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Dear Sir,

It is apparent to me, after reading your letter, that your client, nor yourself, are familiar with the "Terms of Service" of the kingsgarden.org Internet Service provider. This document, published on the internet in 1998 describes the responsibilities of all parties using the kingsgarden.org Internet Service provider. This document may be accessed for reading by anyone at any time by clicking on the icon "Terms of Service" at the bottom of the main page of the "<http://kingsgarden.org/LCC>" web site

The kingsgarden.org Internet Service provider is hosting the pages of several organizations, and in 1998, I felt it necessary to protect myself from futile lawsuits. From that time on, and according to what is done by other Internet Service providers, the responsibility for the contents of the individual pages hosted by kingsgarden.org Internet Service provider, has been given to those designing individual web pages, or requesting pages to be designed for them on their specifications and/or based the information provided by them. Since that time, I no longer have any administrative, or other, responsibility over the contents of such individual pages published by any site hosted by the kingsgarden.org server.

As an example, when Bp. William Downey requested, a few years ago, the individual pages for his Province hosted by <http://kingsgarden.org/LCC> to be deleted and replaced by links to a web site he had set up, the volunteers operating the kingsgarden.org server reacted within less than 64 hours, and made the requested changes. Bp. Downey became automatically the "owner" of the linking pages on this server. Only he has the administrative authority to request changes and/or to delete these pages. The document "Terms of Service" indicates the procedure to be followed to make such changes.

The information about the Parishes were published on <http://kingsgarden.org/LCC> only when such information was provided. For example the Congregations in South Africa, Cuba, Argentina and others Provinces have no information hosted simply because they didn't request it....

Your client has never, as a corporate body, requested in writing the installation of any page on this web site, nor has it uploaded any material directly. According to the archives of this web site, he has no ownership of any page, individual parishes have. However, as they have used the web site, they are legally bound by the Terms of Service.

You will understand that I cannot afford to renounce to my legal protection by creating a precedence in intervening in the suppression of web pages without the written permission of the "owners" or without a good reason as specified in the Terms of Service. These being: offensive language, racial discrimination and/or illegal activity in violation with the laws of the United States of America.

I recommend you to explain the document "Terms of Service" to your client - document they probably have never read - and to recommend them to make the changes according to the rules they have accepted, and have been put in place by all Internet Service Providers also for security reasons.

Such procedure is also intended to avoid as much as possible, deletion of pages by third parties

The volunteers managing the kingsgarden.org server will certainly comply with the "Terms of Service" with speed and efficiency as they have done for years. The matter can be resolved to every one's satisfaction with a little understanding, simply by complying with the Terms of Service.

Your office seems to be ill informed what regards the claim by your client "to be the sole governing body of the Liberal Catholic Church". At this point of time, at least three other groups of bishops claim to be the "governing body" of Liberal Catholics. It would be more appropriate to state that your client is the governing body of those Liberal Catholics recognizing it as their governing body, some of these "general Episcopal Synods" are operating web sites for several years without any opposition by your client.

May I also point out that, according to the "Terms of Service", agreed upon by your Client, any litigation against kingsgarden.org must be introduced before the Courts of Orange County, in the State of New York, USA, thus by lawyers licensed to practice Law in the State of New York.

Sincerely,

Maurice Warnon
Ep. Cath. Lib.