

4 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
5 IN AND FOR YAKIMA COUNTY

6 GEORGE W. RADFORD, Jr., and)
7 VILMA RADFORD, his wife,)

8 Plaintiffs,)

9 vs.)

10 ROGER PATTERSON and)
11 JANE DOE PATTERSON,)
his wife.)

12 Defendants.)

No. 51297

COMPLAINT TO ENFORCE
CONTRACT AND FOR AN
ACCOUNTING

13
14 Come now plaintiffs and as a claim against defendants
15 allege and state as follows:

16 1.

17 Plaintiffs at all material times herein were and now
18 are residents of Yakima, Yakima County, Washington.

19 Defendants at all material times herein were and now
20 are residents of Yakima, Yakima County, Washington.

21 2.

22 On May 26, 1967, defendant, Roger Patterson, acting
23 individually and for and on behalf of the community composed of
24 him and Jane Doe Patterson, his wife, entered into a contract
25 with George W. Radford, Jr., and Vilma Radford, his wife, a copy
26 of which contract is attached hereto marked Exhibit "A", and
27 is incorporated herein by this reference.

28 3.

29 By the terms of said contract, defendant, Roger Patterson
30 agreed to pay to the plaintiffs the sum of \$850.00 on or before
31 June 10, 1967, and agreed to pay to plaintiffs all of any and all
32 proceeds received from the release and/or sale of a certain
motion picture.

May 26, 1967

This is a legal and binding agreement between Roger C. Patterson, referred to as borrower, and George and Vilma Radford, referred to as lenders.

George and Vilma Radford agree to loan Roger C. Patterson, the amount of, Seven-hundred Dollars, (\$700.00), as of this day, May 26, 1967, for expenses in connection with filming of "BIGFOOT - AMERICAS UNDISCOVERED," for the following considerations:

- (1.) Eight-hundred and Fifty Dollars, (\$850.00), to be paid back on or before June 10, 1967.
- (2.) Also be of release and/or sale of BIGFOOT - AMERICAS UNDISCOVERED, to be paid upon receipt of any monies received or sold for same.

Also in case suit or action, is instituted to collect this note, or any portion thereof, I, Roger Patterson, agree to pay all costs including attorneys fees.

Date: May 26, 1967

Signed: Roger C. Patterson

Date: May 26, 1967

Signed: George W. Radford Jr.

Date: May 26, 1967

Signed: Vilma Radford

Witness: Jane King

Witness: Dora K. Hunsaker

IN JUSTICE COURT, YAKIMA PRECINCT, YAKIMA COUNTY, WASHINGTON
THOMAS E. GRADY, Jr. J. P.
BEFORE GEORGE H. MULLINS, JUSTICE OF THE PEACE

J. W. McARDLE,

Plaintiff,

vs. TYPED NAME

ROGER PATTERSON and PAT
PATTERSON, husband and
wife,

Defendants.

NO.

23927

COMPLAINT

COMES NOW plaintiff and as claim against defendants alleges
and states as follows:

1.

Both plaintiff and defendants are and at all material
times hereic have been residents of Yakima, Yakima County, Washington

2.

At all material times herein defendants Roger Patterson
and Pat Patterson were acting for and on behalf of the marital
community composed of them.

3.

Plaintiff, J. W. McArdle, is a partner in the firm of
Palmer, Willis, McArdle & Meyer. On January 7, 1969 a promissory
note in the amount of \$700.00, a copy of which is attached hereto
and incorporated herein by this reference, was issued by defendants
and each of them to Palmer, Willis & McArdle, attorneys for George
W. and Velma Radford. Said promissory note bears interest at the
rate of 7% per annum from January 7, 1969 until the date of
default, June 1, 1969, and thereafter at the rate of 12% per annum.
It also provides for reasonable attorneys fees in the event that
suit is commenced to enforce payment of it.

4.

Said promissory note is presently in default and no payments have been made thereon.

WHEREFORE plaintiff prays for judgment against Roger Patterson, individually, Pat Patterson, Individually, and the marital community composed of Roger Patterson and Pat Patterson, husband and wife, in the amount of \$700.00, together with interest thereon from January 7, 1969 until June 1, 1969 at the rate of 7% per annum and thereafter at the rate of 12% per annum until said note is paid, together with such amount as the court deems reasonable in payment of costs, expenses and attorneys fees. Plaintiff prays that said judgment be in the amount of \$1,000.00, together with interest thereon at the rate of 12% per annum until paid.

J. W. McARDLE

STATE OF WASHINGTON)
County of Yakima) ss.

J. W. McARDLE, being first duly sworn, on oath, deposes and says:

That he is the plaintiff above named; that he has read the foregoing complaint, knows the contents thereof, and believes the same to be true.

J. W. McARDLE

SUBSCRIBED AND SWORN to before me this ___ day of December, 1969.

WALTER G. MEYER, JR.
Notary Public in and for the State
of Washington, residing at Yakima

PROMISSORY NOTE

S. Radford

Yakima, Washington
November 17, 1968
J. P. S. P.

FOR VALUE RECEIVED, the undersigned promises to pay to the order of PALMER, WILLIS & McARDLE, attorneys for GEORGE W. and VILMA RADFORD, the sum of SEVEN HUNDRED and NO/100-----DOLLARS, with interest thereon at the rate of 7% per annum, payable on or before April 1, 1969. The makers hereof shall have the right to make increased payments at any time and may pay this note in full at any time.

All payments to be made hereunder shall be made to PALMER, WILLIS & McARDLE, Attorneys for GEORGE W. RADFORD and VILMA RADFORD, at their office address of 506 Miller Building, Yakima, Washington, 98901, or at such other place as the holder hereof may direct in writing.

This note is given in compromise settlement of that certain legal action filed in Yakima County Superior Court under Cause No. 51297, wherein George W. and Vilma Radford are plaintiffs and Roger Patterson and Jane Lee Patterson are defendants, said note representing the remainder due under such settlement after payment of the sum of \$400.00, said amount having heretofore been received by Palmer, Willis & McArdle. Upon payment of this note, said legal action shall be dismissed against all parties with prejudice.

This note shall bear interest at the rate of 12% per annum upon default, and if this note should be placed in the hands of an attorney for collection or if a lawsuit shall be brought to collect any of the principal or interest of this note, we promise to pay a reasonable attorney's fee, together with costs and expenses incurred in its collection. Each maker of this note executes the same as a principal and not as a surety.

Roger Patterson

4
5 IN JUSTICE COURT, YAKIMA PRECINCT, YAKIMA COUNTY, WASHINGTON

6 BEFORE THOMAS E. GRADY, JR., JUSTICE OF THE PEACE

7 J. W. McARDLE,)

8 Plaintiff,)

9 vs.)

10 ROGER PATTERSON and PAT)
11 PATTERSON, husband and wife,)

12 Defendants.)

FILED
JAN 10 1970
THOMAS E. GRADY, JR.
CLERK OF THE PEACE
YAKIMA, WASH.

13 THIS MATTER coming before the undersigned Judge of the
14 above entitled court upon plaintiff's motion for a default judg-
15 ment, and the court having found that due and proper service of
16 Notice and Complaint was served upon Roger Patterson and upon
17 Patricia Patterson on December 5, 1969, and the court being duly
18 advised in the premises, NOW, THEREFORE, it is hereby

19 ORDERED, ADJUDGED AND DECREED that plaintiff, J. W. McArdle
20 be and he hereby is, awarded judgment against defendants, Roger
21 Patterson, individually, Pat Patterson, individually, and the
22 marital community composed of Roger Patterson and Pat Patterson,
23 husband and wife, in the amount of \$999.99, together with interest
24 thereon at the rate of 10% per annum from the date of judgment
25 herein until said amount is paid.

26 DONE IN OPEN COURT this 6th day of January, 1970.

27
28 *Thomas E. Grady, Jr.*
29 Judge

29 Presented by

30
31 *[Signature]*
32 Attorney for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR YAKIMA COUNTY

7-7-1910
10:10 ✓

George A. Radford, Jr.
Plaintiff,

vs.

Robert Patterson, et ux
Defendant.

No. 51297

ORDER OF DISMISSAL, FOR
WANT OF PROSECUTION.

It appearing to the Court that no action has been taken in the above entitled cause for one year immediately prior to mailing of Notice by the Clerk of this Superior Court;

And it further appearing to the Court that such Notice was properly given, in accordance with Rule 41.04W of the Rules of Pleading, Practice and Procedure, as evidenced by the files and records herein; and it further appearing to the Court that no good cause has been shown within the time allowed why the above entitled action should be continued as a pending case

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the above entitled case be and the same is hereby dismissed without prejudice.

DONE IN OPEN COURT this 29 day of June 1910
Edw. H. ...
JUDGE

SUPERIOR COURT OF WASHINGTON FOR YAKIMA COUNTY AGNES L. THOMAS, County Clerk

ROBERT E. GIMLIN and JUDY L. GIMLIN, husband and wife,)	
)	
Plaintiffs,)	No. 58594
)	
vs.)	
)	
ALBERT E. DeATLEY, JR. and JANE DOE DeATLEY, husband and wife; the Estate of ROGER C. PATTERSON and MRS. PATRICIA PATTERSON,)	FINDINGS OF FACT AND CONCLUSIONS OF LAW
)	
Defendants.)	

THIS MATTER having come on regularly for trial before the above entitled court and the plaintiffs Robert E. Gimlin and Judy L. Gimlin, husband and wife, appearing by and through their attorney, DAVID K. CROSSLAND of IVY, ELOFSON, VINCENT, HURST & CROSSLAND and defendants Mrs. Patricia Patterson and Albert E. DeAtley, Jr. and Iva DeAtley, husband and wife, appearing by and through their attorney, RANDALL L. MARQUIS of MARTIN & MARQUIS, and it appearing to the court from their representations and arguments of counsel to the court that the parties have entered into a stipulation in which all of their differences have been settled amicably and are supported by the evidence, now and therefore, the court makes the following

FINDINGS OF FACT

I

That Robert E. Gimlin and Judy L. Gimlin, husband and wife, Albert DeAtley, Jr. and Iva DeAtley, husband and wife, and Mrs. Patricia Patterson are all residents of Yakima County, Washington and have transacted the business affairs of their

1 association in Yakima County, Washington.

2 II

3 That Roger Patterson (now deceased) and Robert E. Gimlin
4 were close friends prior to October, 1967. That during the
5 year 1967, Roger Patterson and Robert Gimlin were engaged in
6 expeditions, tracking and attempting to photograph the mysterious
7 creature commonly known as "Bigfoot". That during said ex-
8 peditions, the camping equipment, horses and tracking expertise
9 of Gimlin were essential and an integral part of each and every
10 expedition.

11 III

12 That in October, 1967 Roger Patterson and Robert Gimlin
13 went to Bluff Creek, Del Norte County, California in an additional
14 endeavor to photograph or find further evidence of the creature
15 "Bigfoot".

16 IV

17 That on said expedition a 16 mm. color filmstrip 24' long
18 and running 1 minute in duration was filmed by Roger Patterson in
19 the presence of Robert Gimlin of a creature commonly referred
20 to as "Bigfoot".

21 V

22 That said film was transported to Yakima County, Washington
23 and developed. That Roger Patterson's brother-in-law, Albert
24 E. DeAtley, Jr., was associated with Roger Patterson and Robert
25 Gimlin for purposes of promoting, publicizing and otherwise
26 commercially exploiting the Patterson film footage. Numerous
27 trips throughout the country were undertaken by the three
28 parties for purposes of authentication and promotion.

29 VI

30 All three individuals consulted with Walter E. Hurst,
31 Attorney at Law, Beverly Hills, California for purposes of
32 creating a viable business entity and protecting their owner-

1 ship interests in the film and the peripheral material or
2 offshoots therefrom.

3 VII

4 As of November 1, 1967 the three parties, Robert E. Gimlin,
5 Roger C. Patterson and Albert E. DeAtley, Jr., formed a business
6 association in the form of a joint venture establishing for each
7 an undivided one-third ownership interest in the "Bigfoot film"
8 and all other related Bigfoot material of the association. In
9 addition, a certificate of business name was thereafter published
10 in the Los Angeles Daily Journal allowing the parties as a business
11 association to assume the business name of "Bigfoot Enterprises".

12 VIII

13 Thereafter, the parties jointly and severally commenced
14 activities to commercially exploit the film, particularly Albert
15 DeAtley and Roger Patterson who commercially used and showed
16 the film footage together with selling and leasing certain
17 property rights regarding the film footage but without just
18 compensation to Robert E. Gimlin, even though Roger Patterson
19 acknowledged on several occasions to third parties that Robert E.
20 Gimlin was a business partner and had an ownership interest in
21 the film footage and its related material.

22 IX

23 That prior to August 5, 1970, Albert E. DeAtley, Jr. trans-
24 ferred and released all of his rights by written instrument to
25 Roger C. Patterson. Roger C. Patterson died January 15, 1972
26 and his surviving widow, Patricia Patterson, is his successor in
27 interest in and to all rights remaining to the "Bigfoot film
28 footage" and its peripheral material. That Mrs. Patricia Patterson
29 is now vested with an undivided two-thirds interest in the business
30 association, the "Bigfoot film" and related material.

IVY, ELOFSON, VINCENT, HURST & CROSSLAND
ATTORNEYS AT LAW
308 N. 2ND STREET

1 two-thirds property right/^{interest}in the said association, "Bigfoot film"
2 and related material of the business association.

3 6. That the parties have in good faith resolved and
4 reconciled their differences herein and have equitably settled
5 their disputes by stipulation which is supported by the evidence.

6 7. That judgment and an order by the court shall be entered
7 outlining the rights and liabilities of Robert E. Gimlin and
8 Mrs. Patricia Patterson, successor in interest to Roger C.
9 Patterson, the remaining parties to the business association.

10 DONE IN OPEN COURT this 16th day of February, 1976.

11 15/ Bruce P. Hanson
12 JUDGE

13 Presented by:

14 IVY, ELOFSON, VINCENT, HURST & CROSSLAND
15 Attorneys for Plaintiffs

16 By: David K. Crossland
17 David K. Crossland

18 Approved as to form and
19 notice of presentation waived:

20 MARTIN & MARQUIS
21 Attorneys for Defendants

22 By: Randall L. Marquis
23 Randall L. Marquis

IN AND FOR WASHINGTON, County of Yakima ss.
AGNES L. THOMAS, Clerk of the above entitled Court, do hereby
certify that the foregoing instrument is a true and correct copy of
the original now on file in my office.

IN WITNESS WHEREOF, I hereunto set my hand and the Seal of
said Court this 16th day of February, 1976
Agnes L. Thomas
AGNES L. THOMAS, Clerk

Findings and Conclusions - 5

IVY, ELOFSON, VINCENT, HURST & CROSSLAND
ATTORNEYS AT LAW
308 N. 2ND STREET
YAKIMA, WASHINGTON 98901
248-3252

SUPERIOR COURT OF WASHINGTON FOR YAKIMA COUNTY

4			
5			
6	ROBERT E. GIMLIN and JUDY L.)	
	GIMLIN, husband and wife,)	
7)	
	Plaintiffs,)	No. 58594
8)	
	vs.)	
9)	
	ALBERT E. DeATLEY, JR. and)	JUDGMENT AND ORDER OF
10	JANE DOE DeATLEY, husband and)	PROPERTY RIGHTS
	wife; the Estate of ROGER C.)	
11	PATTERSON and MRS. PATRICIA)	
	PATTERSON,)	
12)	
	Defendants.)	

THIS MATTER having come on regularly for trial before the above entitled court and the plaintiffs Robert E. Gimlin and Judy L. Gimlin, husband and wife, appearing by and through their attorney, DAVID K. CROSSLAND of IVY, ELOFSON, VINCENT, HURST & CROSSLAND and defendants Mrs. Patricia Patterson and Albert E. DeAtley, Jr. and Iva DeAtley, husband and wife, appearing by and through their attorney, RANDALL L. MARQUIS of MARTIN & MARQUIS, and it appearing to the court from their representations and arguments of counsel to the court that the parties have entered into a stipulation in which all of their differences have been settled amicably and are supported by the evidence, and it further appearing that the said parties have released each other from all claims, demands, and causes of action existing heretofore and the Court having entered its Findings of Fact and Conclusions of Law and being otherwise fully advised in the premises, now, therefore, it is hereby

ORDERED that as of November 1, 1967 Robert E. Gimlin, Albert E. DeAtley, Jr. and Roger C. Patterson formed a business association granting each to the other an undivided one-third ownership

1 interest in the "Bigfoot film" together with related material
2 and offshoots therefrom. It is further

3 ORDERED that Robert E. Gimlin and Judy L. Gimlin, husband
4 and wife, have always retained an undivided one-third property
5 right interest in the association and particularly the "Bigfoot
6 film" and related material and are hereby granted and awarded
7 an undivided one-third ownership interest, both past and present,
8 in all material connected with Bigfoot Enterprises which was
9 a business association in the form of a joint venture between
10 Robert E. Gimlin and the defendants Roger C. Patterson and Albert
11 E. DeAtley, Jr.. That said ownership interest includes the
12 "Bigfoot film", consisting of a 16 mm. color filmstrip 24' in
13 length and 1 minute in duration produced in October, 1967 near
14 Bluff Creek in Del Norte County, California. That Patricia
15 Patterson retains an undivided two-thirds ownership interest
16 in Bigfoot Enterprises, "Bigfoot film" and related material and
17 assumes no liability as to those rights granted to plaintiffs
18 nor does she grant any warranty of the title thereto. It is
19 further

20 ORDERED that Robert E. Gimlin and Judy L. Gimlin, husband
21 and wife, are hereby granted and awarded an additional 17 2/3
22 percent undivided ownership interest by grant, conveyance, sale
23 or otherwise from the defendants in consideration for the plain-
24 tiffs foregoing an accounting of the past and present undivided
25 one-third interest in Bigfoot Enterprises, the "Bigfoot film"
26 and related material. That the ownership interest in the "Bigfoot
27 film" as of this date is 51 percent to Robert E. Gimlin and Judy
28 L. Gimlin and 49 percent to Mrs. Patricia Patterson and said
29 ownership interest shall specifically include past, present and
30 future rights to the "Bigfoot film" and related material. That
31 the defendants, Patterson and DeAtley are unconditionally released
32 from further accounting to the plaintiffs as to business income

1 or assets and further, defendants shall assume no liability as
2 to these rights granted to plaintiffs or to any transactions
3 flowing therefrom nor is there granted any warranty of title
4 to the plaintiffs by them. It is further

5 ORDERED that plaintiffs are granted and awarded 100 percent
6 of all past, present and future publication rights of the Bigfoot
7 material including selected movie film frames, still photos and
8 other pertinent Bigfoot items for publication sale or rental
9 in books, magazines, periodicals and the like. That defendants
10 assume no liability as to these rights granted to plaintiffs
11 nor is there granted any warranty of title by them to the plaintiffs.
12 It is further

13 ORDERED that Mrs. Patricia Patterson shall retain and is
14 awarded all television rights and rights of enforcement thereof
15 respecting the said "Bigfoot film" including but not limited
16 to the rights reserved under the licensing agreement by and
17 between Roger C. Patterson, deceased, and American National,
18 Inc. dated August 5, 1970 including the addendum letter dated
19 August 5, 1970. It is further

20 ORDERED that with respect to said television rights as
21 enumerated in the preceding paragraph, Robert E. Gimlin and Judy
22 L. Gimlin, husband and wife, shall have and are awarded the right
23 of first refusal of all reasonable offers for the purchase or
24 rental of the television rights above enumerated between this
25 date and August 5, 1978. Thereafter, said right of first refusal
26 shall automatically terminate unless extended by mutual agreement
27 of the parties. In addition, between February 5, 1977 and August
28 5, 1978, Robert E. Gimlin and Judy L. Gimlin shall have and are
29 hereby awarded the right to make any reasonable offer of purchase
30 of said television rights as enumerated above by communicating
31 the same to Patricia Patterson through her attorney, Randall
32 L. Marquis. Patricia Patterson shall not unreasonably refuse

1 plaintiff's offer. The right of first refusal must be exercised
2 by Robert E. Gimlin and Judy L. Gimlin by matching a proposed
3 offer within a reasonable time not to exceed 30 days from the
4 date communicated to the Gimplins, unless otherwise agreed by
5 the parties. Mrs. Patricia Patterson shall retain the right
6 to reject all unreasonable offers. It is further

7 ORDERED that in the event of any disputes over the rights
8 referred to above, the matter shall immediately be submitted
9 to binding arbitration to resolve the dispute and particularly
10 to determine the reasonableness of any offer or the unreasonable-
11 ness of Mrs. Patricia Patterson's rejection. If said offer is
12 found to be reasonable and Patricia Patterson's rejection is
13 found to be unreasonable, Patricia Patterson is hereby ordered
14 to forthwith sell all television rights to Robert E. Gimlin and
15 Judy L. Gimlin at a price determined to be reasonable by the
16 arbitrators, on a cash basis. The arbitration panel shall be
17 formed by each party selecting an arbitrator and the two arbitra-
18 tors thus named selecting a third. The arbitrators shall be
19 bound by the rules and regulations of the American Arbitration
20 Association and by the Administrative Code of the State of Wash=
21 ington. In addition, the prevailing party of said arbitration
22 shall be granted reasonable attorney's fees together with costs
23 incurred. It is further

24 ORDERED that the plaintiff shall have the right to review
25 all films now in the defendant's possession, particularly those
26 films taken during the calendar year 1967 and that if any of
27 said films have been sold since January 15, 1972 (the date of
28 Roger Patterson's death) the names and addresses of the purchasers
29 of said film shall be made available to the plaintiffs so that
30 they may contact those parties directly. Said films shall be
31 made available for inspection through the defendants' attorney,
32 Randall L. Marquis. It is further

1 ORDERED that all reasonable offers received by Patricia
2 Patterson or her attorney, Randall L. Marquis, shall be immedi-
3 ately transmitted to Robert E. Gimlin or Judy L. Gimlin or their
4 attorney for their review. Said transmittal of offers is manda-
5 tory and terms or sanctions including reasonable attorney's fees
6 may be imposed by the court for failure to abide by this provision.
7 It is further

8 ORDERED that defendants shall provide plaintiffs with
9 complete copies of all contracts and correspondence between the
10 defendants and Wolper Productions, Acropolis Books, American
11 National, Inc., Ronald Olson, doing business as American Film
12 Enterprise, Inc. and/or North American Productions of Oregon,
13 Ltd. which is now in her possession, including the seven documents
14 on file with the court subject to all rights of third parties.
15 It is further

16 ORDERED that if plaintiffs or their successors in interest
17 bring or make any claim or cause of action under the rights
18 determined herein, that they shall do so at their own expense
19 but that defendants shall not intervene or interfere in said
20 claims or causes of action. It is further

21 ORDERED that all disputes concerning the "Bigfoot film"
22 and all other aspects of the Bigfoot Enterprise and its related
23 material are hereby settled between the parties and any past
24 or present causes of action, claims and/or demands other than
25 the television provision as set forth above are hereby settled.
26 It is further

27 ORDERED that the parties hereto be and are hereby required
28 to submit to arbitration in the same manner as is set forth in
29 the paragraph concerning the television provision above, any
30 and all legal controversies arising from this court order and
31 the prevailing party shall be entitled to reasonable attorney's
32 fees and costs relating thereto. It is further

1 ORDERED that each of the parties hereto shall pay his own
2 attorney's fees and costs connected with the proceedings herein.

3 It is further

4 ORDERED that the parties hereto shall execute all instru-
5 ments necessary and proper for the transactions arising out of
6 the order of the court set forth above.

7 DONE IN OPEN COURT this 6th day of February, 1976.

8 Bruce P. Hanson
9 JUDGE

14 Presented by:

15 IVY, ELOFSON, VINCENT, HURST & CROSSLAND
16 Attorneys for Plaintiffs

17 By: David K. Crossland
18 David K. Crossland

19 Approved as to form and
20 notice of presentation waived:

21 MARTIN & MARQUIS
22 Attorneys for Defendant

23 By: Randall L. Marquis
24 Randall L. Marquis

25
26
27
28
29
30
31

AGREEMENT OF SALE AND TRANSFER - SALE OF FILM RIGHTS TO DAHINDEN

AGREEMENT OF SALE AND TRANSFER

W. HATFIELD
AUDITOR

VOL. 1838

KNOW ALL MEN BY THESE PRESENTS, that ROBERT E. GIMLIN and JUDY L. GIMLIN, hereinafter referred to as "Gimlins," for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by RENE DAHINDEN, hereinafter referred to as "Dahinden," the receipt of which is hereby acknowledged, do hereby grant, sell, transfer, convey and assign to Dahinden, his executors, administrators and assigns, the following property:

All right, title and interest including any after-acquired interest, which Gimlins now have or may hereafter acquire in that certain sixteen millimeter color-film strip of a "Bigfoot" type creature, which film is 24 feet in length and of approximately one minute in projection duration, which footage was produced in October, 1967 near Bluff Creek in Del Norte County, California, by ROGER PATTERSON and ROBERT E. GIMLIN, including, but not limited to, the rights and property interest awarded to Gimlins in that certain Judgment and Order of Property Rights entered in the Superior Court of the State of Washington under Yakima County Cause No. 58594 on February 6, 1978, all copyright interests (statutory or common law) in said footage held by Gimlins, all claims, causes of action or other rights against third parties based upon the violation, infringement or other interference with said property rights, (whether accruing before or after the date hereof), and all lecture rights with respect to said footage; PROVIDED, however, that Gimlins may retain one (1) copy of said footage for their personal use and enjoyment which may be shown only privately to groups of less than ten (10) people and for no monetary or other compensation.

TO HAVE AND TO HOLD the same to Dahinden, his executors, administrators and assigns forever. And Gimlins do for their heirs, executors, and administrators, covenant and agree to warrant and defend the sale of said property and rights hereby made to Dahinden against all and every persons whomsoever lawfully claim the same.

IN WITNESS WHEREOF, we have hereunto set our hands this 26 day of September, 1978.

I hereby certify that the foregoing instrument is a true copy of the original as the same appears of record.
WITNESS my hand and official seal this _____ day of _____ 19____

NOTARY PUBLIC in and for the State of Washington
residing at Yakima.

Robert E. Gimlin
ROBERT E. GIMLIN

Judy L. Gimlin
JUDY L. GIMLIN

1 *Agnes L. Thomas*
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 23 DAY OF
 2 August 1977
 3 *Agnes L. Thomas*
 JUDICIAL PUBLIC FOR WASHINGTON
 RESIDING AT YAKIMA, WA

FILED
 AUG 23 1977
 AGNES L. THOMAS, County Clerk

SUPERIOR COURT OF WASHINGTON - YAKIMA COUNTY

5 RENE DAHINDEN,)
 6 Plaintiff,) NO. 77-2-00243-0
 7 vs.)
 8 THE ESTATE OF ROGER C.) ANSWER AND DEMAND FOR SIX MAN
 PATTERSON and PATRICIA) JURY
 9 PATTERSON,)
 10 Defendants.)

11
 12 Comes now defendant Patricia Patterson and answering
 13 plaintiff's complaint, hereby demands a six man jury trial and
 14 admits, denies and alleges as follows:

1. 15

16 Said defendant admits the allegations contained in
 17 paragraph 1 of plaintiff's complaint.

2. 18

19 Said defendant is without sufficient knowledge or information
 20 to form a belief as to the truth of allegations contained in
 21 paragraph 2 of plaintiff's complaint and therefore denies the same.

3. 22

23 Said defendant admits she has succeeded to all rights to
 24 films owned by Roger Patterson, deceased, subject to rights of
 25 creditors of said decedent; however said defendant is without
 26 knowledge and information sufficient to form a belief as to the
 27 identification of the alleged "Bigfoot film" and therefore denies
 28 the allegations contained in paragraph 3 of plaintiff's complaint
 29 and puts plaintiff to strict proof thereof.

4. 30

31 Said defendant admits the allegation contained in paragraph 4
 32 of plaintiff's complaint, except that she denies the existence of

2 a valid enforceable contract, and she is without knowledge or
3 information sufficient to form a belief as to who is the lawful
4 holder of the alleged "contract".

5 5.

6 Said defendant is without knowledge or information sufficient
7 to form a belief as to the allegations contained in paragraph 5
8 of plaintiff's complaint and therefore denies the same.

9 6.

10 Said defendant is without knowledge and information sufficient
11 to form a belief as to the identification of the alleged "Bigfoot
12 film" and therefore denies the allegations contained in paragraph 6
13 of plaintiff's complaint and puts plaintiff to strict proof thereof.

14 Further answering plaintiff's complaint BY WAY OF AFFIRMATIVE
15 DEFENSE, said defendant alleges as follows:

16 1.

17 STATUTE OF LIMITATIONS

18 The alleged contract is unenforceable on its face under the
19 statute of limitation.

20 2.

21 LACHES

22 Plaintiff is not entitled to relief by reason of the doctrine
23 of laches.

24 3.

25 USURY

26 The alleged contract is usurious on its face, under the
27 provisions of RCW 19.52.020 et seq. which states in part that
28 "no person shall directly or indirectly take or receive in money,
29 goods, or things in action, or in any other way, any greater
30 interest, sum or value for the loan". Therefore plaintiff has
31 failed to state a claim upon which relief can be granted.
32

4.

MERGER AND BAR

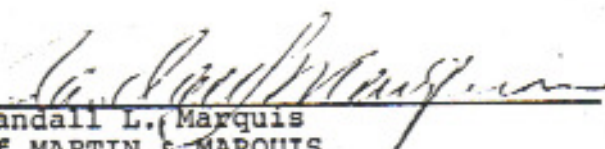
Plaintiff is not entitled to relief by reason of the following Plaintiffs alleged predecessors, George W. Radford, Jr. and Vilma Radford, husband and wife, commenced an action "to enforce contract and for an accounting" on April 1, 1968, based upon plaintiff's exhibit "A" herein, see copy of Summons and Complaint, Yakima County Cause No. 51297 attached hereto and incorporated herein by reference. Said Radfords therein prayed for payment of all alleged obligations contained in the instant "loan agreement" (plaintiff's Exhibit "A"), together with an accounting of any and all transactions relating to "Bigfoot". On January 7, 1969, defendant Patricia Patterson and Roger Patterson, decedent, executed a document entitled Promissory Note in "compromise settlement" of Cause No. 51297. The said promissory note stated inter alia as follows: "Said note representing the remainder due under such settlement after payment of the sum of \$400.00, said amount having heretofore been received by Palmer, Willis & McArdle. Upon payment of this note, said legal action shall be dismissed against all parties with prejudice."

On December 4, 1969, J. W. McArdle commenced an action against said Roger Patterson and Patricia Patterson based upon said promissory note (compromise settlement), see copy of Notice of Suit and Complaint, and Judgment, Yakima County Justice Court Cause No. 23927 attached hereto and incorporated herein by reference. On January 6, 1970, Judgment was granted thereon in the sum of \$999.99. Thereupon plaintiff's instant claim was merged into said Judgment causing a bar to further prosecution of the said claim.

WHEREFORE, defendant Patricia Patterson having fully answered plaintiff's complaint, said defendant prays for dismissal of

MARTIN & MARQUIS
ATTORNEYS AT LAW

of plaintiff's action with prejudice, and for reasonable attorney's fees and costs herein to be taxed.




Randall L. Marquis
Of MARTIN & MARQUIS
Attorneys for Defendant
Patricia Patterson

4 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR YAKIMA COUNTY
 5 RENE DAHINDEN,)
 6 Plaintiff,) NO. 77-2-00243-0
 7 vs.) STIPULATION AND AGREED ORDER
 8 THE ESTATE OF ROGER C.) OF DISMISSAL
 9 PATTERSON and PATRICIA)
 10 PATTERSON,)
 Defendants.)

11 The above-named parties, by and through their respective
 12 undersigned counsel, hereby stipulate as follows:

I

13 All issues in controversy in this action have been
 14  settled;

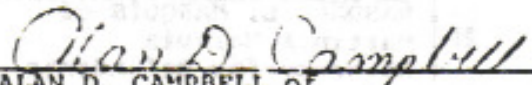
II

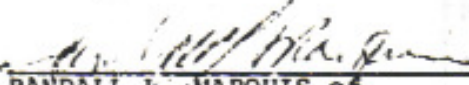
15 The plaintiff's complaint and all actions alleged therein
 16 shall be dismissed with prejudice and without costs; and

III

17 The annexed Agreed Order of Dismissal shall be presented
 18 to the above-entitled court for entry.

19 DATED this 18th day of August, 1978

20
 21 
 22 ALAN D. CAMPBELL of
 23 McARDLE, DOHN, TALBOTT & CAMPBELL
 24 Attorney for Plaintiff

25
 26 
 27 RANDALL L. MARQUIS of
 28 Martin and Marquis
 29 Attorney for Defendants

ORDER

30 THIS MATTER having regularly come for hearing this day
 31 upon the above-named parties' Stipulation for Dismissal; it appearing
 32

Stipulation and Agreed Order
 of Dismissal/1

MCARDLE, DOHN, TALBOTT & CAMPBELL
 307 NORTH THIRD STREET, SUITE 1
 YAKIMA, WASHINGTON 98901
 409 575-7501

1 that all issues in controversy between the parties have been
2 ~~_____~~ settled, and it further appearing that
3 the parties have stipulated to the entry of this order; and the
4 court being otherwise fully advised in the premises, now, therefore

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the
6 complaint of the plaintiff herein and all actions alleged therein
7 be and the same are hereby dismissed with prejudice and without
8 costs.

9 DONE IN OPEN COURT this 23 day of August, 1978.

Charles F. Jones

JUDGE

12 Presented by:

13
14 *Alan D. Campbell*
15 ALAN D. CAMPBELL of
16 McArdle, Dohn, Talbott & Cambell
Attorney for Plaintiff

17 Approved for entry and copy
18 received this 10 day of
August, 1978.

19
20 *Randall L. Marquis*
21 RANDALL L. MARQUIS of
22 Martin & Marquis
Attorney for Defendants

25