

**MIQDASH BETHEL COVENANT ASSEMBLY**

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**WITNESSES TO THE WOUND**

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*A Covenant Investigation into the Exploitation of the Zamar Carriers*

*100 Years of the Music Business on Trial*

**Report No. 12 of an Ongoing Series**

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# MARY WELLS

1943 – 1992

***The First Lady of Motown — The Voice That Built the House***

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*Signed at 17 as a minor on a contract Berry Gordy later claimed was valid — My Guy royalties redirected to promote the Supremes while she received nothing — left the label and as a condition of release waived all future royalties from her Motown recordings — seven labels, no Top 10 again — diagnosed with laryngeal cancer in 1990 with no health insurance — evicted from her apartment — friends paid her medical bills — died at 49*

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March 2026 · Kepha Arcemont, Elder and Founder

## SECTION ONE — THE GIFT: WHO YAHWEH MADE HER

## Biography: The Child of Poverty Who Became Motown's First Star

**Mary Esther Wells was born May 13, 1943, in Detroit, Michigan** — to Geneva Campbell Wells, a domestic worker, and Arthur Wells, an absentee father. She grew up in Black Bottom, one of Detroit's poorest neighborhoods. She had two siblings. The family had very little. She rarely saw her father. She never had what other children had. By age 12 she was helping her mother clean houses — "*daywork*," she later called it. She sang while she worked. The gift was always present.

Her health added another dimension to a childhood already defined by deprivation. At age two she contracted spinal meningitis, which left her with temporary paralysis, partial blindness in one eye, and deafness in one ear. She recovered, but it took years. At age ten she contracted tuberculosis. She survived. She sang through all of it. **For Mary Wells, singing was not a career choice in the conventional sense. It was what she did to survive pain.** First the pain of the body. Then the pain of poverty. Then the pain of what the industry would do to her.

In 1960, at seventeen years old, Mary Wells approached Berry Gordy at a Detroit nightclub. She had written a song, ***Bye Bye Baby***, intending it for Jackie Wilson. She sang it for Gordy in the hallway when he tried to walk past her. He was stopped cold. He signed her the next day. The song was recorded in 22 takes and released in late 1960. It reached number eight on the R&B chart. **She was 17. She had never made a professional recording. She was Motown's first star.**

Berry Gordy paired her with Smokey Robinson. The combination was one of the most perfect in American popular music history: Robinson's melodic precision and lyric sophistication against Wells's voice — gentle, coy, playful, capable of breaking open on a single note into something that stopped every room. Between 1962 and 1964, the Robinson-Wells partnership produced ***The One Who Really Loves You, You Beat Me to the Punch, Two Lovers***, and their masterpiece: ***My Guy*** (1964). ***My Guy*** reached number one on the Billboard pop chart in May 1964 — the first number one hit in Motown's history. She was 21 years old.

The Beatles requested her as their opening act on their 1964 British tour. Former Motown sales chief Barney Ales said she was "*our big, big artist*" — the artist that every American who came of age in the 1960s knew by heart. **She was Motown's first superstar. She gave the label its first number one. She defined the Motown sound before the Supremes existed as a commercial force.** And she had signed her contract at 17, as a minor, on a document that would define everything that followed.

◆ *I am a vocalist and guitarist since I was fourteen. I know what it means to carry a sound that is distinctly and irreversibly yours. Mary Wells had that. My Guy is one of the most perfectly realized pop recordings in American music history — Smokey Robinson's songwriting and Mary Wells's voice operating at the exact intersection of each other's gifts. That record built Motown into what it became. The Supremes, the Temptations, the Four Tops, Marvin Gaye*

— all of them came after the commercial foundation Wells had laid. She was 21. She had signed at 17. She received no royalties.

<b>Born</b>	May 13, 1943 — Detroit, Michigan
<b>Health</b>	Spinal meningitis age 2 (paralysis, partial blindness, deafness); tuberculosis age 10; tuberculosis again 1964
<b>Background</b>	Grew up in Black Bottom, Detroit; absentee father; mother worked as domestic; helping clean houses by age 12
<b>Signed Motown</b>	July 8, 1960 — age 17 — as a minor, with mother present
<b>Motown career</b>	First female Motown Top 40 single; multiple Top 10 hits 1961–1964; first Motown #1 (My Guy, 1964)
<b>My Guy (1964)</b>	#1 Billboard pop chart — first #1 in Motown history — Beatles requested her as opening act
<b>Royalties received</b>	Virtually nothing — My Guy earnings redirected to promote the Supremes
<b>Left Motown (1964)</b>	Condition: permanently waived all future royalties from all Motown recordings
<b>Post-Motown</b>	Seven labels; never again reached Top 10; drug and alcohol struggles; attempted suicide
<b>Cancer diagnosis</b>	1990 — laryngeal cancer — no health insurance — lost voice, finances, apartment
<b>Friends' rescue</b>	Bruce Springsteen, Bonnie Raitt, Diana Ross, Rod Stewart, Elton John paid her medical bills
<b>Death</b>	July 26, 1992 — Los Angeles — age 49


## SECTION TWO — THE WOUND: WHAT WAS DONE TO HER

# The Exploitation — A Minor's Contract, Redirected Royalties, and the Price of Freedom

## Wound One: The Minor's Contract

**Mary Wells signed her Motown contract on July 8, 1960.** She was seventeen years old. A minor under the law. Her mother was present. The contract she signed would govern the most commercially successful period of her career — the entire Motown run

from ***Bye Bye Baby*** through ***My Guy*** — and would be the instrument through which every legal claim she made against the label would eventually be settled. When Wells sought to leave Motown in 1964, Berry Gordy initially claimed she still had a year remaining on her contract and attempted to block her from recording elsewhere. Her lawyer invoked the one defense available: **the contract was signed when she was seventeen, making her a minor at the time of signing, which rendered the contract legally voidable at her option.** The court agreed. The contract was invalid as a minor's agreement. She could leave. But the settlement extracted from her the price of that legal victory. **As a condition of her release from the invalid contract, Wells agreed to permanently waive all future royalties from every recording she had made for Motown.** The Wikipedia account confirms: *"Motown and Wells settled but under the condition that she could not receive any royalties from her past works with the label."* The contract that should not have been binding bound her anyway, because getting out of it required surrendering everything it had generated. **She was freed from the invalid contract by agreeing to let the label keep everything the invalid contract had produced.** This is the industry's double bind in its most precise legal form.

 **DOCUMENTED: Settlement terms, 1964: Mary Wells released from Motown contract (signed at age 17 as a minor, legally voidable) on the condition that she permanently waive all royalties from her entire Motown catalog. Including My Guy — Motown's first #1 hit. Forever.**

## Wound Two: My Guy Royalties Redirected to the Supremes

The specific grievance that drove Wells to leave Motown at the height of her career is documented across multiple independent sources: her royalties from ***My Guy*** were being redirected to promote the Supremes. The New World account states: she was *"outraged to hear that her royalties from My Guy were being spent not on her next album but on Gordy's new next big thing – the Supremes."* The Last.fm account confirms she was *"reportedly angry that the money made from My Guy was being used to promote The Supremes, who were at last finding success with 'Where Did Our Love Go'."*

This is a specific and documented form of exploitation that appears in no previous report in this series: **using one artist's royalties to fund the development of another artist.** Not failure to pay. Not false accounting. Deliberate redirection of one artist's earnings to build a different artist's career. **The woman whose voice had built the commercial foundation of Motown had her royalties from that foundation used to build the next commercial property, rather than returned to her.** She was the ox whose grain fed someone else's threshing floor.

## Wound Three: Seven Labels, No Top 10, No Royalties

**After leaving Motown, Mary Wells recorded for seven different labels over the next twenty-eight years:** 20th Century Fox, Atlantic, Atco, Jubilee, Reprise, and others. She never again reached the Top 20 on any Billboard chart. Her tuberculosis returned immediately after signing with Fox, forcing her to be bedridden for weeks during what should have been her commercial relaunch. When she recovered, she

produced an album that yielded only one Top 40 single. Her contract with Fox was cancelled after a year.

The TeachRock account documents the trajectory with precision: *"She played the oldies circuit and fell in and out of trouble as she abused drugs and alcohol, attempted suicide and endured legal battles and tumultuous relationships."* The Motown years had produced her only commercial work that the public recognized. Every subsequent label offered her the promise of what those years had given her and delivered nothing comparable. **She owned none of the work that defined her.** Every time **My Guy** was played on the radio, licensed for a film, covered by another artist, or streamed, the royalties went to Motown — the label that had held a minor's voidable contract and extracted from her the permanent waiver of those royalties as the price of her freedom.

## Wound Four: Cancer, No Insurance, Eviction

**In 1990, Mary Wells was diagnosed with laryngeal cancer.** She was 47 years old. She had no health insurance. The treatments destroyed her voice — the gift that had been the source of everything. The Oral Cancer Foundation account documents: *"The cancer treatment she had to undergo left her unable to sing for many years. She also had no health insurance, and the costly treatments and therapy quickly eliminated her finances. She was so financially devastated that she was evicted from the apartment where she and her daughter lived."*

Bruce Springsteen, Bonnie Raitt, Diana Ross, Rod Stewart, and Elton John paid her medical bills and living expenses. The woman who had given Motown its first number one hit, who had opened for the Beatles, who had inspired the Supremes — was evicted from her apartment and dependent on the charity of friends while **My Guy** continued to generate royalties for the label that had taken them from her twenty-six years earlier.

In 1991, Wells filed a multi-million dollar lawsuit against Motown for unpaid royalties. The label settled out of court for a six-figure sum. **Too little, two years too late.** She died on July 26, 1992, at forty-nine years old. **Motown's first superstar died at 49, having never been paid what her voice was worth.**

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## SECTION THREE — THE THREE WITNESSES (DEVARIM 19:15)

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### Corroboration of the Record

**WITNESS One:** *Wikipedia (Mary Wells article, extensively sourced): confirms signed at age 17 as a minor on July 8, 1960; confirms My Guy was Motown's first #1 pop hit; confirms 'Wells complained of not receiving monetary royalties from Motown'; confirms settlement condition that 'she could not receive any royalties from her past works with the label'; confirms 1991 multi-million dollar lawsuit settled by Motown for a six-figure sum; confirms death July 26, 1992, at age 49.*

**WITNESS Two:** *The New World account (documented biography): confirms 'she was outraged to hear that her royalties from My Guy were being spent not on her next album but on Gordy's new next big thing – the Supremes'; confirms she accepted a one-time*

payoff of \$30,000 to leave Motown; confirms she never again had a Top 20 hit after leaving. Additionally: IMDB biography confirms 'she had no health insurance, and the costly treatments and therapy quickly eliminated her finances.'

**WITNESS Three:** Oral Cancer Foundation biographical account: confirms Wells was 'financially devastated' and 'evicted from the apartment where she and her daughter lived' following cancer treatment; confirms musicians including Bruce Springsteen, Bonnie Raitt, Diana Ross, Rod Stewart, and Elton John paid her medical bills; confirms she died in 1992. Corroborated by TeachRock (academic educational resource) and MusicianGuide.com (sourcing New York Times and People magazine interviews with Wells herself).

Additional corroboration: Motown Museum (confirms departure and career trajectory); Last.fm documented account (confirms My Guy royalties grievance); Rocks Off Magazine biography.

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## SECTION FOUR — THE COVENANT ANALYSIS: WHAT THE TORAH SAYS

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### The Torah Charges — Applied to Mary Wells

#### Charge One: The Minor's Contract and the Covenant Protection of Youth — Vayikra 19:14

***"You shall not curse the deaf or put a stumbling block before the blind, but you shall fear your Elohim: I am Yahweh."***

**— Vayikra (Leviticus) 19:14**

Mary Wells signed her contract at seventeen. She did not know the full commercial implications of what she was signing. She could not have known — she had never made a professional recording. The Torah's command against placing a stumbling block before the blind applies to every transaction in which a party with superior knowledge exploits the ignorance of the party without it. **A record label's lawyer presenting a seventeen-year-old girl from Black Bottom with a contract that would govern everything she produced commercially for the next four years and permanently waive her royalties if she sought to exit it is, in the covenant's framework, placing a stumbling block before the blind.** She could not see what the contract would cost her. They could. They presented it anyway. ***I am Yahweh*** — the Torah's reminder that the covenant standard is witnessed regardless of what the legal framework of the era permitted.

#### Charge Two: Redirecting Earned Wages to Another Party — Vayikra 19:13

***"You shall not oppress your neighbor or rob him. The wages of a hired worker shall not remain with you all night until the morning."***

**— Vayikra (Leviticus) 19:13**

My Guy royalties redirected to promote the Supremes. This is the most specific and direct application of *lo ta'ashoq* in the entire series. The hired worker's wages are not merely withheld — they are actively redirected to benefit another party at the worker's expense. **Wells did not merely fail to receive what she was owed. Her earnings were taken and used to build someone else's commercial future.** The Supremes became the dominant Motown act. *Where Did Our Love Go* was released in 1964 while Gordy was redirecting Wells's royalties from *My Guy* to promote them. The Supremes became one of the most commercially successful acts in American music history. **The foundation of that success was partially built with Mary Wells's withheld wages.** The Torah names this.

### Charge Three: The Settlement as Coerced Surrender — Shemot 23:6–8

*"You shall not pervert the justice due to your poor in his lawsuit. Keep far from a false charge... you shall take no bribe, for a bribe blinds the clear-sighted and subverts the cause of those who are in the right."*

— Shemot (Exodus) 23:6-8

The settlement of Wells's exit from Motown required her to permanently waive all future royalties as the condition of her release from a contract that should not have been binding. **A bribe that purchases the surrender of a righteous claim is what Shemot names in its prohibiting of bribes that subvert the cause of those who are in the right.** Wells was in the right: the contract was legally invalid because she had signed it as a minor. Her lawyer proved this. The court agreed. But the settlement converted the legal victory into the permanent surrender of everything the legal victory should have protected. **She won the argument and lost the royalties.** This is the covenant's worst version of justice perverted: the righteous party legally vindicated and commercially dispossessed simultaneously. She received a one-time payoff of \$30,000. *My Guy* has generated royalties for Motown and its successors for over sixty years.

### Charge Four: The Desolate End of One Who Built a House — Kohelet 6:3

*"If a man fathers a hundred children and lives many years, so that the days of his years are many, but his soul is not satisfied with life's good things, and he also has no burial, I say that a stillborn child is better off than he."*

— Kohelet (Ecclesiastes) 6:3

Kohelet's meditation on the vanity of labor without proper provision is the covenant framework for a life fully given and inadequately honored at its end. Mary Wells gave the first years of her commercial adulthood to building Motown. She gave them everything she had survived to give: the voice that had carried her through meningitis and tuberculosis and poverty and her mother's daywork. **She gave it. The label took it. When the cancer came and the voice was gone and the money was gone and the**

apartment was gone, the world she had helped build was still running — on her royalties, without her. Friends paid her medical bills. She was evicted. She died at 49. Kohelet says: what profit does the laborer have from all their toil under the sun? The answer in Wells's case is: \$30,000 and a six-figure settlement, against sixty years of royalties on *My Guy* going to someone else.

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## SECTION FIVE — THE LIVING WITNESS: KEPHA ARCEMONT, 2026

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### A Blues Guitarist Reads the Record

**She helped her mother clean houses at twelve.** She sang while she worked. She sang to survive the pain of her body and the pain of her circumstances. She walked into Berry Gordy's presence at seventeen with a song she had written and she sang it in the hallway when he tried to walk away from her. She was Motown's first star before Motown knew what Motown was. **And she died at 49 with friends paying her medical bills while the label she had built played her songs on every radio station in America and sent the royalties to the address that was not hers.**

◆ *My Guy. I want to say something simple about that song. It is one of the most perfectly crafted recordings in the American popular music tradition. Smokey Robinson's lyric and melody are flawless. Mary Wells's performance of that lyric and melody is beyond analysis. She does something in that recording that cannot be taught — a quality of inhabiting the emotion completely while making it seem effortless. That is the zamar at its fullest: the gift operating at the exact intersection of craft and presence. The record that built Motown into what it became. The record whose royalties were redirected to the Supremes while Wells received nothing.*

She testified before Congress in 1991, the year before she died, to advocate for government funding for cancer research. She had lost her voice to laryngeal cancer. She spoke in whispers. **She said: "I'm here today to urge you to keep the faith. I can't cheer you on with all my voice, but I can encourage, and I pray to motivate you with all my heart and soul and whispers."** She was dying. She had been evicted. Her medical bills were being paid by other artists. And she was before Congress not for herself but for everyone else who might be dying of cancer after her. **This is the covenant musician at the end of the road: still carrying others, still offering what is left of the voice, still showing up.** The industry did not deserve that faithfulness. It had taken everything else. She gave it anyway. The covenant sees it. The covenant honors it.

◆ *The Supremes. Diana Ross. The commercial juggernaut that Motown became after Wells left. All of it built on the foundation that Wells laid — and partially built with the royalties from My Guy that should have gone to her. I do not hold this against the Supremes. They were working artists in the same system. I hold it against the system that redirected the wages of the woman*

*who built the foundation to raise the structure on top of it. The Torah calls this by its name. So does this report.*

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## SECTION SIX — THE COVENANT VERDICT: THE JUDGMENT OF YAHWEH

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### Yahweh's Record on Mary Wells

The charges are established across three independent authoritative sources and the artist's own documented testimony:

**COVENANT CHARGE ONE:** Mary Wells signed a Motown contract at age 17 as a minor, a contract legally invalid and voidable at her option. The label treated the contract as binding and extracted four years of commercial production under it. When she sought release, the condition imposed was permanent waiver of all future royalties from every Motown recording. Vayikra 19:14 — stumbling block before the blind. Shemot 23:6 — justice perverted for the poor. The judgment is entered.

**COVENANT CHARGE TWO:** My Guy royalties were redirected to promote the Supremes rather than returned to Wells. The wages of the hired worker were not merely withheld — they were actively used to build another commercial property at Wells's expense. Vayikra 19:13 — do not oppress or rob the hired worker. The judgment is entered.

**COVENANT CHARGE THREE:** Mary Wells died at 49 with cancer, no insurance, no royalties from her Motown catalog, having been evicted from her apartment, dependent on the charity of other musicians for her medical care, while the label she had made commercially viable continued to distribute My Guy and collect its earnings. Kohelet 6:3 — the laborer whose soul is not satisfied with life's good things at the end. The judgment is entered. It covers every year from 1964 to 1992.

Berry Gordy turned 21 when he founded Motown. Mary Wells signed at 17. He was the man with the studio. She was the girl with the voice. The power in that room was entirely asymmetrical. **What he built with what she gave him is the House of Motown.** What she received for giving it is \$30,000, a six-figure settlement two years before she died, and a chorus of friends who paid her medical bills because the system she had built would not.

***"Woe to him who builds his house by unrighteousness, and his upper rooms by injustice, who makes his neighbor serve him for nothing and does not give him his wages."***

**— Yirmeyahu (Jeremiah) 22:13**

***Woe to him who builds his house by unrighteousness.*** The house that Berry Gordy built. The house that Ruth built, documented in Report No. 10. These two houses stand together in the covenant record. Both built by the labor of Black women who were not paid what they were worth. Both generating commercial revenue for decades after those women died. **Yahweh is not impressed by the commercial success of houses built without wages. *Selah.***

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#### SERIES NOTES

**Next in series:** Report No. 13 — James Brown (1933–2006). The Godfather of Soul — whose musicians earned as little as \$25 per performance while Brown generated millions, whose estate was subjected to a decade of litigation before his children received anything, and whose name and catalog remain the subject of ongoing legal dispute.

**Series roster:** Reports 1–12 complete. Reports 13–16 pending: James Brown, Curtis Mayfield, Sam Moore, and the hip-hop era to 2026.

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***Selah.***

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miqdashbethel@gmail.com · Doctrinal Authority: The Tanakh Alone*