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Joel S. Goldsmith
1623 North Sierra Bonita
Hollywood 46, California

GL 1947

On board the ship:
"Hawaiian Pilot"
en route to Honolulu
April 18, 1950 – 2:30 A.M.

Dear Friend:

The desert of the spiritual Ministry is strewn with the bones of those travelers of the spiritual Path who have perished through lack of food, drink, companionship and grace. The desert of the spiritual Ministry is that part of the Path traveled by the initiate usually at the start of the journey to the Promised Land – the fulfillment of divine Consciousness.

Probably every seer, saint, prophet and Savior has come to that place in his spiritual trek where he has faced the temptation of lack of funds with which to carry on his Ministry; or lack of that sense of completeness, which results in the temptations of the flesh. But even where divine Grace has been realized in the degree necessary to meet these temptations, or periods of seeming desert experiences, there yet remains the greater temptation and sense of spiritual barrenness which manifests as the personal sense of "I", with its own concept of Truth.

The Ministry of Truth tempts many to enter the Path for some sense of personal gratification – to meet one's personal or family supply, or to gratify one's ego in being known as Practitioner, Teacher, Lecturer or Leader. The desert experience comes quickly to these, and most perish after a short or a lingering period of financial famine or lacking of healings. To some few in this extremity there comes the Christ to purge and cleanse the motives of the heart, and this entrance of the Christ into individual consciousness becomes the Presence leading out of the wilderness into the Land of Plenty.

This journey is less difficult to those who, before undertaking Discipleship, await the call of the Christ, which brings with it the assurance that "I" will never leave you, nor forsake you; that "I" will ever go before you to make the wilderness blossom as the rose; that "My" Presence will take you through the floods and fires and famines of the Path. When this divine assurance is once received there is no longer a temptation to believe that one's supply is dependent on some outside source – on person, patient, student or organization. God is the source and the form of all supply, and this Truth will appear when necessary as loaves and fishes; as gold in the fish's mouth; as a raven bringing food; or as the widow sharing her own and her son's supply.

Only BE SURE that you have received the signal within, which is your passport on the journey. Those, like Judas, whose belief in an outside source of supply, may be led to their own destruction by this sense of lack.

Others set out as Disciples before they attain the full sense of their completeness in Christ, or full attunement with Spirit. To these the desert experience comes as loneliness, or a sense of lack of

companionship, or the temptations of the flesh. When the temptation to believe in a selfhood apart from God arises, the Christ sometimes appears in time, with Its powerful assurance, “Lo, ‘I’ am with you always.” Or one may, for a short period, succumb in agony and heart-break before the gentle voice is heard to declare: “I will never leave thee, nor forsake thee.”

Those who have tried to walk on the spiritual waters too soon may find themselves sinking under this temptation. The history of the Ministry is filled with the skeletons of those who have perished through lonesomeness and desire. It is wise to delay one’s entrance into the active Ministry until one has realized the ability to travel and to stand alone – or until the sense of the Christ Presence is so great that one has the assurance that any temptation of sense will ultimately be met.

Above all others, the greatest temptation is that of having one’s own concept of Truth. Where no other temptation can enter, this one often proves the stumbling-block to the entrance of Heaven. Peter is our great example here – showing, in more ways than one, that he was poorly prepared for his work. The denial of the Master in the fateful hour represented Peter’s lack of recognition of the Message. This Disciple had a belief about Truth; he had some measure of faith in Truth; he had even experienced demonstration in proportion to his conviction of Truth. But one thing was lacking: Christ had not uttered Himself in Peter’s consciousness, and so had not dispelled all belief, faith and conviction.

Complete Discipleship comes only when all sense of personal of Truth disappears, and Christ has enthroned Himself on one’s consciousness of Truth. The Christian Ministry shows forth the wreckage of the many who have perished with their faith, belief and conviction of Truth.

To the saint, the seer, the prophet and the Savior: Truth utters and declares Himself, and YOU may know It by Its fruits – “love, joy, peace, longsuffering, gentleness, goodness, faith, meekness, temperance.” (Gal. 5:22,23)

Lovingly yours,

JOEL S. GOLDSMITH

The Wayback Machine - <https://web.archive.org/web/20060827140018/http://steiner1.abo.fi:80/Instruction...>
**Instructions to Tape Group Leaders and Centers Regarding Organization, Inheritance
and Successors.**

January 27, 1964

Dear Friends,

I am under divine orders to the extent that there shall be no I Infinite Way organization, and for seventeen or more years of Infinite Way activity I have had to be very, very alert because so many attempts have been made to organize in ways that students did not realize would lead to organize.

At this time I wish to bring this to your attention: If you have a study center or a tape group, and if you have furniture, or furnishings, or Infinite Way tapes and books, please make a will and leave these to your estate and not to any successor. You can stipulate in your will that your executor can offer any of these things for sale to anyone who wishes to buy them and, if you like, you can even designate a very low price in order to make others able to buy them and continue the work if they wish, but in this way you will be insuring that there is no succession, therefore no organization, therefore no legal entity.

To have an Infinite Way Center is the demonstration and the activity of the CONSCIOUSNESS of an individual, and no one can inherit this from you. And no one can succeed to a tape group you have established, because this is also the externalization of what you have established in your CONSCIOUSNESS. But if you have a stock of tapes or books available, whoever it is who wishes to purchase them and undertake the activity makes it an individual activity of their own.

In kingdoms there is a succession, and it is for this reason that there are no kingdoms left on earth. Even in England it is really only a form, and the reason is this: No son and no daughter of a king or queen can inherit their parents' consciousness. It is for this reason that no provision is made for a President to hand down his office to a son, and so it is in business. How many fathers have tried to hand down their business to their children, and how few have succeeded. And in spiritual matters this is even more true.

As the leader of an Infinite Way center or an Infinite Way tape group, please understand that you cannot confer your demonstration upon anyone else. Therefore, you will never train anyone to succeed you.

Aloha,

The Wayback Machine - https://web.archive.org/web/20060827135650/http://steiner1.abo.fi:80/Letter_to_...
Letter to Norman (Student in New Zealand) April 10, 1964

“Dear Norman,

“It is indeed a joy to have this letter from you today, and of course I know that there could be a continuing fruitage in your activity, because inherently you have the consciousness that heals and draws to you those who can be comforted, healed, supplied, companioned.

“No, there will be no tapes of anyone other than myself, and this is the strictest rule that I have laid down for this work, that there will be no tapes of any teacher other than myself, and one thing that is assured by this is that whatever messages are taped, students can rely on as coming from the Source.

“Once one individual is permitted to tape an Infinite Way message, there will be no way of stopping the next dozen, and then, of course, what would become of the message is the same that has happened to Christianity, to Buddhism, to Taoism, and to all teachings where others have advanced their particular concepts of the Master’s revelations.

“The principles of the Infinite Way and the consciousness behind those principles have proven themselves now for so many years and in so many parts of the world that there can be no question as to their authenticity and integrity and power. Then why not stick with the message as it is, since no one can complain of any lack of material. I believe that twenty-six of my books and about a dozen booklets are being published in England, a Monthly Letter is sent out from there, and for those who can make a very small contribution to pay their costs and postage, there is a weekly article, one of which I am herewith enclosing, available to those students who desire them, or even better than this, you in New Zealand, or Joyce in Australia can have my permission to have these reproduced, as long as I can be assured that they will be properly proofed, and you can distribute them in New Zealand and Australia for as little as it costs you to produce them down there, and with no obligation to me whatsoever. In other words, our students here in the States receive these from Mrs. Mary Newall, and they pay her the cost of her reproducing, mailing, postage, and so forth, but none of this is for me, since I am happy for the students to have it in this way. If you would like to write to Mrs. Mary Newall, 2231 Ala Wai Blvd., Honolulu, Hawaii, and have her send you copies of these, you could reproduce them for as many students down there as would like them, and charge them whatever you feel right to cover their cost. With all of this material available, and more and more books being published all of the time, I am sure there is a sufficiency for the needs of the students. Above all things, I would like it understood among all students that no one can rise high enough in the message of The Infinite Way as to receive permission to publish Infinite Way material in any form. The Monthly Letter being published by Mrs. Eileen Bowden, 1270 Roslyn Road, Victoria, B.C., Canada, for parents, grandparents and teenagers, is an exception to this rule because Eileen has been a student of mine since 1949, has been in class with me months, and months, and months every year, in every part of the United States, and even was in England to help start the tape work there in the very beginning. And since she permits me to edit her Letters before publication, this exception has been made.

“In addition to this, there is a seventeen-week strenuous Study Course now published, but not yet announced to our students, because only a few can be handled at a time, which is published by our Lorene McClintock, but also was formulated under my jurisdiction.

“I am really trying to keep the message of The Infinite Way pure and completely free of concepts of others, so that those who receive it now or in the future may be assured that the message they are receiving is from the Source and the Fount.

“Of course it would be a wonderful thing to greet you in London for our work, since there are going to be so many there from the States, but then, you did have the benefit of two years there, and I am happy to know that you are going to be at home working with the students for they really need you.”

Aloha greetings,

Joel

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***Lorraine Sinkler, Plaintiff-Emma Goldsmith, Defendant
Lawsuit October 1, 1985***

Dear Reader and Student of Joel,

It is in the interest of truth and your independent study that this historical data is being posted. As new generations of students come to our path, questions may surface about past circumstances in the work and with the teachers Joel hoped would follow in his footsteps, supporting the Infinite Way and his beloved student and wife, Emma Goldsmith. These instructions were given in a letter to Norman Lawrence and on tapes. There is no question about his intentions and prayers for this message when one does the research and hears his words.

(Please do not be distracted by who is sharing this information. It is not important and will remain anonymous. Neither the “office,” Acropolis Books, or any teacher recognized today is doing this. The facts are recorded in court records. If there is any information that would change this impression, we will honor any laws that require it to be removed.)

Joel completed his teaching known as The Infinite Way, on June 7, 1964. It is a message of love, healing, forgiveness -One power – one brotherly, spiritual household of students. We should be a joyous family of harmony and good will, eager to help and support one another, eager to forgive offenses and nothingize and impersonalize upsets. Each of us should embody the teachings so all see us as examples and lights, beacons for love and truth. To this end, Joel left clear instructions: Do not make or use any tapes but his for study. Do not organize. Do not take your problems to court. Do not expect to pass on your spiritual consciousness to another. No person can ordain another. Always be vigilant - the illumined will be tested even more than the un-illumined. Finally, God does not operate in this world.

Those of us who have chosen The Infinite Way as our study and spiritual path are prepared to devote our lives to Joel’s teaching. It is therefore right and proper for students to have access to everything that will help them find their personal teacher, one who has the correct understanding of Joel’s work and who lives and reflects his message.

The Infinite Way is a message of truth which emphasizes experiences and fruitage as the measure of consciousness. For a teaching of love and healing to have discord, gives the student the impression it is no different from all the other religions in history that have had

disciples “fight over the robe of the master.” For a teaching of oneness to embody discord and division confuses new students and takes away from the principles. Rumors of lawsuits continue to be a challenge for teachers to explain. Now we have a place of reference. We do not have to empower this error with discussion.

Time allowed error many opportunities to divide that which Joel had united. It is with a prayer for reunion that this material is shared. If viewed impersonally, we may see the truth that lies within it. The primary actors in this drama are gone from the earth, as are their human emotions. Those that surface with this information can be dissolved in meditation as we remember that any emotion is only error trying to trick us into believing that a human picture is real.

Let us learn from the examples given here so that Joel’s message can return to one of unity and correct study of truth. We must remain vigilant for error can operate even in holy messages of truth. Temptations will present themselves to all of us as long as we are on this earth-regardless of illumination. Heed the warnings and follow the principles. Love, forgiveness, meditation and God contact are our practices; healing is the fruitage. Be careful, The Infinite Way without love, forgiveness, healing and meditation, is not The Infinite Way.

Your sibling in spirit,

Anonymous

Lorraine Sinkler Plaintiff v. Emma Goldsmith, Defendant

No. CIV 83-1298 PHX CLH

United States District Court, D. Arizona

October 1, 1985

The plaintiff Lorraine Sinkler (Sinkler) commenced this action against the defendant Emma Goldsmith (Emma) to obtain a declaratory judgment “declaring the rights, duties and legal relations of plaintiff and defendant with regard to the letters, memoranda and manuscripts of Joel S. Goldsmith (Joel) and that plaintiff be granted the right to publish the book *Horizons in Consciousness* and any and all letters of Joel S. Goldsmith that he sent to plaintiff.” Emma counterclaimed for a declaratory judgment that Sinkler had no right to publish Joel’s letters, for injunctive relief and damages for copyright and trademark infringement, for wrongfully using Joel’s name, and for damages for breach of contract. Emma is mentally incompetent, and her daughter, Thelma G. McDonald (McDonald, has been named her guardian and litem. Both parties have moved for summary judgment.

While she commenced this action, Sinkler now contends that the court should abstain from deciding the issues because the dispute between the parties is an ecclesiastical one. While the first amendment bars civil courts from adjudicating internal disputes of religious organizations, see *Serbian Eastern Orthodox Diocese, Etc. v. Milivojevic*, 426 U.S. 696, 713, 724, 49 L. Ed. 2d 151, 96 S. Ct. 2372 (1976), a civil court is the proper form for resolving property disputes between religious bodies, *Presbyterian Church in United States v. Mary Elizabeth Blue Hull Memorial Presbyterian Church*, 393 U.S. 440, 445, 21 L. Ed. 2d 658, 89 S. Ct. 601 (1969). The issues in this case involve property rights – copyright and trademark infringement, the right to exploit another’s name, and breach of contract. It would be improper for this court to abstain from resolving the issues.

FACTUAL BACKGROUND

The Infinite Way was founded by Joel S. Goldsmith in 1947. It may be characterized [*730] as a non-traditional, non-structured spiritual movement. During his lifetime, Joel disseminated his teachings of The Infinite Way worldwide to thousands of students and other persons through lectures and classes, tape recordings of his lectures and classes, books and The Infinite Way monthly Letters. The offices of The Infinite Way were established by Joel and Emma in Hawaii in about 1952 and were primarily supervised by Joel until his death in 1964. In 1969 the offices were moved to Sante Fe, New Mexico, and in 1975 they were moved to Youngtown, Arizona, where they are presently located.

In 1949 Sinkler met Joel and became one of his students. Over the years until Joel’s death, the two exchanged hundreds of letters. In April, 1955, Joel asked Sinkler to edit and collaborate on the rewriting of a transcript of his recording entitled, “The Easter of Our Lives.” Thereafter, they worked together on the writing, editing and publishing of numerous articles, pamphlets and books. In each instance the authorship was attributed to Joel. In 1957 Sinkler commenced preparing and editing the monthly Letter, using recordings of Joel’s classes for source material. Authorship was attributed to Joel, who approved the contents of each Letter. After his death, Sinkler continued to prepare and edit the Letter, but authorship continued to be attributed to Joel.

On February 3, 1967, Joel’s widow, Emma and Sinkler entered into a written agreement for Sinkler’s work on

the monthly Letter. Pursuant to the agreement Sinkler was also to assemble the Letters into annual books. Authorship was to be attributed to Joel. Emma was to pay Sinkler for her services. Eight books were prepared, the last of which was published in 1980. Each of the books was copyrighted in Emma's name.

The agreement provided for cancellation by either party upon 30-days written notice. By a letter dated September 15, 1981, Emma cancelled the agreement, terminating Sinkler's involvement with the monthly Letter after the November, 1981, issue.

Since Joel's death, Sinkler has conducted classes on The Infinite Way, using Joel's copyrighted tapes and writings. From the time of Joel's death to about 1973, Emma attended some of these classes. Other persons also conduct classes on The Infinite Way. Until 1978, Sinkler sold Joel's tapes, which she obtained from the offices of The Infinite Way. In 1978, she began selling her own tapes of her lectures and The Infinite Way classes.

In 1973 a book written by Sinkler, The Spiritual Journey of Joel S. Goldsmith, was published. The book included some of Joel's letters to Sinkler. The book reportedly displeased Emma.

In 1981 Sinkler completed a second book, Horizons in Consciousness, a large part of which consisted of correspondence between her and Joel. Her publisher, Harper and Row, requested a signed release from Emma, who refused to sign. Consequently, Harper and Row cancelled plans to publish Horizons.

In 1977, Emma conveyed the business of The Infinite Way to McDonald. On July 26, 2983, a copyright registered for a work shown as "Group of Letters Written by Joel S. Goldsmith to Lorraine Sinkler from 1949 to 1964." The registration was accomplished by Lloyd L. Zickert, who is shown as the authorized agent of Emma A. Goldsmith. The certificate of registration recites that Emma obtained ownership of the copyright by intestate succession. The record of this case includes a copy of the Last Will and Testament of Joel. There is nothing to indicate whether it was ever probated.

SUMMARY JUDGEMENT ISSUES RE THE COMPLAINT

Sinkler's complain alleges four causes of action and seeks a declaratory judgment "declaring the rights, duties and legal relations of plaintiff and defendant with regard to the letters, memoranda and manuscript of Joel S. Goldsmith and that plaintiff be granted the right to publish the book Horizons of Consciousness and any and all [*731] letters of Joel S. Goldsmith that he sent to plaintiff."

License by Joel

In her cause of action Sinkler alleges that Joel gave her "an express license to utilize any and all conversations, tape recordings, notes, letters, manuscripts and other memoranda in any way [Joel] saw fit," and that the permission took the form of both "oral and written communications." The written communications are alleged to consist of a note dated January 29, 1960, from Joel to Sinkler that stated, "In two envelopes are notes accumulated these past 10 years & you may wish to make a JSG notebook" and a letter dated January 27, 1963, in which Joel told Sinkler, "Someday you may publish this in a Letter or a personal Letter to all who receive the Letters. You will know when the time is right. It may be while I am still with you in the flesh or it may be later." Neither of these materials can reasonably be construed as granting an express license to publish all of Joel's materials.

IT IS ORDERED granting summary judgment in favor of Emma and against Sinkler on the issue of whether Sinkler has a right to publish materials written by Joel because of an express license granted by him.

License by Emma

Sinkler's second cause of action alleges that Emma gave her a license to publish Joel's letters in writing and orally. She bases her claim of a written license on a handwritten note dated May 27, 1972, in which Emma gave Sinkler "permission to quote from Joel S. Goldsmith's tape recordings, books and other writings." Within the context of the letter, the word "quote" means "to speak or write (a passage) from another's work verbatim..." Webster's Third New International Dictionary (1976). Publishing passages from Joel's letters cannot be expanded to publishing the entire letters themselves.

The only evidence in the record that Emma granted Sinkler oral permission to publish Joel's private letters is Sinkler's testimony.

Emma contends that any license that she gave Sinkler to publish Joel's letters was terminated by Emma's refusal to sign the release required by Harper and Row before it would publish *Horizons of Consciousness*. Whether the refusal manifested her termination of any license is a question of fact. It is also a question of fact whether Emma was competent at the time that the 1981 refusal was purportedly given.

IT IS ORDERED denying Sinkler's motions for summary judgment on the issue of whether Emma gave Sinkler a written license to publish Joel's letters.

IT IS ORDERED denying summary judgment on the issue of whether Sinkler had an oral license from Emma to publish the letters.

First Amendment

The third cause of action alleges that Sinkler and other students of The Infinite Way are being deprived by Emma of rights guaranteed by the First Amendment to the Constitution of the United States. The amendment applies only to government (civil authority) by limiting its powers to interfere with religious worship and freedom of speech. (case ref.)

IT IS ORDERED granting summary judgment in favor of Emma on Sinkler's third cause of action.

Joint Work

Sinkler's fourth cause of action alleges that *Horizons of Consciousness* is a joint work of Sinkler and Joel. The Copyright Act of 1976 defines a joint work as "a work prepared by two or more authors with the intention that their contributions be merged into inseparable or interdependent parts of a unitary whole." 17 [U.S.C.@101](#). *Horizons in Consciousness* was started by Sinkler in 1978 and completed in 1981-many years after Joel's death. There is nothing in the record to suggest that before his death, Joel and Sinkler intended [*732] that their letters to each other "be merged into inseparable or interdependent parts of a unitary whole."

IT IS ORDERED granting summary judgment in favor of Emma on Sinkler's fourth cause of action.

SUMMARY JUDGMENT ISSUES RE THE COUNTERCLAIM

Declaratory Judgment

The first counterclaim seeks a declaratory judgment that Sinkler has no right to publish the letters written to her by Joel. Emma claims that she holds the copyright to Joel's letters. Sinkler denies that Emma has a copyright in Joel's letters because (1) he abandoned any such interest by the September 29, 1960, not ant he January 27, 1963, letter to Sinkler, (2) he never owned a copyright interest in the letters, and (3) Emma was incompetent at the time of the 1983 registration of copyright.

Nothing in the 1960 note or the 1963 letter suggests an intent on Joel's part to abandon whatever rights he may have had in his letters. The note does not refer to any letters at all. The letter contains only an authorization to publish that particular letter.

“The general rule is that the author of a letter retains the ownership of the copyright or literary property contained therein while the recipient of the letter acquires ownership of the tangible physical property of the letter itself.” Nimmer on Copyright, @ 5.04 at 5-32 (1985). Sinkler, who is not a lawyer, was aware of this principle before this action commenced. See Defendant's Exhibits 530C and 531C. Upon Joel's death, ownership of the copyright in his letters would have passed to Emma, his widow.

Copyright protection does not depend upon registration with the Copyright Office. [17U.S.C.@408\(a\)](#). Therefore, the issue of whether Emma was mentally competent at the time that the copyright of Joel's letters was registered is not relevant.

However, Emma's copyright does not extend to all f Joel's letters. Some of them were published in The Spiritual Journey of Joel S. Goldsmith either with Emma's permission or acquiescence. Whatever copyright Emma had in those letters must be deemed to have been abandoned.

IT IS ORDERED granting summary judgment in favor of Emma on her first counterclaim declaring that she has a copyright in Joel S. Goldsmith's letters, except those that have previously been published by Sinkler in The Spiritual Journey of Joel S. Goldsmith.

Copyright Infringement

Emma's second counterclaim alleges that Sinkler has infringed her copyright of Joel's letters by “reading the copyrighted letters to large groups of students in their original form or in revised form...without permission or license from counterplaintiff.” Sinkler contends that the use of the letters constituted a “fair use” authorized by 17 U.S.C. @107. The doctrine generally applies to materials already released by an author for public consumption, either expressly or through de facto publication. See Harper & Row Publishers, Inc. v. Nation Enterprises, (case ref.) There is no evidence that Joel either expressly or by performance or dissemination, released his letters for public consumption.

IT IS ORDERED granting summary judgment in favor of Emma and against Sinkler adjudging that Sinkler's publication of any of Joel's unpublished letters, except those published in The Spiritual Journey of Joel S. Goldsmith, does not constitute fair use.

Breach of Contract

Emma's third counterclaim seeks damages for breach of contract. It is undisputed that Emma and Sinkler entered into a contract dated February 3, 1967, that required Sinkler "to produce a monthly letter form [writings and tape recordings of Joel], and to assemble said letters into a [*733] book at the end of each calendar year." Emma appears to have inserted "calendar" and "year" the language, "sometime during the following." Her initials appear by the insertion. Sinkler's do not. The contract provided that Emma would pay Sinkler \$400 per month. At some time, undisclosed by the record, the amount payable per month was changed to \$500. The contract also provided that either party could cancel by giving the other a 30-day notice.

From 1964 to and including the November, 1981, Letter, Sinkler prepared the monthly Letter of The Infinite Way as required by her contract. She also annually assembled the monthly Letters into books until 1971. She contends that she discontinued assembling the Letters into books at that time because the publisher informed her that there was no market for the books. By the letter dated September 15, 1981, Emma informed Sinkler that she was terminating the contract.

During the time the contract was in existence, Sinkler was paid varying amounts ranging from \$100 to \$600 per month.

Emma claims that she has been damaged by Sinkler's failure to assemble the annual books.

There were clearly issues of fact regarding the extent to which the parties may have amended or modified the original agreement and regarding the profits that Emma may have realized from the annual books.

IT IS ORDERED denying Emma's motion for summary judgment on the third counterclaim.

Trademark Infringement

The fourth counterclaim alleges trademark infringement in violation of 15 U.S.C. @1125(a). Emma contends that "The Infinite Way" is a trade name and that she has the exclusive right to use it. If "The Infinite Way" is indeed a trademark or a trade name, it could well have attained a secondary meaning as the name of a religious movement. Whether the name has acquired a secondary meaning is an issue of fact. *Am. Scientific Chem. v. Am. Hosp. Supply*, 690 F.2d 791,792 (9th Cir 1982) (citing *Norm Thompson Outfitters, Inc.v. Gen. Motors Corp.*,448 .2d 1293, 1296 (9th Cir. 1971) However, other undisputed facts establish that Sinkler is entitled to use the name as a matter of law.

Sinkler has been lecturing on "The Infinite Way" for over 20 years. Emma has been aware of these lectures. She attended some of them. The first time that she ever contended that Sinkler was engaging in unfair competition by using "The Infinite Way" was in connection with this action. Sinkler has affirmatively pleaded facts that are sufficient to allege defenses of laches and acquiescence. The defenses of acquiescence and laches apply as a matter of law.

IT IS ORDERED granting summary judgment in favor of Sinkler on the fourth counterclaim.

Fifth Counterclaim

Emma's fifth counterclaim alleges that she is "the sole owner of the right to benefit from the name of her husband and the preeminence of her husband during his lifetime" and that "Sinkler has been using and will

continue to use the preeminence of Joel S. Goldsmith in the conduct of her classes and lectures.”

The notable and famous have the “exclusive right during their life to control and profit from the commercial use of their name and personality. (case ref.) Generally, the right does not survive one’s death.(case ref..) However, the right of publicity has been held to survive if the holder of the right exploited it during his lifetime. (case ref.)But see Memphis Development, 616F.2d at 960 (assignment of [*734] right of publicity during life is not sufficient to convert it to an inheritable property right after death.)

There is no showing that Joel exploited the use of his name and personality by assigning the right to use them to another.

IT IS ORDERED granting summary judgment in favor of Sinkler on the fifth counterclaim.

DATED this 1st day of October, 1985

The Wayback Machine - https://web.archive.org/web/20060827140006/http://steiner1.abo.fi:80/Luella_Ov...
Luella Overeem Affidavit
No. CIV 83-1298-PHX-CLH
State of Wisconsin
County of Brown
Judge Charles Hardy

Luella Overeem, being first duly sworn, upon her oath, deposes and says:

1. I am an Infinite Way Practitioner. I have been involved in the Infinite Way since 1961. My current address is 2101 East Shore Drive, Green Bay, Wisconsin.
2. During the first several years of my association with the Infinite Way, I attended classes and tape sessions at the Chicago Infinite Way Center, which was at that time being administered by Lorraine Sinkler. It was located at 30 W. Washington Street, in Chicago.
3. When Lorraine closed the center in 1970, I opened an Infinite Way Center at 6 E. Monroe Street, Chicago, Illinois, and maintained it until I closed it in 1981.
4. During the years which Lorraine maintained the Infinite Way Center in Chicago, she conducted scheduled meetings on Sundays, Mondays and Saturdays during which tape recordings of Joel S. Goldsmith were played. Some days of the week the center was open for meditation at noon. On the first Thursday of every month, Lorraine Sinkler had a Letter meeting and held a World Work meeting on another day every month. One Saturday every month, she taught an all day class, during four hours of which tapes were played. Lorraine Sinkler also scheduled private appointments throughout each day.
5. When I opened my Infinite Way Center at 6 E. Monroe, I had tape sessions on Sundays at 9:00 a.m. and 11:00 a.m. and on Mondays at 7:00 p.m. I also conducted a class at my home in Lombard, Illinois, on Tuesdays at 7:00 p.m. The work of an Infinite Way Teacher is performing a healing ministry conducting tape sessions and giving spiritual help on a one-to-one basis.
6. By profession, I was an artist before I came to be involved in the Infinite Way as a full-time Practitioner. As such, people and students come to visit me or write me letters and we work together for spiritual help. There are no dues or required payment for what I do. Such donations as I receive are regularly reported to the Internal Revenue Service.

7. I started teaching classes beginning in 1974.
8. In 1971, I began to produce a series of Infinite Way Letters designed as a guide to meditation for children. They are called the Treasure hunt series. There are six of them altogether. I personally bear the cost of the publication of the Treasure Hunt books. I received orders for them and sell them to persons who order them.
9. In July 1972, well after I had begun to work on a full time basis with The Infinite Way, during Lorraine Sinkler's Vail class, I met with Emma Goldsmith and Helen O'Leary. We had luncheon at Aspen together. During the conversation, Emma asked me about my art work. I told her I had stopped and was now working full time as an Infinite Way Practitioner and that I was running the Chicago Infinite Way Center. She said she did not know that, and she seemed very interested. She said, "Joel would have been pleased." At no time did she voice any objection whatsoever to the fact that I was running the Chicago Infinite Way Center or to the fact that I was a full time Practitioner in the Infinite Way.
10. Over the years, beginning in 1972, I used to produce a study guide, a Letter Lesson, for the Chicago students for use interpreting the Monthly Letter. I mimeographed these and left them in the Infinite Way Center for the students. Gradually, students from around the country began writing me for a copy of my work and I sent it to them at no charge whatever.
11. In May 1979, Geri McDonald called me on the phone and told me that I could no longer use the name "Infinite Way" on my study guide materials. She told me that she now owns the name, "The Infinite Way," and that if I use it on my material any more she would sue me. She said, "You can write anything you want to, but you can't use the Infinite Way name on it."
12. I said, "Does that mean that I have to take it off The Treasure Hunt too?"
13. She said, "No, you can leave that as it is; my mother likes The Treasure Hunts."
14. In the following month, June 1979, I produced the guide without using the name, "Infinite Way."
15. In October 1979, I discontinued writing the guide.

16. Attached hereto and made a part hereof by reference are The Treasure Hunts, Volumes I, II, III, IV, V and VI. Also attached are my study guides for January 1979, March 1979, May 1979, June 1979 and October 1979.

Further Affiant sayeth not.

Luella Overeem
Signature

Subscribed and sworn before me this 11th day January 1985.

Notary signature.