

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA,

Plaintiff,

Vs.

NORMAN DAVID SOMERVILLE,

Defendant. /

United States Attorney  
Western District of Mich.  
Attorney for Plaintiff  
330 Ionia Ave., NW  
Ste 501, The Law Bldg  
Grand Rapids, MI 49503  
(616) 456-2404

Norman David Somerville  
Defendant  
In Propria Persona  
Federal Medical Center  
P.O. Box 14500  
Lexington, KY 40512

05 NOV 16 PM 2:16

Case No. 1:03:CR:239-01

MOTION TO SUPPLEMENT  
THE RECORD FOR APPEAL

COPY

MOTION TO SUPPLEMENT THE RECORD FOR APPEAL

NOW COMES, Norman David Somerville, Defendant in propria  
persona, to supplement the District Court Record with relevant  
case documents for purposes of Appeal to the 6th Circuit Court of  
Appeals in Case No. 05-1475.

The following paragraphs list documents to be supplemented  
and thier relevance to this case. Each document, where possible,  
is attached to this MOTION.

1. Report by Dr. Nelson Lund of the Virginia Institute for Public  
Policy entitled: A Primer on the Constitutional Right to Keep  
and Bear Arms. This document was discussed by the Court in the  
Sentencing Hearing.
2. Letter to the Editor of The Advocate newspaper dated November  
12, 2005. This letter is judged by the Court to be evidence of  
the Defendant's lack of concern for his own safety or that of  
his wife, and is extensively discussed in the Sentencing Hearing

and in the JUDGEMENT Statement of Reasons as the reason for Sentence Enhancement.

3. Search Warrant and Return to Search Warrant. These documents are described to the Court in the PRETRIAL CONFERENCE SUMMARY ORDER dated October 20, 2003 and are the premise upon which seizures of evidence were made. This information was used in the preparation of the Governments Motion for Detention and in the Pre-Sentence Investigation Report.
4. Bureau of Alcohol, Tobacco, and Firearms (B.A.T.F.) firearms testing reports. These documents were ORDERED by the District Court to be prepared and produced by the Government in the PRETRIAL CONFERENCE SUMMARY ORDER signed by Magistrate/Judge Scoville. These documents were alleged to exist by the Government as thier evidence in the Plea Hearing however they were never produced. Lisa Kay Vega apparently viewed these documents as she references them in her statements which are part of the Objections to the P.S.I. Report which she faxed to Joseph Doele and Lloyd K. Meyer on October 17, 2004.
5. P.S.I. Objections filed with Lloyd K. Meyer by facsimile on October 17, 2004. These Objections are noted as the purpose and or part of the reason for the withdrawal of Mr. Joseph Doele in DEFENDANT NORMAN DAVID SOMERVILLE'S MOTION TO WITHDRAW AS COUNSEL which Mr. Doele drafted and filed on or about October 28, 2004.
6. Proffer Agreement dated October 20, 2003, between the Government and Norman David Somerville. This document is the premise for the "COOPERATION" portion of the Plea Agreement. This

document is the reason Mr. Somerville gave Grand Jury testimony on April 20, 2004 without the benefit of his Attorney's presence. This agreement was referenced during those proceedings as was a commitment by the Government to seek a downward departure in sentencing as a result of performance under this agreement. This agreement is referenced by Lisa Kay Vega in her Objections to the P.S.I. filed with Mr. Meyer by facsimile on October 17, 2004. This document is referenced numerous times in letters to Mr. Somerville's wife, Lisa Kay Vega, which the government obtained from Lisa Kay Vega.

7. Letter drafted by Norman David Somerville during August 12-13, 2004, which he sent to his wife Lisa Kay Vega for typing, and was ultimately facsimiled to Judge Gordon Quist on or about November 16, 2004. This letter regarded the Plea Hearing proceedings and Mr. Somerville's exhaustive concerns for the safety of his wife. This letter was the subject of much discussion in Sentencing Hearing in regards to Obstruction of Justice Sentence Enhancements.
8. B.A.T.F. Administrative Seizure letter regarding an "M2 Machinegun" allegedly seized from the Somerville farm on October 30, 2003. This is the collection of M2 parts which are referred to in the P.S.I. report as a "conversion kit". This is the set of parts referred to in the Objections to the P.S.I. report filed by Norman David Somerville and Lisa Kay Vega on Oct. 17, 2004 by facsimile.

9. B.A.T.F. letter to TNW company, maker of the M2 .50 caliber beltfed rifle which was alleged by the B.A.T.F. and the Government and the Governments secret informant to have been converted to fully automatic fire. This letter clearly shows that such modifications were made to this rifle by the manufacturer, TNW, that 'conversion' by use of the "conversion kit" seized by the B.A.T.F. on October 30, 2003, or otherwise, was satisfactorily precluded. This information was reasonably known to "expert" B.A.T.F. agent Mark Semear prior to preparation of the Application and Affidavit for Search Warrant and preparation of the Governments Motion and Brief for Detention. This information was also likely among the undisclosed "papers" seized in the execution of the rubber-stamped Search Warrant.
10. Marriage License for Norman David Somerville and Lisa Kay Vega. The District Court held that no marriage existed. This document, Certified, proves a Marriage exists under Michigan state law. The District Court refused to honor Spousal Privilege to defendant in the Sentencing Hearing.
11. Letter from Assistant U.S. Attorney Lloyd K. Meyer to defendant Somerville's counsel Joseph Doele from May 2004 regarding Grand Jury testimony by Somerville. This letter confirms that Counsel Doele was not present at this proceeding and that Somerville was providing very valuable and truthful cooperation under the Proffer Agreement prior to the Plea Agreement. This letter proves the Government was deficient in performance under the

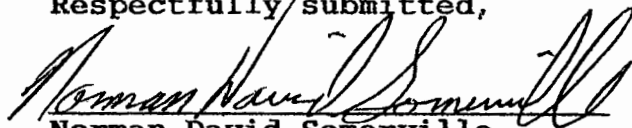
Plea Agreement as regards a 5K1.1 downward departure. This letter is referenced in letters between the Somerville's which the FBI/Government took possession of, and in Motions before the District Court.

12. Book of Genesis from the Bible. The Government extensively attacked defendant Somerville's religious beliefs in its Sentencing Motions and in exhibits and testimony it solicited from its witnesses. The B.A.T.F. agent Mark Semear began these attacks during the initial Search of the Somerville farm by photographing "Genesis 1:29" posted on a building; this photograph was used in Sentencing Hearing to disparage the defendant.
13. Cooperation Agreement between Lisa Kay Vega and the Government dated October 29, 2003. Cooperation of Lisa Kay Vega was extensively discussed in the letters ~~Norman David Somerville~~ wrote to Judge Gordon Quist and in the Letter to the Editor of The Advocate newspaper which the Government brought into court for discussion in Sentencing. All of Somerville's letters to Judge Gordon Quist were brought up in court proceedings.

WHEREFORE defendant prays this Honorable Court is satisfied with the relevance of these documents.

Dated: November 9, 2005

Respectfully submitted,



Norman David Somerville  
Defendant, in propria persona  
11612-040  
Federal Medical Center  
P.O. Box 14500  
Lexington, KY 40512

PROOF OF SERVICE

The undersigned certifies under penalty of perjury that the attached document entitled MOTION TO SUPPLEMENT THE RECORD FOR APPEAL was served on the U.S. Attorney by sending same via first-class Mail addressed to: United States Attorney, 330 Ionia Ave., NW, Ste 501, The Law Bldg, Grand Rapids, Michigan 49503, on November 9<sup>TH</sup>, 2005.

  
Norman David Somerville



DEPARTMENT OF THE TREASURY  
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS  
WASHINGTON, DC 20226

E:CE:FT:EMO  
3311

JUN 18 1997

Mr. Tim Bero  
Technetwork International, Inc.  
55326 Timber Road  
Vernonia, Oregon 97064

Dear Mr. Bero:

This refers to your letter of May 14, 1997, with which you submitted a firearm for classification under the provisions of 18 U.S.C., Chapter 44.

Examination of the submitted sample, serial number T001, indicates that it is a semiautomatic firearm based on the Browning HB M2 .50 caliber machinegun design. The receiver assembly has been constructed from a standard Browning HB M2 type left side plate, bottom plate and trunion. A newly manufactured right side plate has been fabricated from stock having a thickness of .375 inches. The interior surface of the right side plate has been machined such that two rails protrude into the receiver cavity approximately .060 inches.

The upper rail is approximately 15 7/8 inches in length and approximately 1/2 inch in height. The upper edge of this rail is located approximately 1 inch below the top of the side plate. The rear of the rail is located approximately 13/16 inch forward of the rear of the side plate. The purpose of this upper rail is to prevent the installation of a standard Browning HB M2 type machinegun bolt.

The lower rail is approximately 10 7/8 inches in length and is located such that its bottom edge contacts the inner surface of the bottom plate. The height of the lower rail is approximately the same as the upper rail. The rear of the lower rail is located approximately 13/16 inch forward of the rear of the side plate. The purpose of the lower rail is to prevent the installation of a standard Browning HB M2 type barrel extension and oil buffer assembly.

Mr. Tim Bero

The top plate has been modified by eliminating the bolt latch bracket and welding a steel block approximately 1 1/4 inches in height, 3/4 inch in length and 1/4 inch in thickness to the right side of the top plate bracket and the top plate. The block is located immediately behind the "V" slot in the top plate bracket. This modification prevents the installation of a standard Browning HB M2 type trigger bar.

The trigger bar has been redesigned by adding a new front section that incorporates a spring loaded, disconnecter. This tilting disconnecter is designed to contact the upper right edge of the sear located in the bolt.

The bolt has been modified by machining the slot for the sear such that a standard Browning HB M2 type machinegun sear cannot be installed in the bolt. The new sear is configured such that its upper surface is below the top of the bolt. In order for the disconnecter to depress the sear, a notch has been cut on the rear of the bolt exposing the upper right corner of the sear. Additionally, the bolt has no provision for the installation of a side firing sear slide. The bolt has also been modified by machining a groove along the upper right side of the bolt body. This groove allows the bolt to be installed into the redesigned receiver. The redesigned bolt, trigger bar and sear allow the weapon to fire one shot each time the trigger is depressed.

The left side plate has been modified by welding closed the access for the side firing sear. Therefore, a side plate trigger assembly cannot function on the firearm. A steel plate approximately 8 1/16 inches in length, 1 3/16 inches in height, and 1/4 inch in thickness is affixed to the inside upper rear of the left side plate.

The barrel extension has been modified by machining a groove along its rear lower right side. The purpose of this groove is to permit the barrel extension to be installed into the receiver.

Mr. Tim Bero

The oil buffer assembly has been modified by machining a groove along its front lower edge. The purpose of this groove is to permit the oil buffer assembly to be installed into the receiver.

The sample, as submitted, was assembled with allen head screws. However, you indicated that the production version of the weapon will be assembled by rivets and welding.

The above weapon as submitted is a firearm as that term is defined in 18 U.S.C., Chapter 44, Section 921(a)(3)(A) provided that in production versions the left and right side plates are welded to the top plate, bottom plate, and trunion. All welds must be deep penetrating, full fusion, gas or electric steel seam welds.

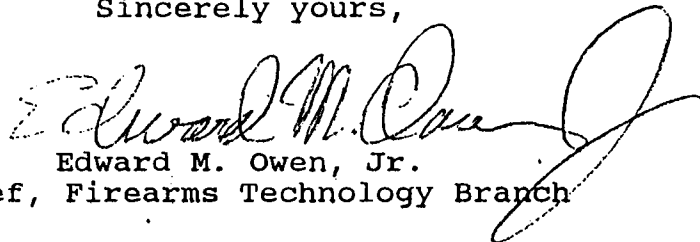
Please be advised that this determination is based on the sample as submitted. If the design, dimensions, material used, configuration, method of construction or method of assembly are changed, this classification is subject to review.

It was noted during our examination that the weapon is not marked as required by 27 CFR, Section 178.92(a)(1). The firearm is marked TNW Vernonia QR. The letters QR are not a recognized abbreviation for the State of Oregon. Additionally, the firearm is not marked with a caliber designation. Any firearms you manufacture must be marked as required by the cited section.

The sample is being returned under separate cover.

We trust that the foregoing has been responsive to your inquiry. If we can be of any further assistance, please contact us.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Edward M. Owen, Jr.", written in dark ink.

Edward M. Owen, Jr.  
Chief, Firearms Technology Branch

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Honorable Judge Quist,

The desire to write to you about the conduct of court officials in this case has come over me several times previously. Each time I have only had the comfort of my wife who encouraged my restraint and patience. I can no longer remain silent. I feel both my wife and I are victims of misconduct.

The plea agreement which was signed by me yesterday was not entirely agreeable or accurate. I did do my best to express some of my concerns in court as you directed. I believe you are aware of the tremendous amount of cooperation which I have provided to the prosecutor. I believe you are also aware of the proffer agreement and the immunity provided to me and my wife. My wife has provided an awesome amount of cooperation on my behalf and we have both influenced multiple other people to provide cooperation on my behalf as well. We have both been influenced to provide this cooperation with the understanding that it will all work to my credit in reducing my sentence and even towards expunging this conviction.

Very early in this process, subsequent to my initial disclosures in the cooperation procedures, Mr. Doele and Mr. Meyer suggested to me a likely sentence of two years. Mr. Doele now vehemently denies this. I believe Mr. Doele also made those predictions to my wife Lisa. Lisa and I exchanged several personal letters at that time discussing those predictions. Lisa and I both committed ourselves to increasing our level of cooperation to further reduce that sentence. Ultimately, many additional major contributions have been made by us, and now in the last couple weeks we are advised by Mr. Meyer and Mr. Doele that my likely sentence is up to 4 years or 36 months to 46 months. In the meantime, Lisa was repeatedly given predictions of my release much sooner, most probably in October or November of 2004, with many discussions of time served as the likely sentence. I have asked her to include her own words on this matter in this letter.

In response to my concerns about the language in section V11 D of the plea agreement, Mr. Meyer opted to print that section in bold print and underlined. My interpretation of this is that he too is vehemently denying any of his statements to me or my wife concerning the likely sentencing. I believe his statements to my wife were substantial inducements for both of us, and many other cooperating people. The language in section V11 D, is in my opinion, a bad faith representation of matters that have transpired. I was unable to contest these statements in open court without clearly disclosing the highly sensitive cooperation provided by my wife and others as well as myself. It was not my intent to make false statements to you on the record, but disclosure of my true feelings and knowledge would have put many peoples lives in jeopardy and seriously compromised the case, and even possibly violated other terms in the plea agreement. I made the best decision I could at the time and am immediately notifying you of these matters.

Section V11A. Of the plea Agreement also contains language which I objected to prior to court but which Mr. Meyer insisted upon as Mr. Doele informed me. The words "has failed" are apparently intended to make this plea agreement retroactive to some unspecified date. The proffer agreement supposedly afforded my wife and myself complete immunity for our disclosures and contained far less, and different language than

CASE NO.: 1:03-CR-239

HONORABLE JUDGE QUIST,

NOVEMBER 8, 200

THE ATTACHED TYPED LETTER WAS DRAFTED BY MYSELF IMMEDIATELY AFTER THE AUGUST 11, 2004 HEARING. I SENT IT TO MY WIFE TO TYPE AND IT HAS TAKEN UNTIL NOW FOR HER TO COMPLETE THAT REQUEST.

THIS LETTER TO YOU CONCERNS THE RELATIONSHIP BETWEEN APPOINTED ATTORNEY MR. JOSEPH DOELE.

~~... IN THE COURT ON OCTOBER~~

see  
to

this plea agreement. Our actions taken under the prior agreement are now to be possibly used against us by this new language.

Language in section XI A. Which I also objected to, creates more exceptions to our previous immunity as well. I could not raise these issues in open court without disclosing the proffer agreement and our substantial cooperation. I am doing my best to timely notify you of these matters. It was not my intent to deceive the court, but rather to protect the lives of people I love and the integrity of the case, and avoid violating other terms of the plea agreement.

Section V B. Also contains language I objected to prior to court but which Mr. Doele advised me would not be changed by Mr. Meyer. The phrases "may file" and "may move" do not reflect representations made to me by Mr. Meyer on April 20, 2004. I believe this was the date of my Grand Jury preparations and testimony. In the preparation period Mr. Meyer told me he WOULD file this motion, and to the best of my recollection he also stated this on the record in the Grand Jury proceedings. Now Mr. Doele advises me that Mr. Meyer wants to put this "over my head" in some manner to extort my continued cooperation. Roughly paraphrased Mr. Doele described Mr. Meyer's conduct in the use of this language to be seriously egregious. There is nothing I am made aware of by Mr. Meyer or the authorities I interact with to suggest a reason why Mr. Meyer would behave this way. My wife and myself have purportedly gone "above and beyond" in our level of cooperation and this language in the plea agreement clearly expresses to me some bad faith intentions and prior bad faith actions in the part of Mr. Meyer. I realize that we discussed the language of this section in court, but as in my other objections to the language in the plea agreement, if I had disclosed the circumstances under which Mr. Meyer made his previous representations then I would have had to publicly reveal sensitive issues of cooperation like Grand Jury testimony. I understand



ultimately it is your decision to accept such a motion if it is filed and your decision on

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DELIBERATELY KEEPING HIMSELF UNINFORMED OF THE VARIOUS ASPECTS OF MY COOPERATION AND THAT OF MY WIFE AND OTHERS WHO WERE ACTING ON MY BEHALF. MR. DOELE ADMITTED TO ME IN A MEETING PRIOR TO THAT, THAT HE WAS AWARE THAT THE MOTION FOR DETENTION WAS "FILLED WITH LIES AND EXAGGERATIONS" BUT HE REFUSED TO DO ANYTHING ABOUT IT.

I BEGAN ASKING MR DOELE FOR THE SENTENCING GUIDELINES AND POINTS INFORMATION IN FEBRUARY, 2004, AND REQUESTED THEM NUMEROUSLY AFTER THAT TIME IN LETTERS AND VERBALLY. MR DOELE DID NOT PROVIDE THIS INFORMATION EVEN UNTIL AFTER THE PLEA HEARING ON AUGUST 11, 2004. RIGHT IN FRONT OF YOU, MR DOELE KNOWINGLY ADVISED ME TO MAKE FALSE STATEMENTS TO YOU INDICATING THAT HE HAD GIVEN ME COMPLETE INFORMATION ON THE POINTS. IN FACT MR DOELE HAD ONLY DISCUSSED THAT I HAD NO PRIOR CRIMINAL HISTORY POINTS, NOT THE POINTS RELATING TO MY OFFENSE LEVEL. MR DOELE HAD ADVISED ME OF 36 TO 46 MONTHS BUT NEVER TOLD ME HOW HE ARRIVED AT THAT FIGURE.

DURING THE VIDEO CONFERENCE TO DISCUSS THE LANGUAGE OF THE PLEA AGREEMENT ON AUGUST 10, 2004, MR. DOELE ADVISED ME THAT THE REFERENCE TO U.S.S.G. § 1. B. 1. 8 IN PARAGRAPH XI. A MEANT THAT NO SENTENCING ENHANCEMENT WOULD BE ALLOWED. IT WAS CLEAR THAT ONLY BASE LEVEL POINTS FOR POSSESSION OF ONE MACHINE GUN WOULD BE USED AGAINST ME. MR. DOELE WAS VERY PROUD OF THIS FACT AND

TOLD ME THIS WAS A VERY GOOD AND IMPORTANT PART OF THE DEAL. WHEN THE P.S.I. CAME OUT WITH 10 EXTRA POINTS FOR ENHANCEMENTS BOTH MY WIFE AND I COMPLAINED TO MR. DOELE ABOUT THIS. IT WAS ONLY AT THE OCTOBER 27, 2004 MEETING AT THE COURTHOUSE WHEN MR DOELE CONTESTED THAT HE EVER ADVISED ME THAT NO ENHANCEMENT POINTS WERE POSSIBLE, HE BECAME VERY UPSET AND CALLED HIMSELF AN ASSHOLE - "SO I'M AN ASSHOLE THIS WAS HIS OWN REACTION TO REALIZING AND ADMITTING THAT HE HAD NOT ADVISED ME CORRECTLY. THIS MISTAKE OF HIS HAD NOW RAISED MY SENTENCE TO 70 TO 87 MONTHS. MR. DOELE FURTHER ADVISED ME THAT IF WE CONTESTED ANY OF THE ENHANCEMENT POINTS THAT AUSA LLOYD MEYER WOULD INSIST ON TERRORISM ENHANCEMENTS UP TO 36 POINTS. THIS WAS ALL ENTIRELY WAY OUTSIDE OF ANY DEAL ARRIVED AT IN THE PLEA AGREEMENT AS IT WAS REPRESENTED TO ME AND APPEARED TO BE A DETERMINED EFFORT BY AUSA LLOYD MEYER TO DESTROY THAT DEAL. MR DOELE FILED HIS MOTION TO WITHDRAW OF HIS OWN ACCORD, AND APPEARED TO ALREADY BE PREPARED TO DO SO

I WOULD HAVE REPLACED MR. DOELE LONG AGO IF I HAD THE FINANCIAL RESOURCE TO DO SO. IT WAS SIMPLY NOT WITHIN MY MEANS TO DO SO. I WORKED WITH MR. DOELE THE BEST I COULD, BUT IT TRULY SEEMS THAT MR. DOELE HAS PUT AS LITTLE TIME AND ATTENTION TO MY CASE AS HE POSSIBLY COULD.

I WOULD REQUEST THAT THE COURT REPLACE MR. DOELE

AT THE COURTS EXPENSE WITH SOMEONE WHO MR. MIKE DUNN WOULD CHOOSE, AND IF THAT IS NOT POSSIBLE I WOULD REQUEST ~~MR CANADY~~ MR. CLINTON CANADY OF LANSING.

IN RESPONSE TO AUSA LLOYD MEYER'S MOTION AND BRIEF TO ADJOURN SENTENCING, PAGE 2 STATES THAT BASED ON A MEETING WITH ME ON OCTOBER 27, 2004 THAT IT APPEARS I HAVE MATERIALLY BREACHED THE PLEA AGREEMENT. I AM AWARE OF NOTHING THAT COULD HAVE BREACHED THE AGREEMENT AT THAT MEETING. IT SEEMS THAT MR DOELE SHOULD HAVE BEEN PRESENT AT THAT MEETING OR IT SHOULD NOT HAVE TAKEN PLACE. I AM NOT THE PERSON TO NEGOTIATE SUCH THINGS ON MY OWN, AND IF ANYTHING, MR MEYER TOOK ADVANTAGE OF THE SITUATION WHEN HE SHOULD HAVE ADJOURNED THE MATTER UNTIL ISSUES WITH MR. DOELE WERE RESOLVED. IT IS MY FEELING THAT MR. MEYER HAS BROKEN THE PLEA AGREEMENT BY INSISTING ON ENHANCEMENT POINTS. I DID STILL FURTHER COOPERATE WITH ATF INVESTIGATORS IN A TAPED INTERVIEW ON NOVEMBER 3, 2004.

AS REGARDS A PSYCHIATRIC EXAMINATION, I BELIEVE IT WOULD BE A WASTE OF TIME. I AM DEPRESSED AND I HAVE SUBSTANTIALLY LOST FAITH IN GOVERNMENT AND SOCIETY IN GENERAL DUE TO EVENTS INVOLVED IN THIS CASE. THE MICHIGAN MILITIA VICTIMIZED ME AND MY WIFE, AND DESPITE OUR BEST EFFORTS TO MAKE AMENDS, THE GOVERNMENT AND ITS

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INVESTIGATORS APPEAR TO BE BENT ON VICTIMIZING US  
EVEN MORE. I HAVE PREPARED AN EXTENSIVE LETTER TO  
ADDRESS THESE ISSUES WHICH I HOPE WILL BE DELIVERED  
TO YOU SHORTLY. I AM ALREADY RECEIVING SOME  
LIMITED COUNSELING AND MEDICATION FOR MY  
DEPRESSION. I AM NOT ADVERSE TO YOU DISCUSSING MY  
CASE WITH THE NEWAYGO COUNTY MENTAL HEALTH  
PERSONNEL. THIS MAY SAVE TIME AND RESOURCES.

RESPECTFULLY,

*Norman David Somerville*  
NORMAN DAVID SOMERVILLE

understanding.

The original proffer agreement was entered into with the understanding and written language provided to guarantee immunity to my wife Lisa. I objected to the lack of continued guarantee in this plea agreement in section VI B and XI A. prior to court. Mr. Doele advised me that "Lisa has her own Lawyer" and language would not be included in order to continue to conceal the extent of her cooperation. I believe that Mr. Mike Dunn was involved in a family crisis during the very few hours in which this plea agreement was being negotiated and he was unable to reasonably represent Lisa's interests. I have asked Lisa to Mad her knowledge of this to this letter. This is another issue I could not raise in open court for the same reasons as my other objections stated above. I feel Lisa was unfairly excluded from reasonable protections after previously being led to believe her disclosures were protected.

I am not submitting this letter to you for the purpose of attacking or disrespecting the court or its officers. I have been under a great deal of stress and am currently receiving prescription medication. I am not aware of the actual diagnosis of my condition because no paperwork was given to me. My condition may well have some influence on my perspective of the issues raised above. Mr. Doele has had very little contact with me and was unaware of my treatment. I had no idea you would ask questions about such matters in court so Mr. Doele and I had no opportunity to prepare to answer your

questions. I did answer your question about having taken any prescription medication in the last 24 hours honestly; I missed my dispensation on the morning of court and I requested a copy of the medication log sheet so you could have documentation. I have no doubt that my perspectives of government were seriously damaged and re-programmed into a pathological distrust of government by the militia. I have been internally embroiled in a struggle to deal with my confusion and I pray at some point I will be able to enter some counseling to regain my well-being. My wife has been fortunate enough to have the benefit of therapy and medication and I hope I will be able to join her in those sessions soon so that our lives will be repaired. The description of the medication was not provided to me by the jail so my wife got documentation on it for me from her local pharmacy. The dosage I am receiving is triple the amount listed on that print out.

We also discussed section X11 of the plea agreement in court without being detailed in public. I understand that the prosecutor may ask to delay the sentencing hearing. I wish to tell you that it is my wish and my wife's wish to assist the court whether or not we are compelled to do so under this or any other agreement. My wife and I both understand how we were victimized by the militia and how this diseased mentality is infecting many well meaning people; this must be stopped and we are willing to do our part to help. I would ask you to consider that if extensions of sentencing date result in more jail time than your sentence might result in, that you will consider home detention as an option. Home detention might allow me to attend counseling sooner and keep a lower profile on our cooperation.

Thank you for your consideration of these matters. I hope my wife will type this letter and forward it to you, and attach her own comments.

Respectfully, *Norman David Somerville*  
Norman David Somerville