable to Greyhound and charge the cost to the appropriate Emanuel Hospital account.

If you have any questions on this matter, please call me.

BCW:ch
Attach.

0600 E60 901

JMS

755EH 5/9/73

PORTLAND DEVELOPMENT COMMISSION1700 S.W. FOURTH AVENUE
PORTLAND, OREGON 97201N^o 755 EH

DATE May 9, 1973

PAY TO Greyhound Van Lines

\$293.31

DOLLARS

TO THE TREASURER OF THE
CITY OF PORTLAND, OREGON

AUTHORIZED SIGNATURE

NON-NEGOTIABLE

AUTHORIZED SIGNATURE

Portland Development Commission 224-4800

DETACH BEFORE DEPOSITING CHECK

DATE	INVOICE OR CONTRACT NOS.	DESCRIPTION	AMOUNT
		Reimbursement per Claim for Business Moving Expenses filed. Move of Fred Hampton People's Health Clinic from 109 N. Russell (Parcel RS-4-7)	\$293.31

Account Distribution

NO.

TITLE

AMOUNT

GREYHOUND
VAN LINES

INVOICE
P.O. Box 4405
Portland, Oregon
~~10-0001-1-1-0-3-1-1-0-1~~
NORTH PLATINE, ILLINOIS 60154

GREYHOUND
STORAGE

SUBSIDIARIES OF
GREYHOUND LINES, INC.

BILLING DATE		
MO.	DAY	YR.
5	1	73

ACCOUNT CODE

WAREHOUSE CODE

Portland Development Commission
235 North Monroe
Portland, Oregon

DUE DATE			CO.	GREYHOUND ORDER NUMBERS	SHIPPER AND/OR DESCRIPTION	STORAGE CHARGE	INSURANCE OR VALUATION CHARGE	B. OF L. AND TOTAL	
MO.	DAY	YR.							
5	1	73		OR69-03-0141	Drayage 2 men & Van 6½ hrs @ \$29.20 per hr. 1 man 4½ hrs @ 4½ @ \$11.20 per hr.			182.50 80.78	
					19 - 1½ cu ft cartons @ .55 ea.			10.45	
					23 - 3 cu ft cartons @ .66 ea.			15.18	
					2 Dishpacks @ \$2.20 ea.			4.40	
TOTAL								293.31	

FORM 412 (12-67)

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

SITE DATA:

The subject is an irregular shaped lot part of which has been taken for street improvements. It has 50' frontage on Russell; is 100.1' deep; a total land area of 7,818 sq.ft. It is level to the street grade and there is offstreet parking. It has all public utilities connected, paved streets and concrete sidewalks.

IMPROVEMENTS :

The two story brick veneer building was originally constructed during 1911. It was modernized during 1957 with a brick front, new metal sash windows, completely rewired, a modern furnace room installed with a forced warm air gas fired unit and an automatic gas hot water heater.

There is a full basement with concrete floors, posts and beams, concrete walls and brick pilasters.

The first tenant, Lew's Men's Shop, occupies approximately 1,100 sq.ft.; has a modern display room ; a dressing room with modern cabinets; a side storage room; a lavatory consisting of two white plumbing fixtures; a sewing room and an office. All lights are modern. The asphalt floors are in good shape. It has a burglar alarm system.

The doctor's office has approximately 1,100 sq.ft. It has a modern front, a reception room and office. It is finished with sheetrock and asphalt floors, mahogany doors and trim. There are four examination rooms, three sinks, one laboratory and storage room and one lavatory finished with two white fixtures.

The second floor apartments are walk-up type. They are both the same, each having a front room, a living room, two bedrooms, a bath with three white fixtures, a modern kitchen, circulator oil heat, lath and plaster finish.

The upstairs apartments are rented for \$45.00 a month each. The ground floor, occupied by the owner, has no rent. The doctor's office, although vacant, will be given a fair rental value by the appraiser's analysis of rents for modern clinics.

FRED HAMPTON'S PEOPLE'S CLINIC

INVENTORY OF FIXTURES

WAITING ROOM

1	Fire Extinguisher	\$19.60
1	tu floor model	175.00
1	Air Conditioner (carrier)	450.00
1	Cork Bulletin Board	18.40
2	Fluorescent light fixtures (4 tubes ea.)	

EXAMINING ROOM NO. 2

1	Ten foot formica counter with sink	30.00
1	Porcelain Cabinet with drawers, towel rack	95.00
2	Stainless emesis basins	3.30 each
1	Wall Switch	
1	Paper Towel Holder	4.50
1	Wall Switch	5.00
1	Ceiling Lamp	40.00
1	8 foot x 12 foot tiled floor	75.00
1	Wall Socket	5.00

EXAMINING ROOM NO. 3

1	8 foot formica counter with sink	80.00
1	Wall model blood pressure	
1	Large ceiling lamp	30.00
1	Wall Switch	5.00
1	Paper towel holder	4.50

LABORATORY

1	Tall Plastic Cup holder	5.80
1	Lily cup holder	3.50
1	Fluorescent light fixture	
1	Sink	40.00
1	Faucet	30.00

HALLWAY

1	Cork Bulletin Board	18.40
---	---------------------	-------

LABORATORY

1	Paper Towel Holder	4.50
---	--------------------	------

BASEMENT

2	Light Switches	5.00
1	2-plug wall socket	10.00
1	Ceiling Light Fixture	25.00
1	8 x 12 tile floor	125.00

TOILET

1	Toilet Seat	10.00
1	Sink	30.00
1	Faucet	19.50
1	Paper Towel Holder	4.00
1	Medicine Cabinet with mirror	15.00
1	Light Bulb Fixture	25.00
1	Toilet Paper Holder	
1	Toilet Brush with holder	
1	Soap Dish	

FRED HAMPTON PEOPLE'S CLINIC

INVENTORY (DOES NOT INCLUDE FIXTURES)

WAITING ROOM

13	Folding Chairs	12.25 each
1	Desk - Wooden, 4 drawers, storage space	75.00
1	Desk Chair, wooden armchair - used	45.00
2	Steel filing cabinets - 4 drawers - green	61.00
1	Table, wooden with 2 shelves	65.00
1	Wirebasket letter holder	1.75
2	Rolodex	17.50 each
1	Scotch tape dispenser	4.50
1	Swingline Stapler	4.80
1	Steel desk organizer	27.50
1	Electric Wall Clock	15.00
1	Wastebasket	1.75

EXAMINING ROOM NO. 2

10	Stainless Steel Scissors	3.80 each
4	Tweezers	1.75 each
7	Stainless Steel Various Size Conisters	7.00 each (average)
2	Glass Containers with Stainless Steel Tops	3.60 each
1	Porcelain Tray	3.50
1	Large 8 x 8 porcelain container with cover for scissors	11.50
2	Stainless Steel Thermometers with Tops	2.75 each
8	Thermometers	.60 each
1	16 oz. bottle Merthiolate	3.90
1	5 oz. bottle S.T. 37 Antiseptic Solution	1.35
1	Tube of Sterile Lubricant	.45
2	1,000 count boxes of culture tubes	9.00 a box

2	Plastic Thermometer holders	.60 each
1	16 oz. bottle rubbing alcohol	.45
2	Stainless Steel Tongs (good 2.25 ea.; best 7.20 ea.)	
1	Stainless Steel Ear Syringe	10.50
1	Gooseneck floor lamp (stainless)	22.60
1	Upright Scale	87.50
1	Metal Stool	36.00
1	Chair	25.00
1	Wastebasket (good \$1.75; excellent \$19.75)	
1	Stainless Tray on Legs	36.00
2	Packages disposable examination gloves	5.75 a box
1	Package Gold Seal micro slides	1.75 a box
1	Tube K-Y lubricant	.45
1	Roll paper towels	.30
1	Eye Chart Plastic	4.50
70	Disposable examination sheets	5.60
50	Disposable paper cups	.90 per 100
1	Bottle 16 oz. antiseptic skin cleanser	2.75 a bottle

EXAMINATION ROOM NO. 2

1	Examination table, plain, used	75.00 (new 225.00)
1	Examination Table, with drawers and Stirrups (good one 325; best 540.00)	
1	Upright scale	87.50
1	Stainless floor lamp	22.60
1	Serving Tray with legs Mayo Table	36.00

1	Stool with Stainless Seat used	25.00
1	Porcelain Cabinet on Wheels small 33.50 reg. 105.00	
1	Chair	12.50
1	Wastebasket \$1.75 or 19.50 for stainless with top	
1500	Disposable culture tubes, size 12mm x 75 mm	15.00 for lot
32	Oral Thermometers	.60 each
2	Stainless Steel Containers for Thermometers	2.75 each
1	Stethoscope (Littman \$26; Reg. \$9; Aver. \$4.50)	
3	Examination Gloves	5.70 for 100
7	Large Stainless Canisters	7.00 average
1	Large Stainless Covered Tray for Scissors	11.60
10	Pair various scissors	3.80 pair
6	various sized tweezers	1.75 each
4	Stainless Steel Kidney Shaped emesis basins	3.30 each
1	Pair Tongue	3.50
1	Large Red Cross First Aid Kit MS #50	15.75
80	Tongue Depressors	3.45 box of 800
1	Large Package Paper cups	.90 tube of 100
1	Large package cotton balls	7.65 for 4000
1	16 fluid oz. bottle of Lilly Merthiolate	
1	Bottle of Hydrogen Peroxide	.45 bottle pts 3.90
1	Roll of paper towels	.30
1	Bottle of Alcohol	.45
1	Resuscitator Hand Model "Hope"	59.50
1	Stainless Syringe	10.50

LABORATORY

1	International Clinical Centrifuge	295.00
1	Leitz Photometer	395.00
19	Gallons Latex Wall Finish Paint	
1	Folding Chair	12.10
1	Gooseneck standing exam lamp	22.65
1	Dust Mop	12.00
1	Broom	3.95
1	Mop	3.95
1	Blue Plastic Forcep Holder	4.80
1	Stainless cottonball holder	3.60
1	Porcelain 8 by 8 instrument holder	6.40
1	Metal Lab Tube Holder	13.50
1	Porcelain 8 by 8 cotton ball holder	3.60
1	3" by 7" pan (instrument holder)	6.40
1	Lab pan	7.50
1	Gram Scale	14.00
1	Pencil Holder	2.50
2	Standing Ashtrays	11.50 each
2	Desk Ashtrays	75 each
1	Medical Supply Table	45.00
1	Plant with Planter (Philodendron)	
18	Assorted wall posters	

SECOND LISTED LABORATORY

1	Binocular Microscope with Lamp	575.00
1	60 minute timer	18.60
1	Wooden Table with Chair	85.00

1	Wooden Cabinet with 7 shelves	90.00
1	Admiral refrigerator with freezer	499.00
1	Plastic Wastebasket	1.05
1	Plastic urine tube holder	6.75
1	Adams Readacrit	215.00
2	Boiler Sterilizers	65.00 each

CHILDREN'S EXAMINATION ROOM

1	Porcelain Examination Table with Stirrups and 6 drawers & 40" measuring tape	540.00 excellent 325.00 good 175.00
1	Infant Maple Examination Table	175.00
1	Stool Stainless Steel and porcelain	36.00
1	Chair	12.50
1	Stainless Steel Instrument Table w/wheels	135.00
3	Pictures	
4	Stainless Steel Canister	7.00 average
3	Glass Containers with Stainless Steel Tops	3.75 each
1	Baby Scale (good 67.50; average 35.00)	
1	Box Glass Culture Slides	9.00 a box
1	Electrocardiograph Machine	900.00 used 250.00
1	Metal Cart on wheels	195.00
1	Tube Sterile Lubricant	.45
1	Ophthalmoscope Head	57.00
2	Stainless Steel Thermometer Container	2.75
6	Oral Thermometers	.60 cents each
1	Stainless Steel Ear Syringe	
1	Pair Scissors	3.80
1	Blue Suction Bulb	1.75

1	Tuning Fork	9.00
1	Stainless Steel Gooseneck Exam Lamp	22.60
1	6 oz Glass Urine Specimen Bottle	.15
1	White 2-step wood step stool (our metal)	18.60
1	Stainless Steel Kidney Shape Emesis	3.00

BASEMENT

1	Eye Chart - Plastic	4.50
1	Commercial Floor Buffer	

TOILET

1	Toilet Bruth with holder	
---	--------------------------	--

Re

March 26, 1973

Mr. William Scott
Office of the Mayor
City Hall
Portland, Oregon

Dear Bill:

Enclosed is the Transcript of Proceedings on the
Fred Hampton Peoples' Clinic, together with a copy
of a letter from our Legal Counsel, which I
mentioned to you over the phone today.

Sincerely,

John B. Kenward
Executive Director

mg
Enclosures

March 15, 1973

HAND DELIVERED

Honorable John Beatty
Circuit Court Judge
Multnomah County Courthouse
Portland, Oregon 97204

Re: City of Portland
v.
Fred Hampton Peoples' Health
Clinic, et al.

Dear Judge Beatty:

Enclosed please find proposed Judgment Order and Waiver of Costs and Disbursements incurred in the above-captioned action. If the form of Judgment meets with your approval, we would appreciate it if you would sign it and have your secretary return the enclosed card to us indicating the date of your signature.

A copy of this proposed Judgment Order and Waiver has been mailed to the attorney for the defendants.

Very truly yours,

WILLIAMS, MONTAGUE, STARK,
HIEFIELD & NORVILLE, P. C.

Richard E. Alexander

REA:avh
Encls.
cc - Charlie Harris

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

CITY OF PORTLAND, a municipal corporation)
acting by and through the PORTLAND)
DEVELOPMENT COMMISSION as the duly)
designated Urban Renewal Agency of the)
City of Portland,)

Plaintiff,)

v.)

FRED HAMPTON PEOPLES' HEALTH CLINIC,)
AKA FRED HAMPTON FREE PEOPLES' CLINIC,)
KENT FORD, SANDRA FORD, JOHN DOE I, II,)
III, IV, V, VI, JANE DOE I, II, III, IV.)

Defendants.)

No. 388 880

WAIVER OF COSTS
AND DISBURSEMENTS

Comes now plaintiff and waives its right to recover its
costs and disbursements incurred herein.

DATED this 15th day of March, 1973.

DONALD R. STARK
Of Attorneys for Plaintiff

STATE OF OREGON)
County of Multnomah) ss.

On this 15th day of March, 1973, before me personally appeared
Donald R. Stark, who being first duly sworn acknowledged to me that
he executed the foregoing instrument freely and voluntarily.

ALTA V. HESTER
Notary Public for Oregon

My commission expires: 7-30-76

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON

2 FOR THE COUNTY OF MULTNOMAH

3 CITY OF PORTLAND, A Municipal corporation)
4 acting by and through the PORTLAND)
5 DEVELOPMENT COMMISSION as the duly)
6 designated Urban Renewal Agency of the)
7 City of Portland,)

8 Plaintiff,

9 NO. 388880

10 vs.

11 AFFIDAVIT IN SUPPORT OF
12 MOTION TO PROCEED IN FORMA
13 PAUPERIS

14 FRED HAMPTON PEOPLES' HEALTH CLINIC,
15 AKA FRED HAMPTON FREE PEOPLES' CLINIC,
16 KENT FORD, SANDRA FORD, JOHN DOE I, II,
17 III, IV, V, VI, JANE DOE I, II, III, IV,
18 Defendants.

19 I, KENT FORD, as an officer of, and on behalf of the Fred
20 Hampton Peoples' Health Clinic, upon oath hereby depose and say:

21 The Fred Hampton Peoples' Health Clinic is wholly without
22 funds to pay the court fees and costs necessary to appear and
23 defend against the complaint that has been filed against the
24 clinic. Because of this indigency, the Clinic is being represented
25 by Portland Legal Aid Service in this matter. The Clinic contests
26 the allegations of the complaint that has been filed against it and
27 wishes to assert its defenses to that complaint.

28 The Fred Hampton Peoples' Health Clinic has a very limited
29 income. No fee is charged patients, even though donations are
30 encouraged. As patients are indigent, however, very little money
31 is donated. Emmanuel Hospital pays the clinic \$.90 for each sickle
32 cell anemia test performed by clinic doctors, which produces from
\$50.00 to \$300.00 per month income. Contributions from sympathetic mem-
bers of the community are solicited to meet current outstanding
deficits.

The only assets owned by the Clinic are those assets, such as
diagnostic equipment, tables, chairs, etc., necessary to fulfill
the Clinic's function of providing quality health service to the
people.

1 The Clinic incurs the following monthly expenditures:

2	Heat	\$ 65.00
3	Lights	25.00
4	Medical Supplies	200.00
5	Part-time Janitor	25.00
6	Outpatient transportation	<u>15.00</u>
7		\$330.00

8 No expense is incurred for doctor's fees as local doctors
9 donate their services.

10 The foregoing is a full and complete statement of the Clinic's
11 financial condition. I have read this Affidavit, and the facts
12 contained herein are true and accurate to the best of my knowledge.

13
14
15 KENT FORD, OFFICER
FRED HAMPTON PEOPLES' HEALTH CLINIC

16 SUBSCRIBED AND SWORN TO before me this day of
17 1973.

18
19 NOTARY PUBLIC FOR OREGON
My commission expires: _____

20
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LEGAL AID SERVICE
ALBINA OFFICE
517 N. E. KILLINGSWORTH
PORTLAND, OREGON 97211
TELEPHONE 288-0746

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON

2 FOR THE COUNTY OF MULTNOMAH

3 CITY OF PORTLAND, a Municipal corporation)
4 acting by and through the PORTLAND DEVELOPMENT)
5 COMMISSION as the duly designated Urban Renewal)
6 Agency of the City of Portland,)

7 Plaintiff,)

8 vs.)

9 FRED HAMPTON PEOPLES' HEALTH CLINIC, AKA)
10 FRED HAMPTON FREE PEOPLES' CLINIC, KENT FORD,)
11 SANDRA FORD, JOHN DOE I, II, III, IV, V, VI,)
12 JANE DOE I, II, III, IV,)

13 Defendants.)

NO. 388880

MOTION AND ORDER
GRANTING LEAVE TO
PROCEED IN FORMA
PAUPERIS

14 Defendants move this Court for an order granting defendants
15 leave to proceed in the above-captioned civil proceeding in forma
16 pauperis, and waiving any requirement for the payment of court
17 costs, or other costs herein.

LEGAL AID SERVICE

Charlie Harris

CHARLIE HARRIS
Attorney for Defendants

18 It is so ordered.

19 DATED this day of , 1973.

20
21
22
23 JUDGE

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

CITY OF PORTLAND, a municipal
corporation, acting by and through)
the PORTLAND DEVELOPMENT COMMISSION)
as the duly designated Urban)
Renewal Agency of the City of)
Portland,)

Plaintiff,)

vs.)

FRED HAMPTON PEOPLES' HEALTH)
CLINIC, AKA FRED HAMPTON FREE)
PEOPLES' CLINIC, KENT FORD, SANDRA)
FORD, JOHN DOE I, II, III, IV, V,)
VI, JANE DOE I, II, III, IV,)

Defendants.)

NO. 388-880

JURY VERDICT

We the jury, being first duly empanelled to try the issues in
the above captioned cause, do find our verdict in favor of the plaintiff
and against the defendants, and each of them.

Dated this _____ day of March, 1973.

Foreman

One. JURY VERDICT

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

CITY OF PORTLAND, a municipal
corporation, acting by and through)
the PORTLAND DEVELOPMENT COMMISSION)
as the duly designated Urban)
Renewal Agency of the City of)
Portland,)

Plaintiff,)

vs.)

FRED HAMPTON PEOPLES' HEALTH)
CLINIC, AKA FRED HAMPTON FREE)
PEOPLES' CLINIC, KENT FORD, SANDRA)
FORD, JOHN DOE I, II, III, IV, V,)
VI, JANE DOE I, II, III, IV,)

Defendants.)

NO. 388-880

NOTICE TO PRODUCE

TO: FRED HAMPTON PEOPLES' HEALTH CLINIC, KENT FORD, SANDRA FORD, HOLMAN
J. BARNES, AND LEGAL AID SERVICE, ALBINA OFFICE.

You and each of you are hereby put on notice to produce the
original letters received by you and described as follows:

Letter dated March 2, 1973, from James E. Griffin to

Mr. Barnes with copy to Peoples' Health Clinic.

Letter dated February 14, 1973, from Oliver I. Norville

to Mr. Barnes.

Letter dated October 17, 1972, from Benjamin C. Webb

to Peoples' Health Clinic in care of Mr. Barnes.

Letter dated December 22, 1971, from W. Stanley Jones

to Peoples' Health Clinic in care of John Strait,

Legal Aid, Albina Office, with copy to Peoples'

Health Clinic.

Upon trial of this cause on March 13, 1973, and if you fail so to do,
plaintiff will offer secondary evidence of such letters.

WILLIAMS, MONTAGUE, STARK,
HIEFIELD & NORVILLE, P.C.

By /s/ James E. Griffin
James E. Griffin

Of Attorneys for Plaintiff

One. NOTICE TO PRODUCE

STATE OF OREGON,

County of _____ } ss.

I, _____

being first duly sworn, say that I am the _____

in the within entitled _____

and that the foregoing _____

is true as I verily believe

NOTARIAL
SEAL

Subscribed and sworn to before me this _____ day of _____, 19 _____

Notary Public for Oregon.

My Commission expires _____

STATE OF OREGON,

County of Multnomah } ss.

I hereby certify that I have prepared the foregoing copy of Notice to Produce

and have carefully compared the same with the original thereof; and that it is a correct copy therefrom and of the whole thereof.

That the said _____ in my opinion is well founded in law.

Dated March 13, 1973

Of Attorney _____ for Plaintiff

STATE OF OREGON,

County of Multnomah } ss.

Notice to Produce

Due service of the within _____ is hereby accepted in Multnomah County, Oregon, this 13th day of March 1973, by receiving a copy thereof, duly certified to as such by James E. Griffin of Attorneys for Plaintiff

LEGAL AID, ALBINA OFFICE
By: _____

Attorneys for Defendants

No. 388-880

In the Circuit Court

OF THE
STATE OF OREGON

FOR Multnomah COUNTY

City of Portland, a municipal corporation, acting by and through the Portland Development Commission, etc.

Plaintiff

vs.

Fred Hampton Peoples' Health Clinic, aka Fred Hampton Free Peoples' Health Clinic, Kent Ford, Sandra Ford, Defendant et al.

NOTICE TO PRODUCE

WILLIAMS, MONTAGUE, STARK,
HIEFIELD & NORVILLE, P.C.
BOISE CASCADE BUILDING
PORTLAND, OREGON 97201
TELEPHONE 222-9900

Attorneys for Plaintiff

FORM NO. 100% STEVENS-KESS LAW PUB CO., PORTLAND

I hereby certify that I served the foregoing _____

attorney _____ for the _____, on the _____ day of _____, 19 _____, by mailing to said attorney(s) a true and correct copy thereof, certified by me as such. I further certify that said copy was placed in a sealed envelope addressed to said attorney(s) at his or their regular office address, to-wit: _____

and deposited in the post office at _____, Oregon, on the _____ day of _____, 19 _____, and that the postage thereon was prepaid. Between the said post office and the address to which said copy was mailed, there is a regular communication by U. S. Mail.

Dated _____, 19 _____

Attorney _____ for _____

NOTE: ORS 16.790(2) provides that the copy of the document described in the certificate of mailing shall be

"addressed to the person on whom it is to be served at his regular office address, or his address as last given by him on any document which he has filed in the cause and served on the party making service by mail; and if he does not maintain a regular office or if the filed documents do not contain his address, he may be addressed at his usual place of abode."

If the copy of the document named in the above certificate of mailing was mailed to an address other than the attorney's "regular office address," delete, by lining out, the words "regular office address, to-wit:", and state the address to which the document was mailed and the reason therefor.

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON
2 FOR THE COUNTY OF MULTNOMAH
3

4 CITY OF PORTLAND, a Municipal corporation)
5 acting by and through the PORTLAND)
6 DEVELOPMENT COMMISSION as the duly)
7 designated Urban Renewal Agency of the)
8 City of Portland,)
9 Plaintiff,)

NO. 388880

10 vs.

ANSWER

11 FRED HAMPTON PEOPLES' HEALTH CLINIC,)
12 AKA FRED HAMPTON FREE PEOPLES' CLINIC,)
13 KENT FORD, SANDRA FORD, JOHN DOE I, II,)
14 III, IV, V, VI, JANE DOE I, II, III, IV,)
15 Defendants.)

16 For answer to Plaintiff's complaint, defendants admit, deny
17 and allege as follows:

18 I.

19 Defendants admit the allegations contained in paragraphs I,
20 II, III, and IV of Plaintiff's Complaint.

21 II.

22 Defendants deny the allegations contained in paragraphs V and
23 VI of Plaintiff's Complaint and the whole thereof.

24 FOR A FIRST AFFIRMATIVE DEFENSE, Defendants allege:

25 I.

26 Portland Development Commission is a State agency as defined
27 in Section 101(3) of the Federal Uniform Relocation Assistance and
28 Real Property Acquisition Policies Act of 1970, and Section 42.20(r)
29 of CFR Title 24, the regulations adopted pursuant to the Relocation
30 Act by the Department of Housing and Urban Development.

31 II.

32 Portland Development Commission (PDC) has failed to comply with
certain provisions of the Relocation Act, as set forth below:

(1) PDC has failed to give assurances that within a reasonable
period of time prior to displacement there will exist decent, safe
and sanitary housing which is available to defendants. Relocatio

1 Act, Section 205(c) (3).

2 (2) PDC has failed to assist Defendants in obtaining and
3 becoming established in a suitable replacement location. Relocation

4 Act, Section 205(c) (4).

5 (3) PDC has failed to request the federal agency to allocate
6 funds for replacement rental housing, Relocation Act, Section 206.

7 III.

8 It would not be equitable for the Court to grant Plaintiff the
9 relief it requests.

10 FOR A SECOND AFFIRMATIVE DEFENSE, Defendants allege:

11 I.

12 Defendant Fred Hampton People's Health Clinic operates solely
13 for the good of the community performing for the community services
14 which are medically necessary and which a certain portion of the
15 community would otherwise not obtain.

16 II.

17 The Plaintiff is specifically empowered to provide for the
18 health of the city, Chapter II, Section 2-105(a) (2), of the City
19 Charter.

20 III.

21 It would be unlawful and inequitable for the Court to grant
22 to Plaintiff the relief requested.

23 WHEREFORE, Defendants pray that judgment be entered against
24 Plaintiffs on their complaint and that plaintiffs recover nothing
25 thereby; and that Defendants recover their costs and disbursements
26 incurred herein.

27 LEGAL AID SERVICE

28
29 CHARLIE HARRIS
of Attorneys for Defendants

30 I HEREBY CERTIFY THAT THE FORE-
GOING IS A TRUE COPY OF THE
ORIGINAL THEREOF.

31 *Charlie Harris*
Attorneys For *Defendant*

32

☐ Supreme Court
☒ Circuit Court

☐ District Court
☐ U. S. District Court

Case No. 388 880
Our File No.

Please indicate when the document listed below was signed or filed. Thank you.

City of Portland v. Fred Hampton Peoples' Health
Clinic, et al. (Short Title of Case or Proceeding)

Judgment

(Title of Document)

☒ Was signed 3/15, 1973, by Judge John C. Batty Jr.
☐ Attorney's fees awarded \$

☐ Was filed, 19

S. Lammell

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

CITY OF PORTLAND, a municipal corporation)
acting by and through the PORTLAND)
DEVELOPMENT COMMISSION as the duly)
designated Urban Renewal Agency of the)
City of Portland,)

Plaintiff,)

vs.)

FRED HAMPTON PEOPLES' HEALTH CLINIC,)
AKA FRED HAMPTON FREE PEOPLES' CLINIC,)
KENT FORD, SANDRA FORD, JOHN DOE I, II,)
III, IV, V, VI, JANE DOE I, II, III, IV,)

Defendants.)

No. 388 880

JUDGMENT

The above-entitled cause came on regularly for trial before the undersigned, Judge of the above-entitled Court, sitting without a jury, on the 13th day of March, 1973, and the 14th day of March, 1973, plaintiff appearing by and through Donald R. Stark and James E. Griffin, Williams, Montague, Stark, Hiefield & Norville, P. C., its attorneys; defendants appearing in person and by and through Charlie Harris, their attorney, and the Court having heard the testimony and having examined the proofs offered by the respective parties, and being fully advised in the premises, now, therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that plaintiff is entitled to a judgment of restitution restoring to it possession of the premises located at and known as 109 North Russell Street in Portland, Oregon.

DATED this _____ day of March, 1973.

Judge

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

CITY OF PORTLAND, a Municipal
corporation, acting by and through)
the PORTLAND DEVELOPMENT COMMISSION)
as the duly designated Urban)
Renewal Agency of the City of)
Portland,)

Plaintiff,)

vs.)

FRED HAMPTON PEOPLES' HEALTH)
CLINIC, AKA FRED HAMPTON FREE)
PEOPLES' CLINIC, KENT FORD, SANDRA)
FORD, JOHN DOE I, II, III, IV, V,)
VI, JANE DOE I, II, III, IV,)

Defendants.)

NO. 388-880

COMPLAINT

Plaintiff alleges:

I

Plaintiff CITY OF PORTLAND is a municipal corporation incorporated and existing under the constitution and laws of the State of Oregon, and particularly under the provisions of an act of the legislative assembly entitled:

"Enacted to incorporate the City of Portland, Multnomah County, State of Oregon, and to provide a charter thereof and to repeal all acts or parts of acts in conflict therewith,"

passed by the legislative assembly of the State of Oregon, approved by the governor, and filed in the office of the Secretary of State, on January 23, 1903, as amended by the legislative assembly of the State of Oregon in 1905, and subsequently amended by the people of the City of Portland. The Portland Development Commission is the duly constituted, appointed and acting agency of said city under Chapter XV of said charter. The council of the City of Portland has duly designated the Portland Development Commission as the Urban Renewal Agency of the City of Portland under Oregon Revised Statutes, Chapter 457.

II

The Portland Development Commission is authorized by Chapter XV

One. COMPLAINT

of said charter and Chapter 457 of the Oregon Revised Statutes to acquire and hold for improvement, redevelopment, and resale, real property, in order to carry out an urban renewal project.

III

Defendant FRED HAMPTON PEOPLES' HEALTH CLINIC, AKA FRED HAMPTON FREE PEOPLES' CLINIC, is an unincorporated association, and defendants are all now, and at all material times all have been, members thereof.

IV

Defendants are in possession of premises located at and known as 109 North Russell Street, in Portland, Oregon.

V

also
Plaintiff is entitled to immediate possession of the above entitled premises. Plaintiff has repeatedly advised defendants, and their attorney, of the impending necessity of such possession, over a period of several months prior to the commencement of this action.

VI

Defendants are unlawfully withholding with force possession of the above described premises from plaintiff.

WHEREFORE, plaintiff demands judgment against defendants, and each of them, for restitution of said premises to plaintiff, and for plaintiff's costs and disbursements.

WILLIAMS, MONTAGUE, STARK,
HIEFIELD & NORVILLE, P.C.

By _____
James E. Griffin
Of Attorneys for Plaintiff

No. 388-880

City of Portland

Fred Hampton Peoples
Health Clinic etc.

106 N. Russell St.

Address

Def. Served _____

Remarks

Served Kent Ford, as director of Fred
Hampton People's Health Clinic on 3/7/73 and
again personally on 3/7/73.. Sandra Ford was
served pers nally on 3/7/73 . Returns filed.

12 Sum. & Comp. X

Multnomah County Oregon

Civil Process Division

Claim & Not. _____

by Neil Cook

Civil Deputy

Order to Appear _____

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

CITY OF PORTLAND, a Municipal
corporation, acting by and through)
the PORTLAND DEVELOPMENT COMMISSION)
as the duly designated Urban)
Renewal Agency of the City of)
Portland,)

Plaintiff,)

vs.)

FRED HAMPTON PEOPLES' HEALTH)
CLINIC, AKA FRED HAMPTON FREE)
PEOPLES' CLINIC, KENT FORD, SANDRA)
FORD, JOHN DOE I, II, III, IV, V,)
VI, JANE DOE I, II, III, IV,)

Defendants.)

NO. 388 880

SUMMONS

IN THE NAME OF THE STATE OF OREGON: You are hereby required
to appear and answer the Complaint filed against you in the above entitled
action on _____, the _____ day of _____, 1973, at the hour of
_____ o'clock _____m. of said day, before _____,
Judge of Department No. _____ of the above entitled Court, and if you
fail so to answer Plaintiff will take judgment against you for the
restitution of those certain premises described in Plaintiff's Complaint.

If you have any questions, you should see an attorney
immediately.

WILLIAMS, MONTAGUE, STARK,
HIEFIELD & NORVILLE, P.C.
775 Boise Cascade Building
Portland, Oregon 97201

By _____
James E. Griffin
Of Attorneys for Plaintiff

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

CITY OF PORTLAND, a municipal)
corporation, acting by and through)
the PORTLAND DEVELOPMENT COMMISSION)
as the duly designated Urban)
Renewal Agency of the City of)
Portland,)

Plaintiff,)

vs.)

FRED HAMPTON PEOPLES' HEALTH)
CLINIC, AKA FRED HAMPTON FREE)
PEOPLES' CLINIC, KENT FORD, SANDRA)
FORD, JOHN DOE I, II, III, IV, V,)
VI, JANE DOE I, II, III, IV,)

Defendants.)

NO. 388-880

PLAINTIFF'S REQUESTED INSTRUCTIONS

Comes now plaintiff and respectfully requests that the Court
give the following instructions.

Respectfully submitted,

WILLIAMS, MONTAGUE, STARK,
HIEFIELD & NORVILLE, P.C.

By _____
James E. Griffin
Of Attorneys for Plaintiff

One. PLAINTIFF'S REQUESTED INSTRUCTIONS

PLAINTIFF'S REQUESTED INSTRUCTION NO. 1

UNIFORM JURY INSTRUCTIONS

Instruction No. 1.01

Instruction No. 1.02

Instruction No. 2.02

Instruction No. 2.03

Instruction No. 2.04

Instruction No. 4.01

Instruction No. 5.01

Instruction No. 20.01

Instruction No. 20.02

Instruction No. 21.01

Instruction No. 21.02

PLAINTIFF'S REQUESTED INSTRUCTION NO. 2

THE COURT HAS TAKEN JUDICIAL NOTICE OF THE TRUTH OF THE MATTERS ALLEGED IN PARAGRAPHS I AND II OF PLAINTIFF'S COMPLAINT. THEREFORE, I INSTRUCT YOU THAT PARAGRAPHS I AND II OF THE COMPLAINT ARE TRUE, YOU MUST ACCEPT THEM TO BE TRUE, AND THERE IS NO ISSUE PRESENTED TO YOU WITH REGARD TO THEM.

PLAINTIFF'S REQUESTED INSTRUCTION NO. 3

WITH REGARD TO PLAINTIFF'S CLAIM TO RIGHT OF POSSESSION, I INSTRUCT YOU THAT THE LEGAL OWNER OF PROPERTY HAS THE RIGHT TO POSSESS SUCH PROPERTY UNLESS THE OWNER HAS AGREED TO ALLOW SOMEONE ELSE TO POSSESS IT. IN THE EVENT AN OWNER HAS AGREED TO ALLOW SOMEONE ELSE TO POSSESS HIS LAND, THE RIGHTS OF THE POSSESSOR ARE GOVERNED BY THE AGREEMENT OF THE PARTIES. IF THERE IS NO SUCH AGREEMENT OR IF SUCH AN AGREEMENT HAS COME TO AN END OR BEEN LEGALLY TERMINATED, THEN THE OWNER IS ENTITLED TO REPOSSESSION OF HIS LAND.

PLAINTIFF'S REQUESTED INSTRUCTION NO. 4

WITH REGARD TO PARAGRAPH VI OF PLAINTIFF'S COMPLAINT, I INSTRUCT YOU THAT POSSESSION OF PROPERTY TO THE EXCLUSION OF OTHERS CONSTITUTES A WITHHOLDING OF POSSESSION FROM SUCH OTHERS.

FURTHER, I INSTRUCT YOU THAT PLAINTIFF NEED NOT PROVE ACTUAL FORCE IN WITHHOLDING OF POSSESSION. IT IS SUFFICIENT OF PLAINTIFF PROVES CONSTRUCTIVE FORCE; THAT IS, FACTS FROM WHICH THE LAW PRESUMES FORCE. IN THAT REGARD, THE LAW PRESUMES FORCE WHENEVER A TENANT CONTINUES IN POSSESSION AFTER NOTICE TO QUIT A TENANCY WHICH HAS CONTINUED AT THE OWNER'S DISCRETION, OR IS HOLDING POSSESSION WITHOUT ANY WRITTEN LEASE OR AGREEMENT.

ORS 105.115(2).

Hislop v. Moldenhauer, 21 Or. 208.

PLAINTIFF'S REQUESTED INSTRUCTION NO. 5

TENANCY AT SUFFERANCE. ONE WHO COMES INTO POSSESSION OF
THE REAL ESTATE OF ANOTHER LAWFULLY, BUT WHO HOLDS OVER BY WRONG
AFTER THE TERMINATION OF HIS TERM, IS CONSIDERED AS A TENANT AT
SUFFERANCE. NOT NOTICE IS REQUIRED TO TERMINATE A TENANCY AT SUFFERANCE.

ORS 91.040.

PLAINTIFF'S REQUESTED INSTRUCTION NO. 6

THE STATUTORY LAW OF THE STATE OF OREGON PROVIDES FOR CERTAIN CONCLUSIVE PRESUMPTIONS, WHICH I AM ABOUT TO READ TO YOU. IN BEING CONCLUSIVE, YOU MAY NOT FIND ANY FACT CONTRARY TO THEM, NOR CONSIDER ANY EVIDENCE CONTRARY TO THEM.

ORS 41.350(3).

ORS 41.350(5).

PLAINTIFF'S REQUESTED INSTRUCTION NO. 7

THIS IS AN ACTION FOR FORCIBLE DETAINER. IT IS AN ACTION BROUGHT AGAINST ONE ACTUALLY IN POSSESSION OF REAL PROPERTY BY ONE CLAIMING A RIGHT TO POSSESSION. IT IS INTENDED TO BE A SPEEDY MEANS OF DETERMINING WHO, AS BETWEEN THE TWO PARTIES, IS ENTITLED TO POSSESSION, AND OF AFFORDING SUCH PERSON A SPEEDY AND NON-VIOLENT MEANS OF OBTAINING OR RETAINING SUCH POSSESSION. IT IS A CIVIL REMEDY, NOT A CRIMINAL ACTION. IT MAY BE BROUGHT BY OR AGAINST CORPORATIONS AND ASSOCIATIONS AS WELL AS INDIVIDUALS. THE STATUTORY LAW OF THE STATE OF OREGON PROVIDES THAT A TRIAL BE HAD NOT LESS THAN TWO, NOR MORE THAN FOUR, DAYS AFTER SERVICE OF SUMMONS AND COMPLAINT UPON DEFENDANTS; IT ASSURES TO DEFENDANTS THE RIGHT OF JURY TRIAL; AND IT PROVIDES FOR IMMEDIATE TRANSFER OF POSSESSION TO PLAINTIFF, SHOULD HE PREVAIL BY YOUR VERDICT.

Thus, the potential result of applying this defense to an FED action would be a general upgrading of some substandard property because there would be an economic interest in correcting code violations. The landlord would not get his rent, or at least not the full amount, until he repaired. Under this theory the tenant would be considered a tenant at will, which requires a thirty-day notice to terminate the tenancy.¹⁰⁸ If the theory of this defense were followed to its logical conclusion, the courts would refuse to aid either party, leaving the tenant in possession, notwithstanding the tender of a thirty-day notice to quit. This result would be unfair to the landlord and would frustrate rather than aid in enforcing the purpose of the housing codes. In developing this rule of law, however, a fundamental fairness approach in light of the purpose of the housing and building codes should be utilized in resolving disputes between the landlord and the tenant. Therefore, under this theory the courts should permit eviction, if not retaliatory, upon correction of the defect; i.e., repair of the premises.

B. Allowing Other Defenses to FED Actions

In addition to allowing contractual defenses, the Oregon courts should also permit other defenses to FED such as unclean hands, proof of a retaliatory eviction attempt, and constructive eviction of the landlord for failure to repair defective conditions in the rental unit.

1. Unclean Hands

Although the FED action is a creature of statute it has been construed as having equitable overtones sufficient to permit the raising of the equitable defense of unclean hands.¹⁰⁹ In any event there is authority that this equitable defense is available as a defense to a legal action.¹¹⁰ The defense per se is a well-settled equitable doctrine.¹¹¹ It applies whenever it appears that the right upon which the plaintiff relies has arisen from a wrong or breach of duty or violation of the law.¹¹²

¹⁰⁸ See *Diamond Housing Corp. v. Robinson*, 257 A.2d 492 (D.C. Cir. 1969). However, it would seem that it is a purpose of the housing code of Portland not to enforce contracts for the tenancy of premises in violation of the codes. See note 106 *supra*. Even an FED action brought pursuant to a thirty-day notice would be defeated.

¹⁰⁹ *Beck v. Trovato*, 260 Iowa 693, 150 N.W.2d 657 (1967); *Bentler v. Poulson*, 258 Iowa 1008, 141 N.W.2d 551 (1966); *Strom v. Union Oil Co.*, 88 Cal. App. 2d 78, 198 P.2d 347 (1948); *Knight v. Black*, 19 Cal. App. 518, 126 P. 512 (1912).

¹¹⁰ See *Fibreboard Paper Prod. Corp. v. Local 1304, United Steelworkers*, 227 Cal. App. 2d 673, 39 Cal. Rptr. 64 (1964).

¹¹¹ *Robinson v. Manning*, 233 Or. 392, 378 P.2d 277 (1963); *Padgett v. Padgett*, 199 Cal. App. 2d 652, 18 Cal. Rptr. 739 (1962); *Eglin Manor, Inc. v. United States*, 279 F.2d 268 (Ct. Cl. 1960).

¹¹² *Rhine v. Terry*, 111 Colo. 506, 143 P.2d 684 (1943). See generally 27 Am. Jur. 2d *Equity* § 138 (1966); 30 C.J.S. *Equity* § 93 (1965).

This maxim [clean hands] is far more than a mere banality. It is a self-imposed ordinance that closes the doors of a court of equity to one tainted with inequitable-ness or bad faith relative to the matter in which he seeks relief, however improper may have been the behavior of the defendant. That doctrine is rooted in the historical concept of court of equity as a vehicle for affirmatively enforcing the requirements of conscience and good faith. This presupposes a refusal on its part to be "the abettor of iniquity."¹¹³

In Oregon the FED action is considered an action at law because the sole issue is the right to possession of the premises.¹¹⁴ The courts, however, have recognized that certain types of equitable defenses must be considered by the court,¹¹⁵ and they specifically have recognized the general equitable principles of the doctrine of unclean hands.¹¹⁶ The distinction that the sole issue involved in an FED action is the right to possession is not determinative, because the defense of unclean hands also goes to the right to possession. In any event the merger of law and equity in Oregon appears to have eroded further the distinction of FED as a solely legal action. Finally, the conferring of exclusive jurisdiction over FED actions by the legislature in 1971¹¹⁷ on the district courts would seem to have destroyed any remaining reason for the continuation of the distinction.¹¹⁸

The foregoing changes suggest that the equitable defense of unclean hands would be available to FED actions in Oregon.¹¹⁹ This defense need not be based only on housing code violations, because if the demand sought to be enforced is unconscionable, equity should refuse enforcement notwithstanding that the right claimed is one recognized

¹¹³ Precision Instrument Mfg. Co. v. Automotive Maintenance Mach. Co., 324 U.S. 806, 814 (1945).

¹¹⁴ Reckard v. Ryan, 133 Or. 108, 288 P. 1053 (1930).

¹¹⁵ See Leathers v. Peterson, 195 Or. 62, 244 P.2d 619 (1952) (mental incompetence); Crossen v. Campbell, 102 Or. 666, 202 P. 745 (1922) (forfeiture of lease); Friedenthal v. Thompson, 146 Or. 640, 31 P.2d 643 (1934) (reformation of lease); L.B. Menefee Lumber Co. v. Abrams, 138 Or. 263, 5 P.2d 709 (1931) (lessor's breach of dependent covenant not to rent another part of premises to business competitive with lessee—tried by stipulation). All of these cases were cited in Lindsey v. Normet, 405 U.S. 56, 66 n.11 (1972).

¹¹⁶ E.g., Taylor v. Grant, 204 Or. 10, 279 P.2d 479 (1955).

¹¹⁷ Ch. 23, § 1, [1971] Or. Laws 1184, amending ORS 46.060(1) (e) (1971). See note 31 *supra*.

¹¹⁸ The primary reason for maintaining the distinction was the transference to the circuit court of bases for suits in equity for determination because the district courts lacked general equity jurisdiction. Under the 1971 legislative changes, at least in FED actions, the district court now appears to have that jurisdiction. See note 31 *supra*.

¹¹⁹ In any event this defense would be of the type that presents a traditional equitable defense rather than the basis for a suit in equity. Therefore, it probably could be asserted in district court pursuant to ORS 46.060(1) (h) (1971), notwithstanding the old practice of transferring cases raising affirmative equitable defenses to the circuit court.

by law.¹²⁰ Fundamental fairness should be used in defining the limits of this defense on a case-by-case basis.

2. Retaliatory Eviction

Defenses based on retaliatory eviction have arisen in various circumstances. These include eviction because the tenant reported housing code violations¹²¹ or utilized a "repair and deduct" statute;¹²² because of tenant organizing¹²³ or participation in a "rent strike";¹²⁴ and because of the tenant's race.¹²⁵ This category would include any type of eviction in which it was proved that the substantial motive was retaliation for the exercise of some constitutional or statutory right by the tenant.¹²⁶ One such right, in addition to the examples above, would be the right to litigate a breach of contract damage action (by the tenant against the landlord) while the tenant remains in possession. Filing a lawsuit is an exercise of the first amendment constitutional right to petition the government for a redress of grievances¹²⁷ and therefore the landlord could not evict a tenant for filing a lawsuit. Any claim sufficient to support a breach of contract action brought by the tenant against the landlord should also be sufficient as an affirmative defense to an FED action. The result of denying such a defense is a foreclosure of any negotiating process between the landlord and the tenant, leading to a race for the courthouse. Suit would be filed by the informed tenant in every instance in which a dispute might arise

¹²⁰ *Interstate Sav. & Loan Ass'n v. Badgley*, 115 F. 390 (C.C. Or. 1902).

¹²¹ *Edwards v. Habib*, 397 F.2d 687 (D.C. Cir. 1968); *Dickhut v. Norton*, 45 Wis. 2d 389, 173 N.W.2d 297 (1970). See generally Annot., 40 A.L.R.3d 740 (1971).

¹²² *Schweiger v. Superior Court of Alameda County*, 3 Cal. 3d 507, 476 P.2d 97, 90 Cal. Rptr. 729 (1970).

¹²³ *McQueen v. Druker*, 317 F. Supp. 1122 (D. Mass. 1970), *aff'd*, 438 F.2d 781 (1st Cir. 1971); *Hosey v. Club Van Cortlandt*, 299 F. Supp. 501 (S.D.N.Y. 1969).

¹²⁴ *Portnoy v. Hill*, 57 Misc. 2d 1097, 294 N.Y.S.2d 278 (1968).

¹²⁵ *Abstract Inv. Co. v. Hutchinson*, 204 Cal. App. 2d 242, 22 Cal. Rptr. 309 (1962); *Reitman v. Mulkey*, 387 U.S. 369 (1967).

¹²⁶ *Robinson v. Diamond Housing Corp.*, 463 F.2d 853 (D.C. Cir. 1972). See generally Moskowitz, *Retaliatory Eviction—A New Doctrine in California*, 46 J. St. B. CAL. 23 (1971). Several new rights have been given statutory protection. Reporting housing code violations: ILL. ANN. STAT. ch. 80, § 71 (Smith-Hurd 1966); N.J. STAT. ANN. 2A:42-10.10 (Supp. 1972); R.I. GEN. LAWS § 34-20-10 (1970); MASS. ANN. LAWS ch. 186, § 18 (Supp. 1971); MICH. STAT. ANN. § 26.1300(204) (1970). Invoking rent withholding procedure: PA. STAT. ANN. tit. 35, § 1700-1 (Purdon's Supp. 1972).

¹²⁷ The right to petition the government for redress of grievances is clearly within the protective scope of the first amendment to the United States Constitution, and it has been held to extend to the states through the fourteenth amendment. *United Mineworkers v. Illinois State Bar Ass'n*, 389 U.S. 217 (1967); *Brotherhood of Railroad Trainmen v. Virginia*, 377 U.S. 1 (1964); *NAACP v. Button*, 371 U.S. 415 (1963).

against the landlord are litigated under substantive law of landlord-tenant relations differs widely among the States. In some jurisdictions a tenant may argue as a defense to an eviction for nonpayment of rent such claims as unrepaid code violations, breach of warranty of habitability, or that the landlord is liable for reporting building violations or for exercising constitutional rights.¹⁵ Some States have enacted statutes authorizing summary judgment in certain situations. In other jurisdictions, these defenses, if recognizable at all, must be pleaded in a separate tort, contract, or equity suit. There is no doubt that Oregon excludes any defense it recognizes as "available" in summary judgment questions (physical possession, forcible withholding, lease to possession) at issue in summary judgment.

III

It also cannot agree that the Equal Protection Clause is invalid on its face. The Equal Protection Clause. That Oregon FED suits differ substantially from other litigation where the time between complaint and trial is substantially

longer,¹⁷ and where a broader range of issues may be considered. But it does not follow that the Oregon statute invidiously discriminates against defendants in FED actions.

[10, 11] The statute potentially applies to all tenants, rich and poor, commercial and noncommercial; it cannot be faulted for over-exclusiveness or under-exclusiveness. And classifying tenants of real property differently from other tenants for purposes of possessory actions will offend the equal protection safeguard "only if the classification rests on grounds wholly irrelevant to the achievement of the State's objective," *McGowan v Maryland*, 366 US 420, 425, 6 L Ed 2d 393, 398, 91 S Ct 1101 (1961), or if the objective itself is beyond the State's power to achieve, *Gomillion v Lightfoot*, 364 US 339, 5 L Ed 2d 110, 81 S Ct 125 (1960); *NAACP v Alabama*, 377 US 288, 12 L Ed 2d 325, 84 S Ct 1302 (1964); *Douglas v California*, 372 US 353, 9 L Ed 2d 811, 83 S Ct 814 (1963). It is readily apparent that prompt as well as peaceful resolution of disputes over the right to possession of real property is the end sought by the Oregon statute.¹⁸ It is also

353 F2d 474 (CA5 1965); *United States v Beaty*, 288 F2d 653 (CA6 1961).

16. N. Y. Multiple Residence Law § 305-a (1966); Ill Ann Stat, c 23, § 11-23 (Smith-Hurd Supp 1969); Mass Ann Laws, c 239, § 8A (1968); Pa Stat Ann, Tit 35, § 1700-1 (Supp 1969). See generally Comment, Rent Withholding and the Improvement of Substandard Housing, 53 Cal L Rev 304 (1965).

17. An FED defendant has from two to six days between the serving of the complaint and trial unless he files a continuance bond. See §§ 105.135, 105.140, n 3, supra.

18. The statute itself declares the public policy of the State of Oregon to be that "No person shall enter upon any land,

clear that the provisions for early trial and simplification of issues are closely related to that purpose. The equal protection claim with respect to these provisions thus depends on whether the State may validly single out possessory disputes between landlord and tenant for especially prompt judicial settlement. In making such an inquiry a State is "presumed to have acted within [its] constitutional power despite the fact that, in practice [its] laws result in some inequality." *McGowan v Maryland*, supra, at 425-426, 6 L Ed 2d at 398-399.

At common law, one with the right to possession could bring an action for ejectment, a "relatively slow, fairly complex and substantially expensive procedure."¹⁹ But as Oregon cases have recognized, the common law also permitted the landlord to "enter and expel the tenant by force, without being liable to an action of tort for damages, either for his entry upon the premises, or for an assault in expelling the tenant, providing he uses no more force than is necessary and do[es] no wanton damage." *Smith v Reeder*, 21 Ore 541, 546, 28 P 890, 891 (1892). The landlord-tenant relationship was one of the few areas where the right to self-help was recognized by the common law of most States, and the implementation of this right has been fraught with "violence and quarrels and

tenement or other real property unless the right of entry is given by law. When the right of entry is given by law, the entry shall be made in a peaceable manner and without force." § 105.105. One out of actual possession of real property, although lawfully entitled to such possession, is liable criminally for assault and battery if, instead of filing an FED action, he accomplishes an entry upon such real property by the exertion of force against the person

[31 L Ed 2d]—4

bloodshed." *Entelman v Hodel*, 95 Ga 390, 392, 22 SE 545 (1895).²⁰ An alternative legal remedy to prevent such breaches of the peace has appeared to be an overriding necessity to many legislators and judges.

Hence the Oregon statute was enacted in 1866 to alter the common law and obviate resort to self-help and violence. The statute, intended to protect tenants as well as landlords, provided a speedy, judicially supervised proceeding to settle the possessory issue in a peaceful manner:

"But if [the landlord] forcibly enter and expel the tenant, while he may not be liable to him in an action of tort, he is guilty of a violation of the forcible entry and detainer act, which is designed to protect the public peace; and in such case the law will award restitution to the tenant, not because it recognizes any rights in him, but for the reason that out of regard for the peace and good order of society it does not permit a person in the quiet and peaceable possession of land to be disturbed by force, even by one lawfully entitled to possession." *Smith v Reeder*, supra, 21 Ore, at 546-547, 28 P at 891.

Before a tenant is forcibly evicted from property the Oregon statute requires a judicial determination that he is not legally entitled to pos-

session of an actual occupant who opposes and resists such entry. *Corbly v Miller*, 106 Ore 46, 54-56, 211 P 163, 166-167 (1922).

19. A. J. Casner & W. B. Leach, Cases and Text on Property 451 (2d ed 1969).

20. See Annot, Right of Landlord to Dispossess Tenant Without Legal Process, 45 ALR 313 (1926), 49 ALR 517 (1927), 60 ALR 280 (1929), 101 ALR 476 (1936), 6 ALR3d 177 (1966).

*Re. location
J.H.*

HAMPTON CLINIC



Photo: Dorreen Labby

The Fred Hampton Peoples Free Health Clinic is still in the process of settling into its new building at 2341 N. Williams Avenue. Just up a block and around the corner from their old location, the clinic staff now shares offices with the former Malcolm X Dental Clinic. Office hours for the health clinic are 7-10 p.m., Monday, Wednesday, and Friday. There's a volunteer doctor on duty each evening who'll examine and treat you or, if necessary, refer you to a specialist or a clinic better equipped to give intensive or long term care. The Dental Clinic isn't open now but will begin taking appointments again around the beginning of October.

"Everybody's Welcome!" That's Sandra Ford's message to the Albina community and anyone in Portland who needs medical care and can't afford to pay for it. It's true. There's a warm, unofficial, friendly atmosphere in the tiny clinic waiting room with the staff out talking to visitors, calling regulars by name, and making first-timers feel comfortable. Outside through the big front window, the blare of a R&B station and the night traffic of cars and people on Williams Ave. is reassuring. It's not like the ritual purgatory of subdued light, plastic plants, and Ladies Home Journal that prepares you for the vision of your family doctor.

While I sat talking to Sandra, 3 black teenagers and a baby, a middleaged black woman, and a young white woman who came in scared because there was blood in her ear, saw the doctor. They walked in, gave their names, saw the doctor and then left or stayed around to talk. Just like that, no red tape, no hassles.

As well as seeing walk in patients, the clinic has preventative health care and information programs designed to meet the needs of the Albina community. Hypertension and sickle cell anemia testing, V.D. treatment, immunizations, and a well-baby clinic are all ongoing programs to keep the community healthy.

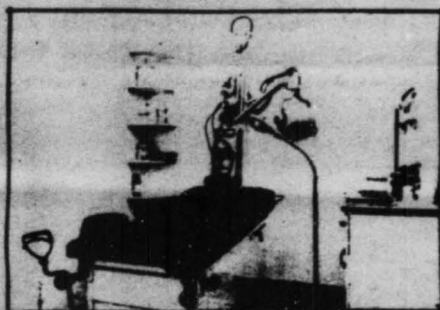
One in four black people suffer from hypertension. Hypertension is the 2nd most important health problem in the black community, mental illness is the first. Hypertension is called the "silent killer" because there are no outward symptoms of the damage to organs and heart that a person may be suffering. Age or sex is not a factor. Blacks as young as 15 have died of strokes caused by undiagnosed hypertension. It is therefore extremely important that all blacks be tested for hypertension and properly treated if they are found susceptible to the disease. At this time hypertension is treated exclusively by expensive drugs but staff members at the clinic are trying to work out a preventi-

tive program of diet and physical exercise that may eventually replace drugs as treatment.

The Peoples Free Health Clinic has served Portland for many years and it's dedicated volunteer staff of organizers and medical people have struggled to keep the clinic open despite times of no money and pressure from various city and medical bureaucracies. The clinic's latest clash with Emanuel Hospital and the Portland Development Commission over demolition of the previous clinic for the hospital's now defunct expansion plan ended in victory with Emanuel agreeing to pay the clinic's rent for the next five years at its new location. The clinic is still supported mainly by donations with some money coming in from Emanuel for the sickle cell testing. With new, better funded health-care facilities growing up in the wake of the Peoples Clinic's efforts, the clinic will remain as a small but welcoming "people's place" in an area where, for good or bad, city and federal programs are taking control of the people's future. Sandra re-iterated the clinic's simple code. "What we have to give people is time and care. We are trying to take time to let people know we care about them."

The clinic needs volunteer workers, particularly a carpenter and a plumber. If you can help the clinic out with a donation of work or money please call 281-1209.

Dorreen Labby



NEW FREE CLINICS. The newly opened Albina Health Care Center has a 170,000 dollar grant from Model Cities, a beautiful new suite of offices and equipment, and is staffed by third world doctors. It offers free doctors and medicine to Model Cities residents. Soon to be opened is Health Help at the St. Andrew's Church at N.E. 8th. More on the order of the People's Clinic and working closely in conjunction with them Health Help will offer a counseling service as well as free medical care. (These are the people who have given such unflagging support to the farmworkers struggle here in Portland.)

Chambers 5-3-73

Clinic ordered to surrender

The Multnomah County Department of Judicial Administration removed the personal property belong to the Fred Hampton People's Health Clinic from property owned by the Portland Development Commission at 109 N. Russell Street. This action was taken pursuant to a Court judgement entered on March 15, 1973, ordering the removal of the Clinic from the property.

The Clinic had occupied the property rent free for a period of 16 months. During this period, the Development Commission and Emanuel Hospital had offered the Clinic comparable facilities rent free for a period of five years.

The action by the Commission in enforcing the court judgement was made necessary by reason of the construction of a street and relocation of utilities to serve the surrounding neighborhoods, Stanton Yards and Emanuel Hospital. The street is presently under construction and the city advised the Development Commission that the property was needed for construction the first week in May. They also stated that, if there were any delay to the contractor due to the demolition of the building, the expense would have to be absorbed by the

Development Commission.

The Commission advised that, at the request of Kent Ford, Clinic spokesman, the personal property would be moved directly to the new offices where the Clinic will be operated at 2341-2343 N. Williams Avenue. The rent for this new facility will be paid by Emanuel Hospital until August, 1977. In addition, the Development Commission will make a relocation payment to the Clinic.

Benjamin C. Webb, Chief of Relocation for the Development Commission, said: "For the past 21 months we and Emanuel have made every effort to get the Clinic to relocate its facilities voluntarily. We have offered the Clinic several alternative facilities with several years of free rent, any one of which could have provided the Clinic with facilities comparable to, if not better than, the facility they now occupy. The Clinic has consistently disregarded our good faith efforts to resolve this matter."

According to Kent Ford, the facilities offered by the Portland Development Commission and Emanuel Hospital either required a large outlay of cost to bring up to standards, or did not have sufficient room to house the clinic.

Eviction Of 'Peoples' Clinic Protested By Director

The Fred Hampton Peoples Free Health Clinic was evicted from its offices at 109 N. Russell St. Tuesday to make way for a street-widening project.

"We regret this very much. It is the first eviction in all the time of the Emanuel Hospital expansion project," said Benjamin C. Webb, relocation chief for the Portland Development Commission.

The action was protested by Kent Ford, clinic director, who said the eviction came without warning.

"They just broke in here this morning at about 8 and started moving our equipment," Ford said.

"More than \$1,000 in vaccine has been destroyed because it has to be refrigerated and they have taken away \$10,000 worth of equipment."

The clinic was to be moved Tuesday, but when Ford arrived with a truck to begin moving equipment at about 8:30 a.m. eviction already had begun, Ford said.

The clinic had been ordered moved a week ago, according to Webb. "Ford promised to get everything out last weekend and he made another promise for yesterday, but as late as 11 last night no moving was taking place," Webb said.

"The city engineers said this street would be widened the first week of May and that building had to be down no later than today."

The Portland Development Commission notified the Multnomah County sheriff and obtained an order to enter the building Tuesday,

Webb said.

Because of the eviction, the clinic will forfeit about \$300 of a \$2,500 payment that was to come from PDC, Webb said.

"We will have to deduct the cost of the van and moving," Webb said.

All clinic equipment was

moved to 2341 N. Williams Ave., the new clinic site, which also houses the Fred Hampton dental clinic.

Emanuel Hospital has agreed to pay the \$125-per-month rent at the new clinic site for four or five years, Webb said.

"We really don't see how

this eviction is going to hurt them (the clinic) — the drugs are a loss, but the electricity already was off when we got here," Webb said.

"We would have loved to get out of this without a hassle."

The eviction was prema-

ture and not according to agreement, according to Charles Harris, Legal Aid attorney for the clinic.

"We were under the impression that nothing would happen until things were settled with the new landlord and with the hospital," he said.



PROTESTING eviction by Portland Development Commission of Fred Hampton Peoples Free Health Clinic from quarters at 109 N. Russell St. is the director, Kent Ford,

right. Ford protests to Benjamin C. Webb, relocation chief for the commission.

5-2-73

OREGON JOURNAL 5/2/73

Health clinic at new site

The Fred Hampton Peoples Free Health Clinic, faced with eviction from its old site, was expected to begin operating at 2341-43 N. Williams Ave. Tuesday.

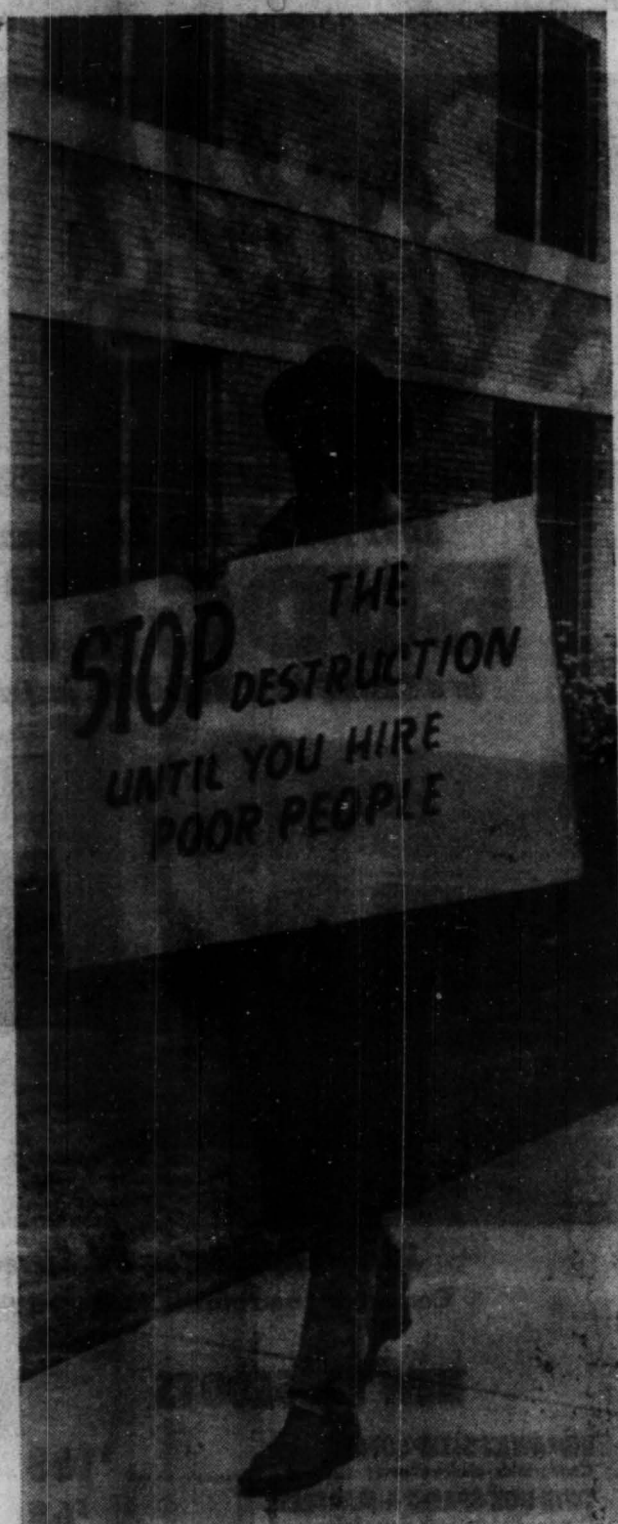
Clinic director Kent Ford said most of the moving operation was completed Monday night and service from the new facility, located in a former dental clinic building, would begin Tuesday.

Emanuel Hospital officials had given the clinic until 8 a.m. Tuesday to move out of the old site at 100 N. Russell St. The building is slated for demolition.

President elected

SALEM (AP) — William Elfering, a Pilot Rock insurance salesman, is the newly elected state president of the Oregon Jaycees, succeeding Thomas R. Brown of Salem.

Oregon 5/1/73



Protester

ECHOING SENTIMENTS of minority group persons in the Albina area protesting handling of relocation project for residents displaced by Emanuel Hospital expansion, picket walked with several others in front of hospital Thursday.

Hospital Picketed By Minority Groups

Members of racial minority groups associated with The Left Out Ones, Inc. and the Fred Hampton People's Free Health Clinic picketed in front of Emanuel Hospital Thursday to protest what spokesman Kent Ford called "racist policies of hospital management".

Claiming that numerous attempts have been made to reach an agreement with Emanuel administrative officials regarding hiring of minority group persons, Ford said "officially there has been no response regarding jobs".

Pickets ask for a guaranteed 20 per cent minority

group employment in construction of Emanuel's Hospital Expansion Project and in the new building when a construction contract is signed.

"In 60 years of nursing school history," Ford said, "only one black was graduated."

Ford also claimed that an agreement to develop 180 to 300 units of low and moderate income housing in the area to relocate persons displaced by the expansion and also to provide a facility for the displaced clinic has not been kept.

Oscar Gustafson, senior vice president of Emanuel Hospital, explained that the hospital had a responsibility to provide care to the patients "and at the most reasonable cost to the patient." He said the hospital cannot afford an outreach program to look for minority group employees or to create new jobs for them.

He said that a building had been found to house the free clinic but that after agreeing to do what was necessary to get it in shape, clinic workers refused the facility saying it would cost too much to do so.

A further offer was made, Gustafson said, to lease another building on Union Avenue through the Portland Development Commission but it had not been accepted.

"There were six agencies involved when an agreement was made and we agreed to do everything possible to see that replacement housing would be made in the community," he stated. He added that no date had been set but that those involved had given the project top priority.

3-16-73

Ex-Panther leader focuses attention on people projects

By JANET GOETZE

of The Oregonian staff

500-74-1

"In the trend the world is taking, the people will have to cast off their negative ideas and see the negative ideas are stagnated...."

"We're not interested in integration or assimilation but seeing that blacks and whites can work together for all mankind...."

"People have to come together and work out their own program to survive...."

Kent Ford, 30, hasn't always been everybody's idea of a spokesman for togetherness. A few years ago, he was making waves, and sometimes raising hackles, as leader of Portland's Black Panthers.

But these days, he isn't interested in discussing the local party.

"We're kind of off by ourselves now," he said, a wry smile showing beneath his short beard. "Ever since the split in the Panthers between Oakland and Chicago, well...."

"We're just concerned about Oregon, now, and the Indians at Wounded Knee," he said.

Ford's conversation turns to wars of national liberation, overthrowing imperialism and ending the oppression of the ruling classes.

Not black ideas

These concerns are not the black separatist ideas, frequently associated with the party, but they are topics that have appeared in Panther literature for at least three years.

"We have to eliminate racism and imperialism all around the world," he said. "We know we have to go through emergency social changes... to liberate ourselves from 400 years of racism and imperialism. I'm not talking about just blacks, but Chicanos, Indians and poor whites. It's a struggle against the ruling class."

He said he feels as much enmity toward "the black bourgeoisie propped up by the Nixon administration to oppress the black masses" as he does toward the white ruling class....

The struggle he sees as necessary is not one for civil rights but basic human rights, he said.

"You can't make any racial statements when it's a class struggle," Ford said.

No job now

While Ford has been called a firebrand, among other things, his construction

project ended, but Ford said federal cutbacks may necessitate its revival.

A sickle cell anemia testing and educational program began in April, 1970, to inform blacks of the inherited blood disorder most commonly found in the United States among persons descended from West Africans.

Ford said he joined with other people in forming a local Sickle Cell Anemia Foundation chapter, which now has an office, and funding through Emanuel Hospital, at 3620 N. Vancouver Ave.

In 1969, he helped mobilize volunteer physicians for a People's Free Health Clinic, named for Fred Hampton, a Black Panther leader shot in Chicago during a police raid.

A dental clinic was started two months later, staffed with volunteers from both private practice and the University of Oregon Dental School.

During its first two years, the medical clinic was open five nights and the volunteer doctors and nurses saw between 75 and 100 people a week, Ford said. Recently, it has been open only three nights a week.

"The numbers began to decrease after Portland Development Commission began to relocate people," Ford said. The relocation was undertaken for the Emanuel Hospital expansion project.

'Black removal'

"'Urban renewal' has become 'black removal' from this area," he said.

The dental clinic now makes only referrals, Ford said, and the medical clinic is faced with eviction from 109 N. Russell St. because of the hospital expansion.

The hospital found a former plumbing shop near N. Williams Avenue on NE Shaver Street for the clinic, Ford said. But renovation would cost \$17,000, and PDC has offered only \$2,500 in relocation aid, he said.

People working at the clinic aren't interested in becoming part of a government agency, Ford said, "because you get a program one day, and tomorrow you don't."

"If a program is truly a people's program, the government can't take it away," he said.

He scoffed at Model Cities and Portland Metropolitan Steering Committee for their current distress over federal cutbacks.

"They're crying to Washington for more money. We

4255-141

2115 ytnuo

Hampton clinic told it must vacate site

The Fred Hampton People's Free Health Center will have to vacate its quarters at 108 N. Russell St. to make way for a major expansion by Emanuel Hospital, Multnomah County Circuit Judge John C. Beatty ruled Wednesday.

Beatty held that the Portland Development Commission, the city's urban renewal agency, owns the property and is entitled to immediate possession. He said the evidence showed the PDC had given the clinic more notice than required by law.

The building which the clinic occupies is scheduled for demolition later this month.

Multnomah County Legal Aid Service attorneys, representing the clinic, argued that the PDC has not provided the level of relocation assistance required by law.

Beatty said in his opinion, however, that the PDC had not failed to provide the "limited" assistance required by federal law. He also noted that the agency

cannot guarantee relocation to the satisfaction of the clinic.

Attorneys for the commission told the court the PDC acquired title to the clinic building from its owner in December, 1971, and informed operators of the clinic they could use the building rent free until it was needed.

Attorneys for the clinic told the court Emanuel Hospital authorities have offered use of a building at N. Wil-

dams Avenue and Stanton Street. They said, however, that remodeling of the structure for use as a clinic would cost \$17,000.

Kent Ford, who described himself as "a community servant at the clinic," testified he understood the clinic would be allowed to operate until "suitable location" was found.

He said following the hearing that the clinic would not move until "proper facilities" are provided.

In making his ruling, Beatty said it was his conclusion that the clinic performs a valuable service to the community and should continue its work.

The clinic, which depends on the help of donations and volunteers, including doctors and dentists, opened in 1969. Ford said approximately 100 persons are treated there each month.

Ford's wife, Sandra, said the clinic is open to everyone. She said it is the second free health clinic established in the nation, the first being the Haight-Ashbury clinic in San Francisco.

Mrs. Ford said the clinic has no connection with the Black Panthers, a national black activist organization. Fred Hampton was a Black Panther killed several years ago during an alleged shootout between Panthers and police in Chicago.

as water and sewer facilities,
development, mass transit

OREGONIAN
5/15/73

Peoples' Clinic 'Evicted'

The Fred Hampton Free Peoples' Health Clinic was ordered Wednesday by Circuit Court Judge John Beatty Jr. to move out of the building it occupies at 109 N. Russell St.

The City of Portland, through the Portland Development Commission, which owns the building occupied by the clinic, filed a complaint against the clinic for possession of the premises. The building is scheduled to be demolished for expansion of Emanuel Hospital.

Plaintiffs said they acquired the property in December, 1971, and notified the defendant to move several times.

Judge Beatty ruled that more than adequate notice to move was given.

The clinic contended that the Portland Development Commission should find a new location for the health care facility and that the city was violating state and federal relocation laws.

The clinic provides free medical care for an average of 100 persons a month, according to a clinic spokesman.

Council Delays Action On Clinic Fund Permit

Portland's City Council apparently has no plans to act soon on a recommendation that the Fred Hampton People's Health Clinic, Inc., be given a three-month permit to solicit public contributions.

Mayor Terry D. Schrunk said Tuesday he believes Fred Hampton solicitors could seek funds from the public for as long as a year — "as long as there is no adverse activity."

Schrunk said he does not intend to place the recommendation from the Public Solicitations Commission on the council calendar unless there are violations by the solicitors.

Report Released

The solicitations commission is responsible to the mayor. He explained copies of the commission's report, released to The Oregonian Feb. 22, have been made available to other council members.

"If they want it back (on the calendar), they can certainly have it," Schrunk declared.

He said he has been too busy to discuss the report with the council and cannot see how bringing it back before the council "would do anything constructive."

Since Jan. 14 the clinic has had a verbal permit from the council to solicit for 30 days, "or until the solicitations commission reports and a decision is made by the council."

The clinic was taken on the action of Commissioner Nellis, who said after the solicita-

tions commission had refused to issue a permit.

Denial was based on sections of the city code allowing denial if the application is not from a responsible person of good character and reputation and if the solicitation will not be supervised by a responsible person.

Head of the corporation is Kent Ford, Portland Black Panther leader.

Ford's corporation operates the health clinic, staffed by volunteers, and the Malcolm X Dental Clinic and a free breakfast program for children, all in the Albina district.

At the Jan. 14 hearing, the solicitations commission was asked for more detailed evidence for either granting or not granting the permit. A police detective at the hearing said only that he believed issuance of a permit "would not be in the public interest" based on prior complaints about the corporation's solicitations methods.

City Commissioner Francis J. Ivancie, according to the minutes, said at the hearing he believed it was the council's job "to weigh both sides of this issue as such, and then take a vote — but we don't have the adverse side before us."

"I have no report in my council book, or reason for the adverse report, and if it's serious enough a 30-day permit is as bad as a 12-month permit, as far as damage that could be

done.

"If it's not serious, it's another question, but we can't make that determination until we have those facts before us."

In subsequent meetings of

the solicitations commission,

that body reversed itself in recommending a three-month license, conceding that a "substantial segment of the community might not agree."

The commission recommended

that the clinic keep a complete record of all donations of goods and money and of the distribution, as required by city code.

Panther Raps City Permit

Portland Black Panther leader Kent Ford called the recommendation by the Public Solicitations Commission that the Fred Hampton People's Health Clinic, Inc., be given a three-month temporary permit "discrimination."

"We asked for a year's permit," he said in an interview Wednesday after speaking at a Black Student study group at Portland State University.

R. L. Running, commission member, said a temporary permit is a routine thing for an organization applying for its first permit.

"We recently gave the Happy Hollow School a permit for just one month," Running said. "And we only allowed the Francis Center six months because it was new and we were not sure how it was going to operate."

Both organizations had requested a year for their financial campaigns.

Records Criticized

The Black Panther was critical about the outline given by the commission for a better bookkeeping system for the clinic's receiving and paying out of funds.

"We aren't taking any guidelines," Ford said. "If we are breaking the law, they can put us in jail."

Ford heads the clinic which collects money for the Fred Hampton Medical Clinic, the Malcolm X Dental Clinic and a free breakfast program for black children.

Ford said he would continue to operate the clinic if the temporary permit wasn't extended after the three months.

Jonathan Moscow, an officer of the clinic, called the commission's report, "a blatantly racist document."

No date had been set for the City Council's consideration. The item must be filed on the agenda Friday, Feb. 26, to be heard at council meetings the following Wednesday or Thursday.

Solicitations Permit For Clinic Backed

The Portland Public Solicitations Commission has recommended to the City Council that the Fred Hampton People's Health Clinic, Inc., be given a temporary, three-month permit to seek public contributions.

Mayor Terry Schrunk released the commission's findings Monday. It was a reversal from the commission's original stand Jan. 6 when it turned down permit for the Hampton organization to collect money for the Fred Hampton Medical Clinic, the Malcolm X Dental Clinic and a free breakfast program for black children.

The commission conceded that a "substantial segment of the community might not agree" with the commission members' definition of "responsible person of good character."

The commission explained its evidence concerned only Kent Ford, head of the corporation, who "proclaimed himself as head of the Black Panthers in the Portland area."

Witnesses in Circuit Court during a McDonald's drive-in suit for an injunction against Ford and others said "the Black Panther party followed a theme of coercing payments from merchants to community programs sponsored by the Black Panthers," the commission noted.

The owner of the McDonald's stand at NE Union Avenue and Fremont Street, Hamburger Union - Enterprises, Inc., sought an end to Panther picketing of the stand during last summer.

Circuit Judge Robert E. Jones limited the Panthers to

informational picketing and ordered them to stay off the McDonald's property.

The Panthers sought a monthly contribution to support the clinic and breakfast programs.

The commission recommended that the clinic keep a complete record of all donations of goods and money and of the distribution, as required by city code.

The commission also asked that Ford and his volunteers issue sequentially pre-numbered receipts, retaining one copy for the clinic records.

In the January application hearing, Mrs. Ford told the commission that the bookkeeping was limited to a checkbook stub system.

Ford could not be reached Monday. Jonathan Moscow,

another Hampton Clinic officer, said he did not wish to make a statement until he had read the report and conferred with Ford.

The Public Solicitations Commission barred the press from two meetings at which they prepared its report for the City Council.

Mayor Schrunk released the report as soon as he had time to study it and make copies for other city council members.

"I am going to try to get the permit on the calendar for next week," Mayor Schrunk said Monday.

The council granted the Hampton group a three-month temporary permit while the commission collected its evidence. The new permit, if okayed, would be an extension and not run concurrently, the mayor indicated.

Original 2/22/71

Clinic Permit Spurs Debate, No Decision

In a five hour, 50 minute session, the Public Solicitations Commission took no action on the requests of the Fred Hampton People's Health Clinic, Inc., and four other organizations Wednesday.

The City Council at its Jan. 14 meeting asked the commission for further details on why it had given the clinic an unfavorable recommendation. The commission is charged with screening applications for the council of groups which appeal to the public for funds.

Joe Morhead, attorney for the Fred Hampton corporation which is headed by Black Panther leader Kent Ford, asked the commission for the opportunity to respond to the evidence that the commission would offer.

The commission at the January meeting invoked Items 2 and 3 of the city's charitable solicitations code which gives authority for refusal to recommend if "the applicant is not a responsible person of good character and reputation . . . and the control and the supervision of the solicitation will not be under a responsible and reliable person."

The commission Wednesday itemized its case:

— A flyer which called for a boycott of McDonald's drive-in

because it "does not support the free breakfast for school children program, Malcolm Dental Clinic or Fred Hampton People's Clinic."

The leaflet also claimed "McDonald's is used as a base area for PIG attacks on the black community."

— A letter to Tradewell Stores, Inc., dated Sept. 11,

Council Airs Sewer Plan

GRESHAM (Special) — Final plans to double the capacity of Gresham's sewage treatment plant were presented to the City Council Wednesday night.

City Manager Bob McWilliams said bids for construction of the estimated \$1.2 million project may be called in March. Money for the project is now available, he said.

Included in the new plans for increasing the city's present three million gallons per day capacity to six million; installing secondary treatment facilities; and adding a new sludge-handling method. In the proposed facility, sludge will be incinerated. The resulting ash will be used as landfill.

Plans allow for a future doubling of the facility to 12 million gallons.

The long-dormant Multnomah County Fairgrounds in downtown Gresham made another appearance before the council Wednesday night.

A proposal to locate a "flea market" in the old 4-H Building won council approval. A second motion to rent the horse barns for approximately 200 horses from Portland Meadows race track was denied.

Councilmen said allowing horses to be stabled in the barns at this time would lead to a nonconforming use under the present zoning.

1970, in which Jeff Fikes of the Black Panther party, Portland Chapter, asked for three personnel changes and "that you support the people's free breakfast for school children, in care of the Highland Church of Christ . . . These demands are non-negotiable."

— A decision by Judge Robert Jones which forbade the Black Panthers from picketing anyone for failure to make contributions to any charity. Judge Jones said, "There exists no public or private right to compel contributions from anyone to any charity or community activity."

Charges Answered

In rebuttal, Morhead said there was no source given on the "McDonald boycott" leaflet tying it with Kent Ford.

In regard to the Tradewell letter, Morhead wondered if Fikes had the authority to write it.

He called Judge Jones' decision "history" and denied commission members' contention that a reputation is to be based on "history."

Morhead pointed out that since the Sept. 16, 1970, decision there had been no breach of the law, that is, no one had been held in contempt and no one arrested.

He argued the judge's decision had underscored the right to picket and engage in any lawful expression of free speech.

Morhead likened the use of the word "demands" to "Dr.

Man Gets Probation

Robert D. Palmer, 40, Hood River, received a suspended sentence in U.S. District Court Wednesday for failure to file employees withholding tax information. U.S. District Judge Robert C. Belloni placed Palmer on 1-year probation on the condition he pay money due the government. Palmer was operator of a service station.

Martin Luther King's demands on the city of Birmingham."

He asked for more "specific facts" and said the absence of them was "similar to McCarthy."

As tension mounted in the small hearing room, crowded with about 40 spectators, Ford faced the commission and declared, "We don't have to come down here. We have done everything but get on our hands and knees. Now we will play over it."

Ford refused to answer the question of what he would do if the permit was denied.

Jonathan Moscow, one of the officers of the health clinic, exploded at the commission, "Don't tell us Mayor Schunk digs the clinics. We don't like that b---. We feed hungry kids, give medical and dental care. There is no way they can get it if there is no solicitations license."

"It is obvious you want to close us up," Moscow said.

Melvin Hughes, a member of the Legal Aid staff, objected to the commission's acceptance of evidence after Fred Hampton people had left the meeting in January.

Morhead said the Fred Hampton people were trying to "work within the system." He said Portland had avoided "a blood bath with the People's Army Jamboree because of the compromise."

Commission Warned

He warned the commission that it was taking a "dangerous step if it locked out" Ford and his followers in their attempts to help the black community.

The commission set 10:30 a.m. Friday, Feb. 5, as the time it would act on the permit and also those of the National Cancer Society; Baruch, Inc., Harmony House, Inc., and the Boys' Clubs of Portland and the Tri-County Area, Inc.

It gave a favorable recommendation to the Blanchet House, the Metro Youth '71 of Metropolitan Youth Commission; St. Johns Jaycees; Oregon Literacy Inc.; the Rehabilitation Institute of Oregon Guild, and the Happy Hollow Children's Center.

^{File}
Reverse decision 1/16/71

To the Editor: I am distressed that the solicitation committee has denied a request to those seeking funds for the People's Clinic. Respectability is a difficult commodity to define in the strange modern world, but every personal contact I have had with the directorship of this clinic has impressed me with their intent on performing a service to the community and on their industry.

The clinic is an indigenous product of the black community where people who have frequently been fearful of rejection by the medical profession can confidently go and know that they will see someone who wants to see them. It is precisely such a self-directed, self-propelled organization that we should be supporting in the black community.

I hope that the decision can be reversed.

GEORGE S. BARTON, M.D.,
833 SW 11th Ave.

The Oregonian
January 16, 1971

People's Health Clinic Turned Down In Bid To Solicit Funds

The Fred Hampton People's Health Clinic, Inc. was denied Wednesday a permit to solicit the public for funds by the

Public Solicitations Commission, which screens applicants for the city council.

The health corporation, which maintains medical and dental clinics and a breakfast program, is headed by Kent Ford, 15255 N San Rafael St., Black Panther leader.

Other officers are Percy Hampton, vice chairman; Jonathan Moscow, treasurer and co-administrator and Mrs. Ford, secretary.

The commission invoked items 2 and 3 of the city's charitable solicitations code which states that the commission can refuse recommendation if "(2) . . . the applicant is

not a responsible person of good character and reputation, or, . . . any member, managing officer or agent of the applicant is not a responsible person of good character and reputation for honesty and integrity;

"(3) That the control of the supervision of the solicitation will not be under a responsible and reliable person."

The commission's motion said the petition was also denied "due to the inadequate accounting procedure."

Mrs. Ford, who is pregnant, explained to the commission that she noted in the checkbook who contributed. Purpose for

the money drawn out of the corporation's funds was written on the check, Mrs. Ford said, "unless it was something obvious like to the phone company."

Mrs. Ford indicated she used this system because she was not an accountant. Seldom more than \$2 was available at her desk for petty cash, she said.

Although the corporation, named for the Black Panther who was killed in Chicago by police several years ago, has applied for tax exemption, the commissioners were not told of a method of receipts being given to contributors.

The corporation maintains the Malcolm X Dental Clinic, the Fred Hampton Medical Clinic and the breakfast pro-

gram for youngsters.

Moscow estimated it would take \$1,145 a month to finance these operations. He figured there would only be the most minimal of collection expenses since the work would be done by volunteers.

Moscow said the organization had probably raised \$3,000 since the breakfast program was started in September, 1969.

Melvin R. Hughes Jr. of the Legal Aid Service, who appeared with the two officers, asked that it be clearly understood that Moscow's figure of \$3,000 was an estimate and that the financial campaign had been carried on without the group being aware of the necessity of a solicitations permit.

Moscow said the breakfast program was not affiliated

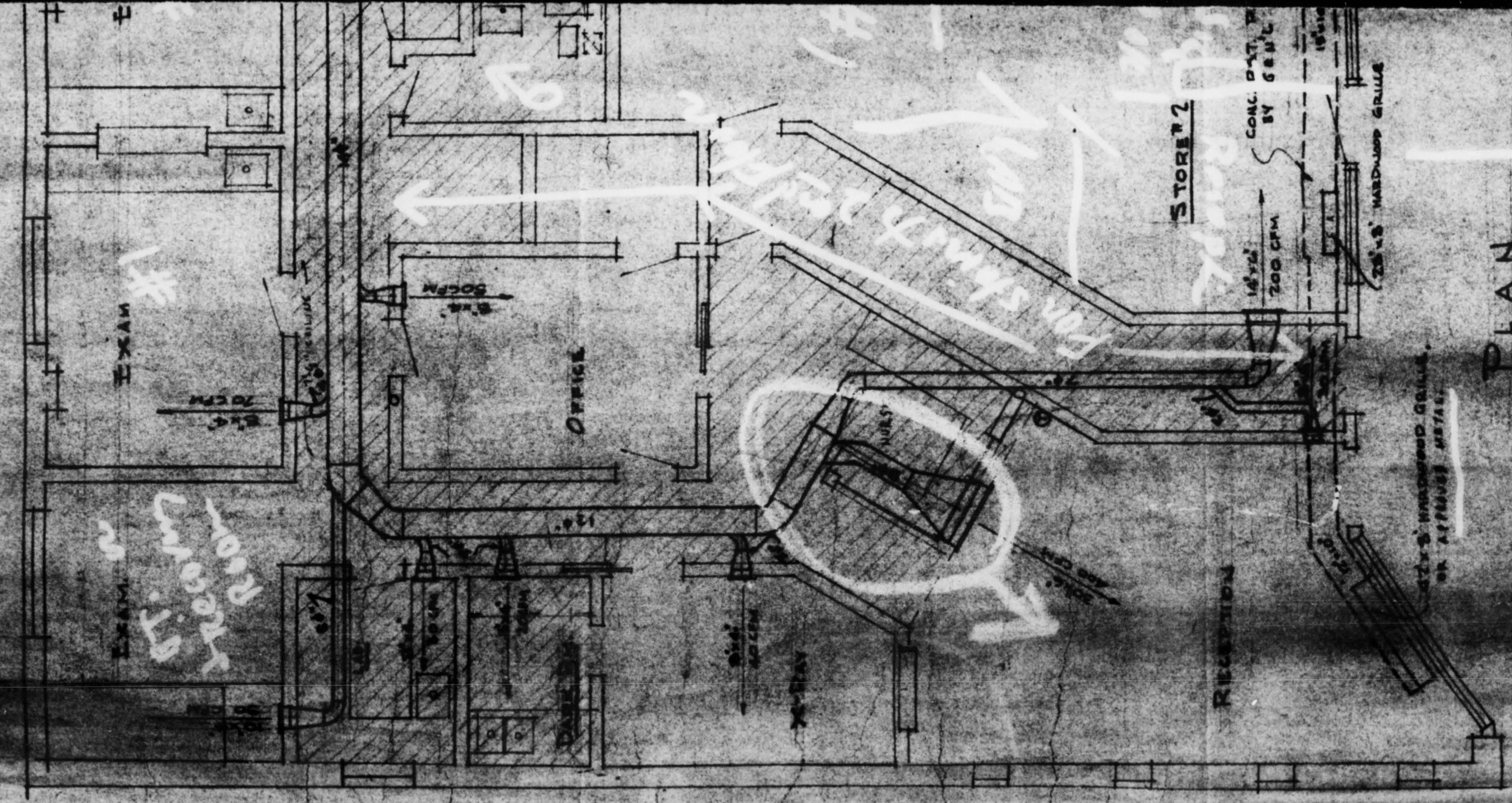
with any similar breakfast programs in the United States and was just a local operation.

The request of God's Ministry of Deliverance and Restoration was tabled by the commission since the applicant did not follow the commission's invitation to appear and give further information.

Also tabled was the Oregon Rehabilitation Institute application pending receipt of additional information.

The commission recommended to the city council for approval Francis Center, the University of Portland Community Action Program and the Free School, Inc.

ALL EXAM. ROOMS - DARK RM. LAB. ALL EXAM. ROOMS



PLAN

SCALE 1/4" = 1'-0"

DENTIST = 8
GHYS = 220

31140

2

1942

700 PM

—12'412' C.A. 257.

2-16" S. GALV. SCREENED LOUVERS
SEE NORTH ELEV. FOR POSITION

20' x 20' GALV. SCREENED LOUVERS

9th Street, N.W.

1

1/2 F.O. SUCT. & CIRC. BAT. LINES

675 GAL. GOOD
F.O. TANK

1 1/2" VENT 2" ABOVE

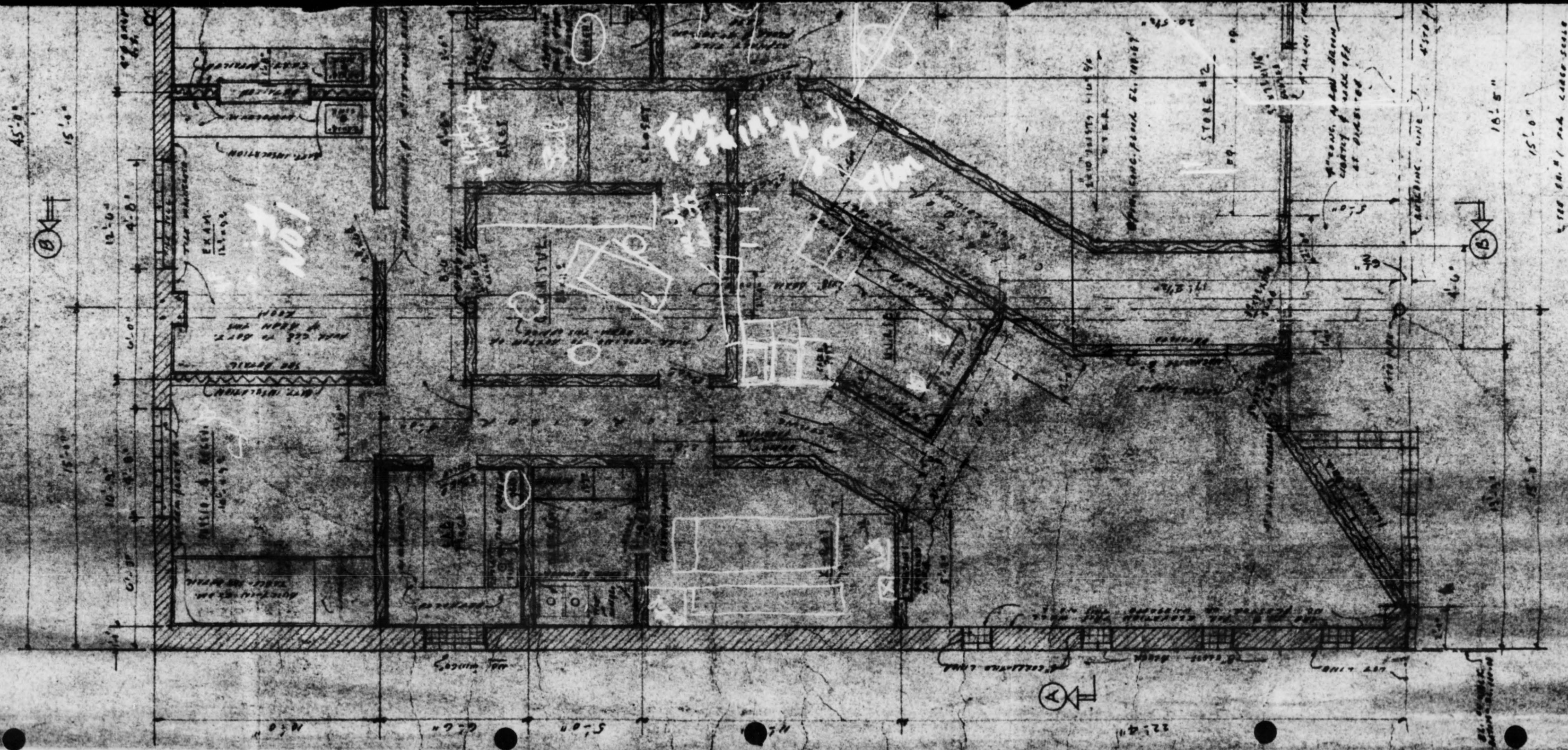
2' FIL & SOUNDING WITH
C.I. BOX & LOCKING COVER

[illegible]

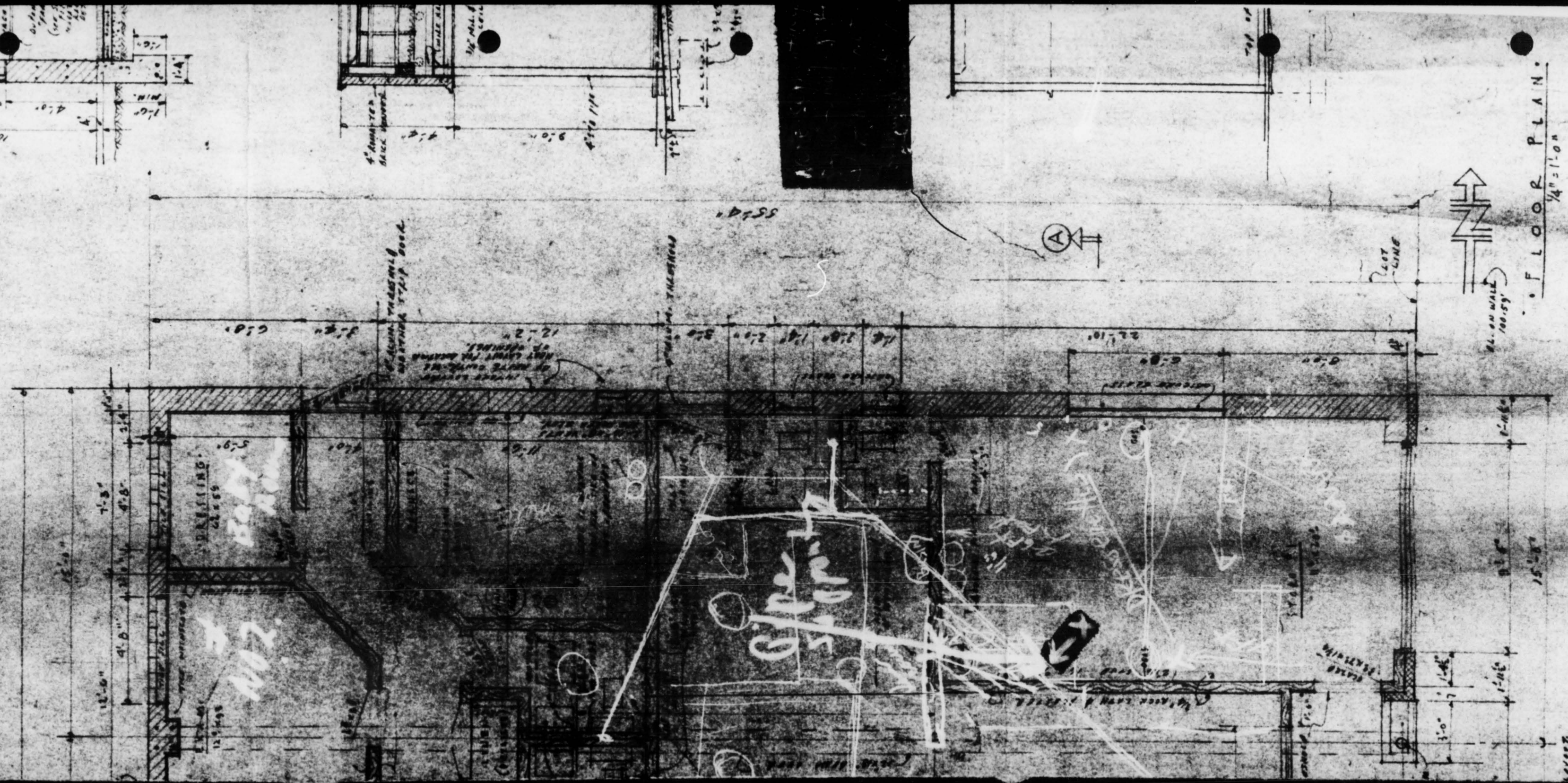
4305
446562

200 ROOM FINISH SCHEDULE

ROOM	WALLS	CEILING	FLOOR	BASE	WOODING	PAINT PLASTER WALLS
RECEPTION	"	"	ASPH. TILE	4" SET ON	"	2 COATS "LATON"
NURSE	"	"	"	"	"	"
X-RAY	"	"	"	"	"	3 COATS ENAMEL
DARK ROOM	"	"	"	"	"	2 COATS DARK "LATON"
LAB.	"	"	"	"	"	3 COATS ENAMEL
CO-ORDINATOR	"	"	"	"	"	"
CONSULTATION	"	"	"	"	"	2 COATS "LATON"
PHYSIO. & REC'D	"	"	"	"	"	3 COATS ENAMEL
EXAM.	"	"	"	"	"	"
DRESSING	"	"	"	"	"	"
MEAN & WOMEN	"	"	"	"	"	"
CLOSETS	"	"	"	"	"	"
FURNACE	"	"	"	"	"	2 COATS CASHEIN
STOLE #1	"	"	"	"	"	"
STOLE #2	"	"	"	"	"	2 COATS CASHEIN
PUBLIC CORRIDOR	"	"	"	"	"	"



UNIT BLOCK WALLS	PAINT CEILING	TRIM	EXISTED METAL	CEILING HEIGHT
COATS "LATEX"		QUEEN & VALUISH	3 COATS LEAD OIL	10'-4"
3 COATS ENAMEL	3 COATS ENAMEL	"	"	7'-6"
COATS DARK "LATEX"	2 COATS "LATEX"	"	"	10'-4"
COATS ENAMEL	3 COATS ENAMEL	"	"	7'-6"
	1 COATS LATEX	"	"	7'-6"
	3 COATS ENAMEL	"	"	9'-4"
	"	"	"	10'-4"
	3 COATS ENAMEL	"	"	10'-4"
	2 COATS ENAMEL	"	"	7'-6"
	"	"	"	10'-4"
	2 COATS ENAMEL	"	"	10'-4"
	"	"	"	10'-4"
	"	"	"	7'-6"
	"	"	"	7'-6"



1. FLOOR PLAN.
1/4" = 1'-0"

Memorandum

Date April 18, 1973

To: File
From: WSJ
Subject: Hampton Clinic Relocation

The attached referral was given to Jim McCandlish, Legal Aid, as a possible site for the clinic. They have apparently already looked at one similar to this, but requiring more money. He seemed interested in this property and was going to investigate.

WSJ:k

MEMORANDUM

Date March 8, 1973

TO: Ben Webb

FROM: Jim Crolley

SUBJECT: Status of rental space adjacent to Dr. Marshall's
office - 2341 N. Williams Avenue

I inquired at Dr. Marshall's office about the availability of the space in his building that appeared to be vacant. His secretary indicated that the present tenants (Black Panther's Dental Clinic) were in the process of moving and have not removed all of their personal property from the site. She also stated that she did not know when they intended to be out completely. There appeared to be, from the outside, a suite of not less than 4 rooms including the waiting room. This space would seem to be adequate in size to accommodate the present volume of client that visits the medical clinic.

JCC:k

ADDENDUM

3-8-73

Black Panther's Dental Clinic

At 4:10 p.m. today Dr. Marshall called concerning my inquiry about the space next door to his. He stated that there are two spaces there and that the Panthers have moved and that he is allowing them to store their equipment there, rent free, until their building that Emanuel has made available to them is ready for occupancy. Also, that Emanuel had offered them a space in an old existing out patient clinic but they had refused it because they wanted a new place, one that was large enough to accomodate both the Medical and Dental clinics combined and for free. He noted that it was at his insistence that they had to vacate the premises there which would indicate that those office spaces are not available to them.

DESCRIPTION

2341 N. Williams 824 sq/ft.

Reception Room outer office

Lab

Hallway down center of bldg.

two operating rooms.

rest room.

2343 N. Williams 220 sq.ft.

one office

waiting room

rest room

Heat is furnished

Rent for both is \$75.00 per month. The two offices could easily be combined.

JCC:k

March 9, 1973

Mr. James Barnes
Attorney at Law
Legal Aid Service
517 N. E. Killingsworth
Portland, Oregon 97211

Re: Fred Hampton Health Clinic
109 N. Russell

Dear Mr. Barnes:

We received a copy on March 7, 1973, of the inventory of the items which the Clinic wishes to move from 109 N. Russell. The Clinic had previously submitted a claim for an in-lieu payment in the amount of \$2,500, but it was later indicated that the Clinic wished to pursue a claim for actual moving expenses, instead. We are therefore sending to you the necessary forms and instructions for such a claim. If after your review, you feel that the Clinic would rather submit a claim for actual moving expenses rather than for the in-lieu payment, return the Claim forms with the necessary bids and other documentation as explained in the instructions.

If you have any questions please feel free to call us.

Very truly yours,

W. Stanley Jones
Relocation Supervisor

WSJ:k
Encl.



WILLIAMS, MONTAGUE, STARK, HIEFIELD & NORVILLE, P. C.

ATTORNEYS AND COUNSELORS AT LAW

BOISE CASCADE BUILDING

PORTLAND, OREGON 97201

TELEPHONE 222-9966

DAVID R. WILLIAMS
MALCOLM J. MONTAGUE
DONALD R. STARK
PRESTON C. HIEFIELD, JR.
OLIVER I. NORVILLE
JAMES E. GRIFFIN
LARRY C. HAMMACK
RICHARD E. ALEXANDER

March 2, 1973 RECEIVED

MAR 5 1973

PORTLAND DEVELOPMENT COMMISSION

**Mr. Holman J. Barnes
Legal Aid
517 N. E. Killingsworth
Portland, Oregon 97211**

**CERTIFIED MAIL
RETURN RECEIPT
REQUESTED**

**Re: Fred Hampton Peoples'
Health Clinic
109 North Russell,
Portland, Oregon**

Dear Mr. Barnes:

I wish to keep you and your client advised of the Commission's intentions and necessities with regard to this property. As you know from Mr. Norville's letters to you, the last of which was February 14, 1973, the Commission must have the property immediately because demolition is to take place next week. We had tried to advise you by telephone of the urgency of the matters contained in his February 14 letter, but have been unable to reach you. Commission relocation personnel have been unable to reach Mr. or Mrs. Ford personally, and have had to work through your office. No one has been able to find anyone to deal with at the premises.

THE BUILDING IS GOING TO BE TORN DOWN. In order to protect and safeguard your client's interests, as well as its own, and having had no word from anyone representing your client or you, the Commission will, next week, file a forcible entry and detainer action in order to insure its own possession, that no one or their belongings will be in the building when it is destroyed, and that your client will again have all the notice we have of the impending demolition.

The Commission reiterates its willingness to provide assistance in moving and to receive promised information, as yet unprovided, from the clinic in order to determine its eligibility for relocation payments.

Mr. Holman J. Barnes
March 2, 1973
Page Two

Having had no contact from the clinic in the past, and in lieu of any response to this correspondence, the Commission must go ahead as outlined above.

Very truly yours,

WILLIAMS, MONTAGUE, STARK,
HIEFIELD & NORVILLE, P.C.

JAMES E. GRIFFIN

JEG:an

cc: Fred Hampton Peoples' Health Clinic
109 North Russell
Portland, Oregon

✓ cc: Ben Webb
Portland Development Commission