1930-013
Nansemond Co (Suffolk) Chancery Causes: Hamil White vs Trst of Lily of the Valley Lodge No 89

Ward, Wright, Gordon, Elliott, Ridgway, Liberty Lodge No 8, Ricks,
Hinton, Fisher, Pernell, Hocott

VIRGINIA: In the Circuit Court of Nansemond County.

Hamil White, Plaintiff,

vs In Chancery

Arcelus Ward, John R. Wright, Alex. Gordon, Nathaniel Elliott and Deliscus Wright, Trustees Lily of the Valley Lodge, Number 8. A.F. & A.M., Defendants.

The clerk will issue summons against the defendants to answer the plaintiff, returnable to secobd June, 1929, rules.

Frank L. Wilson,

p.q.

VIRGINIA: In the Circuit
Court of Nansemond County.

Hamil White, Plaintiff,

vs In Chancery

Arcelus Ward, John R. Wright,
Alex Gordon, Nathaniel ~~Wright~~,
Elliott and Deliscus Wright,
Trustees Lily of the Valley
Lodge Number 8, A.F. & A.M.

Memd for Process

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 300. Code 1919, Sec. 6061

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond County, *Greeting:*

WE COMMAND YOU, That you summon Arcelus Ward, John R. Wright, Alex Gordon, Nathaniel Elliott, Deliscus Wright, and Roscoe Ridgway

to appear at the Clerk's office of the Circuit Court of the Co. of Nansemond at the rules to be held for the said Court on the 3rd Monday in June, 19 29, to answer a bill in chancery, exhibited against them in our said Court by Hamile White

And have then there this writ. Witness Paul J. Powell, Clerk of our said Court, at the court-house, the 28th day of May, 19 29, and in the 153rd year of the Commonwealth.

Paul J. Powell, Clerk.
By Aline M Richardson D.C.

Executed May 30, 1924
by delivering a copy of
within notice to each
of the following persons
in person
Aradius Ward
John R Wright
Alex Gordon
Nathaniel Elliott
Roscoe Ridgeway

Delsena Wright not
found at his usual
place of abode 5/30/24.
Executed 5/30/24
by delivering a copy to
Daisy Wright who was
found at Delsena Wrights
usual place of abode and
is a member of Delsena
Wrights family over
16 years of age

E B Rawls
Sheriff

Original

No. 300

Hamil White

vs. } SUBPOENA IN CHANCERY

Aradius Ward & others

.....p.q.

To Second June Rules,

Wayne Co. Circuit Court.

Filed June 3d. 1924
Paul J Powell clerk

Josephine Ridgeway
Margurit Gordon
John Wright Posted
Daesy Wright

OFFICE OF
THOMAS H. REID
ATTORNEY-AT-LAW AND NOTARY PUBLIC
OFFICE: TIDEWATER BLDG., GREEN STREET

P. O. Box 87

PORTSMOUTH, VA.

2/12/30.

Dear Frank:

Am herewith returning decree; with reference to cost, of course I think that parties should pay their respective cost, however, the disposition of that matter by his Honor will be entirely satisfactory to me. Therefore, I am suggesting that space be left for his Honor's decision.

Respectfully

W. T. Davis.

VIRGINIA: In the Circuit Court of Nansemond County.

Hamil White, Plaintiff,

vs In Chancery

Arcelus Ward, John R. Wright, Alex. Gordon, Nathaniel Elliott, Deliscus Wright and Roscoe Ridgway, Trustees of the Lily of the Valley Lodge, Number 89, A.F. & A.M., Defendants.

An injunction is granted in accordance with the prayer of ~~this bill~~ complainants bill this day filed with the exhibit, restraining for a period of Ninety days, ~~and until the further~~ unless dissolved or extended by a future order of the Court, Arcelus Ward, John R. Wright, Alex. Gordon, Nathaniel Elliott, Deliscus Wright and Roscoe Ridgway, trustees of the Lily of the Valley Lodge Number 8, A.F. & A.M., their agents and assigns, from interfering with Hamil White in his use and enjoyment of the property situated in Huntersville, Nansemond county, Virginia, known as the property of the Liberty Lodge, Numner 8, G.U.O. of Good Samaritans, and also restraining the said trustees or any one of them from prosecuting the said Hamil White on a warrant for entering the said premises, the said warrant now pending before a justice of the peace of Nansemond county, Virginia, the said warrant being set to be tried before Justice N. Gray on the 31st day of May, 1929.

But before this injunction shall take effect, the said complainant or some one for him, shall enter and acknowledge a bond with good security, before the clerk of the Circuit Court of Nansemond county, in the penalty of ($250.) two hundred fifty dollars, conditioned to pay all such costs as may be awarded and all such damages as may be ~~awarded~~ incurred against him ~~or them~~ in case this injunction shall be dissolved.

VIRGINIA: In the Circuit Court of Nansemond County.

Hamil White, plaintiff,

vs In Chancery

Arcelus Ward, John R. Wright, Alex Gordon, Nathaniel Elliott, Deliscus Wright and Roger Ridgway, Trustees of Lily of the valley Lodge, 8, A.F. &. A.M.

Restraining Order

Entr May 28. 1929.
J. L. McLemore

Chancery Order Book
No. 6 Page 247

Pd. 10.00

HAMPTON ROADS PAPER CO., NORFOLK

Exhibit A.

Huntersville, Va.,
Feb. 9, 1928.

At a regular meeting held on the above date we the officers and members of Liberty Lodge No. 8 R. S. Of G. and D. of S. granted Mr. Hammiel White the privilege of renting the hall belonging to the said lodge

And to do some repairing at this own expense which should be deducted from the rental which will be $5.00 Per Mo. for the period of Five Years, beginning on the first day of March 1928, and expiring on the First Day of March, 1933.

Trustees (Junius Ricks
(W. H. Elliott
(Alex Gordon
(Weldon Hinton

Sworn to before me in my Office this 22 day of Feby., 1928.

John T. Fisher

Notary Public.

Virginia.

In the Clerk's Office of the Circuit Court of Nansemond County the 27 day of July 1928.

This Agreement was presented, and, with the certificate annexed, admitted to record.

Teste:

G. E. Bunting, Clerk.

By M. K. Gardner, D. C.

A true copy.

Teste:

Paul J. Powell, Clerk

By Olivera Whitehurst, D.C.

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G. E. Bunting, Clerk.
By M. K. Gardner, D. C.

A true copy.

Teste:
Paul J. Powell, Clerk.
By Olivera Whitehurst, D.C.

"Exhibit B."

THIS DEED, Made this the 12th. day of April, in the year 1929, between JUNIUS RICKS, ALEXANDER GORDON, and WELDON HINTON, surviving Trustees of the Liberty Lodge No. 8, Royal Sons of Good Samaritans and Daughters of Samaria, parties of the first part; and ARCELIUS WARD, NATHANIEL ELLIOTT, JOHN R. WRIGHT, ROSCOE RIDGEWAY, ALEXANDER GORDON and DOLISCUS WRIGHT, Trustees of Lily of the Valley Lodge No. 89, A. F. and A. M., Huntersville, Nansemond County, Virginia, parties of the second part.

W I T N E S S E T H T H A T

WHEREAS, By a resolution offered and adopted at a general meeting of the Lodge of the parties of the first part, held April 9 1929 the Trustees as above mentioned of the said Lodge, were authorized and directed to sell the property hereinafter mentioned to the said parties of the second part, and sign and execute a deed of conveyance with special warranty to them.

NOW THEREFORE, THIS DEED WITNESSETH, That in consideration of the sum of Ten ($10.00) Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant unto the said parties of the second part with special warranty the following property, to-wit:

That certain piece or parcel of land situated, lying and being in Sleepy Hole Magisterial District, County of Nansemond, State of Virginia, on the South side of the main County Road leading from Yates Lower Town School to Churchland, and bounded as follows; on the North by the County Road aforesaid; on the East by the Lands of C. E. Bidgood and Martha S., his wife; on the South by the lands of the parties aforesaid; and on the West by the lands of the same parties, and the lands belonging to the public Town School #3, and held by Wm. J. Knight, Levi D. Amos, and Richard H. Brown, Trustees of the public Town School, in Sleepy Hole School District; the aforesaid lot, piece or parcel of land bounded above as mentioned measures on the North side 227 feet, and on the South side the same

number of feet; on the East 383 feet, more or less, and is the same measurement on the West, forming a perfect rectangle. The North-West corner of the land is marked by a pine tree; the North-East corner by a large white oak; the SouthEast corner by a post, and the South-West corner by a , also by a post; said deed is duly recorded in Nansemond County Clerk's Office.

The said parties of the first part covenant that they have the right to convey the said land to the grantees; that they have done no act to encumber the said land; that the grantees shall have quiet possession of the land, free from all encumbrances, and that they the said parties of the first part, will execute such further assurance of the said land as may be requisite.

Witness the following signatures and seals.

Junius Ricks (SEAL)

Alexander Gordon (SEAL)

Weldon Hinton (SEAL)
Surviving Trustees of the Liberty Lodge No. 8, Royal Sons of Good Samaritans and Daughters of Samaria.

STATE OF VIRGINIA,
City of Norfolk, to-wit:

I, Louise B. Alston, a Notary Public in and for the City aforesaid, in the State of Virginia, do certify that JUNIUS RICKS, ALEXANDER GORDON and WELDON HINTON, surviving Trustees of Liberty Lodge No. 8, Royal Sons of Good Samaritans and Daughters of Samaria, whose names are signed to the writing above bearing date of April 12th. 1929 and acknowledged the same before me in my City aforesaid.

My Commission expires on the 25th. day of April, 1932.

Given under my hand this 12th day of April, 1929.

Louise B Alston
Notary Public.

Virginia.

In the Clerk's Office of the Circuit Court of Nansemond County the 12 day of April 1929

This deed was presented, and, with the certificate annexed, admitted to record.

Teste:

Paul J. Powell, Clerk

By M. K. Lowdwell, D. C.

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COPY

DEED OF BARGAIN & SALE

JUNIUS RICKS et als, surviving Trustees of Liberty Lodge No. 8.

To

ARCELIUS WARD et als, Trustees of Lily of Valley Lodge No. 89.

Admitted to record this 12 day of April 1929

See Deed Book No 118 Page 92

Tax 120
Trans 100
Fee 150
$3,70

Paid

W. L. Davis, Attorney,
Metropolitan Bank Bldg.
Norfolk, Virginia.

HAMPTON ROADS PAPER CO., NORFOLK

Virginia.

At a Circuit Court of Nansemond County held on Tuesday the 28th day of May, 1929.

Present: Jas. H. McLemore, Judge.

Hamil White, Plaintiff

vs In Chancery

Arcelus Ward, John R. Wright, Alex Gordon, Nathaniel Elliott, Deliscus Wright and Roscoe Ridway, Trustees of the Lily of the Valley Lodge, Number 89, A. F. & A. M., Defendants

An injunction is granted in accordance with the prayer of complainants bill this day filed with the exhibit, restraining for a period of Ninety days unless dissolved or extended by a future order of the Court, Arcelus Ward, John R. Wright, Alex Gordon, Nathaniel Elliott, Deliscus Wright and Roscoe Ridgway, trustees of the Lily of the Valley Lodge Number 8, A. F. & A. M., their agents and assigns, from interfering with Hamil White in his use and enjoyment of the property situated in Huntersville, Nansemond County, Virginia, known as the property of the Liberty Lodge, Number 8, G. U. O. of Good Samaritans, and also restraining the said trustees or any one of them from prosecuting the said Hamil White on a warrant for entering the said premises, the said warrant now pending before a justice of the peace of Nansemond County, Virginia, the said warrant being set to be tried before Justice N. Gray on the 31st day of May, 1929.

But before this injunction shall take effect, the said complainant or some one for him, shall enter and acknowledge a bond with good security, before the clerk of the Circuit Court of Nansemond County, in the penalty of $250.) two hundred & fifty dollars, conditioned to pay all such costs as may be awarded and all such damages as may be incurred against him in case this injunction shall be dissolved.

A true copy.

Teste:

Paul J. Powell, Clerk.
By Alicia Whitehurst, D.C.

Original

Executed May 30 1929
by delivering a copy of
within Notice to
each of the following in
person-
Archie Ward
John R Wright
Alex Gordon
Nathaniel Elliott
Roscoe Rudyway
Delaney Wright not
at his usual place of
abode 5/30/29.
Executed 5/30/29 by
delivering a copy to Delaney
Wright who was found
at Delaney Wrights
usual place of abode and
is a member of Delaney
Wrights family over
14 years of age.

E B Rawls Sheriff

Filed Jun 31, 1929
Dan J Powell Clerk

VIRGINIA,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

::::::::::::::::::::::::::::::::::::::X

HAMMIEL WHITE,

Complainant, :

vs. DEPOSITIONS.

:

ARCELIUS WARD, Trustee, et als,

Defendant.

::::::::::::::::::::::::::::::::::::::X

Depositions of witnesses taken before Frank L. Wilson, a Notary Public for the City of Portsmouth, State of Virginia, pursuant to notice hereto annexed, at the office of Frank L. Wilson, Tidewater Building, Green Street, Portsmouth, Virginia, Saturday, July 20th, 1929 at 3 o'clock, P.M. to be read as evidence on behalf of the complainant in the above entitled cause, now pending in the Circuit Court of Nansemond County, Virginia.

------oooOooo------

PRESENT:

Frank L. Wilson,
Notary Public & Counsel for the Complainant.

Walter L. Davis,
Counsel for the Defendant.

JOHN T. FISHER, on behalf of the complainant, being first duly sworn, deposed and said as follows:

Examined by Mr. Wilson: DIRECT EXAMINATION.

Q. What is your name?

A. John T. Fisher.

Q. What is your occupation?

A. Funeral Director at 312 Effingham Street, Portsmouth, Va.

Q. Are you a Notary Public?

A. Yes sir.

Q. I will show you a paper dated February 9th, 1928 signed by Junius Ricks, W. H. Elliott, Alex Gordon and Weldon, marked exhibit A, do you remember seeing a copy of that before?

A. Yes, I do.

Q. Did these parties acknowledge this?

A. Yes.

Q. Did they seem to know what it was they were signing?

A. Yes.

MR. DAVIS: I object on the grounds that it is improper and not admissable because it gives an impression and not what they said.

Q. Did you question them as to the contents of this paper?

A. I asked them if they were ready and knew what it was and they said they did.

CROSS EXAMINATION.

By Mr. Davis:

Q. Why did you ask them that question?

A. I usually ask people a question of that kind; whether they know what the contents of a paper are. I asked them and they said they knew and I took the acknowledgement.

Q. Did you draw that paper yourself?

A. I did not.

Q. Who did you ask those questions of?

A. All of the brethren assembled and they all answered in the affirmative.

Q. Did they answer individually or collectively?

A. Collectively.

Q. Did they admit that it was their signature?

A. They said that it was the document.

Q. Who paid you for that?

A. I can't recall.

Q. Don't you know that Hammiel White paid you?

A. I can't recall.

Q. You do not deny it?

A. Well, I do not deny it because I can't recall.

And further the deponent saith not.

HAMMIEL WHITE, on behalf of the complainant, being first sworn, deposed and said as follows:

DIRECT EXAMINATION.

By Mr. Wilson:

Q. State your name?

A. Hammiel White.

Q. Where do you live?

A. Rt. 1, Box 112, Huntersville, Portsmouth, Virginia.

Q. What is your occupation?

A. Classified Laborer in the Navy Yard.

Q. White, you have filed a bill of complaint against W. H. Elliott John R. Wright, Alex Gordon and others for interfering

with your lease on the said property in Huntersville. As a matter of fact did you not enter into the Lease with the Trustees of the Lodge of the Good Samaritans:

A. Yes sir.

MR DAVIS: Objection on grounds that copy of Lease speaks for itself.

Q. I will show you a paper and ask if you recognize it to be the copy of the Lease?

A. Yes sir - this is the copy.

Q. What was the understanding that you had with these people when you started to act under this paper?

A. Well, we had the understanding that I was to have the possession for five years.

Q. Did you enter into possession of this property?

A. Yes sir.

Q. How long did you stay in possession of this property before you were interferred with?

A. Until July the 27th, 1929.

Q. And the Lease is dated when?

A. March the 1st.

Q. Look at it again and see the date?

A. It is dated February 9th. It was executed March 1st.

Q. And you entered into possession when?

A. February 22nd.

Q. By whom were you interfered?

A. Mr. Weldon Hinton.

Q. And who else?

A. Alex Gordon, Junius Ricks, Arcelius Ward, Roscoe Ridgeway, and John R. Wright. Mr. Elliott is dead , but he said he would not have anything to do with it.

MR. DAVIS: Objection on grounds of hear say.

Q. In what way did they interfere with you?

A. They got out a warrant and had me arrested.

Q. What for?

A. I don't know.

Q. What was the nature of the charge?

A. Defacing and destroying property, I believe.

Q. Did you have the keys to this place?

A. Yes sir.

Q. Who gave them to you?

A. The Janitor.

Q. The Janitor was in charge?

A. Yes sir.

Q. What was your authority under this Lease that they gave you?

A. I was to improve and make any repairs necessary.

Q. Did you make any?

A. I did.

Q. What repairs did you make?

A. I kalsemined and painted the place, added on a porch, closed the place in with a fense and put in additional lights.

Q. How much money did you spend?

A. Approximately Four Hundred Dollars.

Q. Did anyone make any objection while you were making these repairs?

A. No sir.

Q. Did they know it was going on?

A. Certainly.

Q. You are still in possession of the property?

A. Yes sir.

Q. Have the Trustees of the Liberty Lodge No. 8 sold that property

since you entered into this lease? Note deed "Exhibit B."

A. Not to my knowledge.

Q. Be definite?

A. I don't know.

Q. Do you know that the Lily of The Valley has bought it?

A. No sir, I do not.

Q. Well, what trouble, if any have you had with The Lily of the Valley Lodge?

A. They gave me serious trouble. They went on a Saturday night -

MR. DAVIS: Objection parties not named.

Q. Name them?

A. Roscoe Ridgeway, Arcelius Ward, Caleb Gibbs, Alex Gordan and Dan Wright went on a Saturday night and took my locks off. So on Monday night I goes and asks Roscoe about it and told him that I had some papers I wanted to get and he said, "you will have to see the Sheriff or the Attorney." So I went and got an ax and went in, and about 11 o'clock that night the sheriff came and arrested me and while I was there, they went in again with swords. So I got an injunction against them and the next day the sheriff came with it.

Q. Who were these who came with the swords?

A. The Lily of the Valley.

Q. What did they say?

A. They said if anybody goes in here tonight let us know and we will fix them.

Q. They were talking about you?

A. Yes.

Q. Were any of the Trustees in that crowd?

A. They were leading the band.

Q. At the time you swore out this injunction about the latter part of May, were these locks on the doors and windows then?

A. Yes sir. They went out there that night while the Sheriff was arresting me and took them off.

Q. This is the time they threatened you with violence , is it not?

A. Yes sir.

Q. You say in your bill that these performances are of pecuniary benefit to you, for what reason?

A. Because I operate a business there.

Q. What kind?

A. A Pleasure Resort.

Q. How long have you been carrying this business on?

A. Since the 1st of March.

Q. About what is your profit?

A. Well, from thirty-five to fifty dollars a night if we have a fair night and nothing to draw on the crowd.

Q. And of course if you are deprived of this, all of your profit is gone?

A. Yes sir.

Q. When this paper was signed, was it or was it not understood by all the parties to it that it was a lease of the premises to you?

A. Yes sir.

Q. No doubt?

A. No sir.

Q. Have you purchased license for the current year?

A. I have.

MR. DAVIS: Objection - Immaterial.

Q. This is The Lily of the Valley Lodge No. 8 R.S. of G and D. of S. instead of the Good Samaritans isn't it?

A. That's right.

CROSS EXAMINATION.

By Mr. Davis:

Q. With whom did you have negotiations with reference to the lease?

A. With Mr. Hinton, Gordon, Ricks, Elliott and Fisher.

Q. Where did you get together?

A. At Mrs. M. B. Ward's.

Q. Did you tell them that you were going to run a Dance Hall.

A. I opened on the 22nd of February, the same night they signed the paper.

Q. Are you positive of that?

A. I know it.

Q. What time did they sign this paper?

A. What do you mean.

Q. What time of day or night?

A. About 7:30 P.M.

Q. What time was the dance?

A. As soon as I got home.

Q. Now, isn't this the truth, wasn't it understood that you were to rent the down stairs part of the hall and to repair the upper part so that they could have meetings?

A. I was to do what the contract called for.

Q. I am asking you -

MR. WILSON: Objection on grounds that he is trying get unnecessary explanation.

MR. DAVIS: It was brought about by himself. This contract needs explanation.

Witness refused to answer:

Q. Wasn't it a fact that you rented these premises with the understanding that you were to use the down stairs and was to so arrange it that these people could have their meetings up stairs without being disturbed?

A. Sure, so long as they didn't come into contact with me and they did.

Q. When was the first interference?

A. July 27, 1928.

Q. By whom?

A. Ricks and Gordon.

Q. Have they ever objected to your operating a Dance Hall there?

A. They didn't object to anything until they had me arrested.

Q. How much rent have you paid?

A. Not any.

Q. Why?

A. Because they wouldn't receive it.

Q. Wouldn't receive rent?

A. No, they would not.

Q. Have you paid any to the new owners?

A. I don't know them.

Q. You have here that subsequent to the said contract of lease the Trustees of the Liberty Lodge No. 8 have this day transferred the said property, do you not? (Mr. Davis holding paper)

A. Yes.

Q. And therefore you knew it?

A. The only thing I can go by is what I hear. They didn't meet at any place. They wrote me a letter and as soon as I got it they put out the lights and I saw something about it in the newspaper.

Q. What did you see in the paper?

A. That the Lily of the Valley Lodge had bought it.

Q. Did you ever make the arrangements agreed upon that you would so arrange that they could meet there?

MR. WILSON: Objection on grounds that contract explains itself.

Q. I want to know did you ever arrange this hall so as to make it possible for the members of the Liberty Lodge No. 8 to meet there and not be disturbed - I mean the arrangement of the building?

A. I started to make steps on the outside and they objected.

Q. Why did you build this seven or eight foot fense around the place?

A. Because I wanted to. For protection. That was decided in Court and I paid for it.

Q. You say that your receipts for one nights entertainment ranges from thirty-five to fifty dollars?

A. Yes.

Q. How many nights do you have entertainments?

A. Sometimes four a month, sometimes five, sometimes three, sometimes one.

Q. How many do you have on an average?

A. Two a month the year round.

Q. How much do you charge for admission?

MR WILSON: Personal.

Note: Witness refused to answer. The purpose of which question is to test the witness's credibility as to the amounts and also his reliability.

Q. How many people as a general proposition pay admission?

A. That's personal - Well, one hundred, a hundred twenty-five, a hundred and fifty, that's an average.

Q. And you refuse to answer what admission is charged?

A. That's my personal affair.

Q. What is your objection to answering this question?

A. Well, on a night I have three pieces, I charge twenty-five cents, seven pieces, thirty-five to fifty cents.

Q. How much did the fense cost?

A. The first bill was One hundred eight dollars ($108.00).

Q. What else did you spend?

A. To the mill $35.00, two kegs of nails $7.00, posts $10.00, wiring and fixtures around fense $40.00, locks and hinges $3.75, paper on roof , two rolls $500, swings $10.00 and to the Carpenter $100.00.

Q. You say you spent one hundred eight dollars and all of this was used on the fense?

A. Yes.

Q. Did you electrify the fense?

A. Yes, I put lights all around there.

Q. You have spent some more money haven't you?

A. Yes, painting and kalsemining $125.00.

Q. Why did you testify that you spent $400.00?

MR.WILSON: Objection.

A. I said approximately - I didn't say definitely.

Q. Now, Hammiel, who took the locks off the hall?

A. I don't know.

Q. Who re-entered the place while you were under arrest?

A. I don't know.

Q. Who threatened you with violence?

A. The Trustees.

Q. What did they say to you?

A. I don't know directly - They made a remark.

Q. Which one made the remark?

A. I don't know.

Q. You say they came in with swords -

A. Yes.

Q. Isn't that the regular regalia of the lodge?

A. I don't know. I'm not a member.

Q. You do not deny that they did not do you any bodily harm?

A. They didn't get that near. I didn't give them a chance.

Q. And you say finally that the reason you have not paid any rent is that they refused to accept it?

A. Yes and I don't know who to pay it to. I brought it to Mr. Wilson's office and I said I will pay you up to the time and they wouldn't take it. So I haven't been up there since Labor Day. They didn't want the lease to go on.

Q. How long had you been in possession when you brought the money to Mr. Wilson's office?

A. Since March 1st.

Q. And you brought the money when?

A. In February.

Q. What do you mean?

A. I mean this was March 1st, 1928 when I rented the place and February, 1929 when I brought the money and I had a years rent.

Q. Were you to pay them monthly?

A. Any time I felt like it and I was to deduct expenses and that is the reason they didn't say anything about the rent.

Q. Hammiel, what was that paper you wanted them to sign at Mr. Wilson's office?

A. I haven't had any paper.

Q. I understood you said you wanted them to sign the lease - you didn't ask them to sign?

A. No.

Q. Why did you bring them here - couldn't you have paid them in the hall?

A. No. Mr. Wilson was my Lawyer.

Q. Every time you pay a bill, you have a Lawyer?

A. Any time anything is technical.

Q. Do you conduct this place yourself?

A. Yes.

Q. Haven't there been several complaints with reference to profane language ?

A. No.

Q. How many fights have you had there?

A. Not one.

Q. Are you sure of it?

A. Not one.

Q. You say not a fight has taken place since you have been out there?

A. No. One bird came in without paying and I carried him to Suffolk.

Q. Who was it that carried the shot gun?

A. I haven't seen any shot gun, have you.

Q. Didn't the sheriff take one away?

A. Yes.

Q. It was not yours?

A. No.

Q. Do you know where the sheriff found it?

A. Yes.

Q. Where?

A. Up stairs.

Q. Were you there?

A. Yes.

Q. Who told them where it was?

A. Well, three bulls came up there and went up stairs and found it and asked me whose it was and I said I don't know. So they asked me, "do you mind if we take it"and I said no.

Recalled: DIRECT EXAMINATION.

HAMMIEL WHITE Recalled. RE-DIRECT EXAMINATION.

By Mr. Wilson:

Q. How have you been conducting this place ?

A. One of the quietest places you can find of its kind.

Q. Have you allowed any children to come in while you are there?

A. Children go there before I get there, but when I get there and the music comes I always tell them to go out. I have seven children of my own and they are out there.

Q. You have never had any neighbors to complain about it, have you?

A. No, not at all. They had a little fuss out there once.

Q. What was the nature of the fuss?

A. That was just a frame up. Duce came in without paying and wanted to raise a whole lot of fuss and the Judge fined him a hundred dollars and gave him twelve months in jail. Alvin Porter did the same thing and when I went to him he said, "here is the money and I told him I would rather not to have you in here, so he went out and about five minutes later he comes back, and I told him you can either stay in here or go out, so he went on out; 'twas just a concocted plan. This woman was just a rat. She and this girl started a fuss outside the fense. I didn't know anything about it.

RE-CROSS EXAMINATION.

By Mr. Davis:

Q. You are rather loose in your accusation?

A. Yes, she was just a rat.

Q. Did you run Arcellius Ward and your uncle and some others away from the hall?

A. Yes sir - I'd run my grandpa away. They were just hanging around there.

Q. And after that you built a fense to keep folks from looking in?

A. I built the fense.

Q. I want to know did you build this fense to keep people from looking in?

A. I built it to complete my Amusement Park.

Q. How large is it?

A. About a hundred or two hundred feet by ninety.

Q. And you say you do not allow any children to come in there?

A. No sir and if I catch them in there I tell them to go out.

Q. Have you ever said that to any of them?

A. Yes sir.

Q. Then they go in there, do they not?

A. I always put them out when I get there.

Q. Is there ever any profane or abusive language used in there?

A. Sometimes some rough necks come in and I put them out.

Q. So you run a place that the angels could come in?

A. Yes sir - No whiskey, no gambling.

Q. And you mean to say that no children of tender ages come in this place?

A. No sir.

Q. You mean to say that these old men, reputable citizens are not telling the truth?

A. Yes. I wish I could put a handle to it.

And further the deponent saith not.

JEROME PERNELL, on behalf of the complainant, being first duly sworn, deposed and said as follows:

DIRECT EXAMINATION

By Mr. Wilson:

Q. Do you know of Hammiel White's place in Huntersville?

A. Yes sir.

Q. What duties have you?

A. I am hired by him to be Floor Manager.

Q. Does he allow any disorderly conduct?

A. No sir.

Q. Does he allow children of tender ages to come in?

A. No sir. When the music comes he always tells them to go out.

Q. What time is that?

A. About 7 o'clock.

Q. This man has a number of small children himself, hasn't he?

A. Yes sir.

Q. CROSS EXAMINATION.

By Mr. Davis:

Q. How old are you?.

A. Twenty-two.

Q. Where do you live?

A. Huntersville.

Q. How long have you lived there?

A. All of my life.

Q. Where do you work?

A. Pigs Point.

Q. Are you married?

A. No.

Q. What do you get a week - I mean from White?

A. Two dollars a night.

Q. You say no children come in there?

A. No sir.

Q. What do you mean by a child? We might differ.

A. Well, I call a child any under age.

Q. What is under age?

A. Sixteen or eighteen.

Q. You mean to say on your oath that no child under eighteen years of age has danced there?

A. I wouldn't swear to it.

Q. You mean a child five or six years of age?

A. Yes.

Q. They come in the enclosure?

A. Yes.

And further the deponent saith not.

-----oooOooo------

STATE OF VIRGINIA,
CITY OF PORTSMOUTH, to-wit:

I, Frank L. Wilson, a Notary Public of and for the City aforesaid, in the State of Virginia, do certify that the foregoing depositions of Hammiel White, John T. Fisher and Jerome Pernell were taken, sworn and subscribed to before me at the time and place and for the purpose in the caption mentioned.

Given under my hand this 24 day of July, 1929.

My commission expires Jan. 18 1933.

Frank L. Wilson
Notary Public.

Sigs. Hammiel

------oooOooo------

DEPOSITIONS.

HAMMIEL WHITE,
Complainant,

vs.

ARCHELIUS WARD, Trustee, et als,
Defendant.

Filed 10-26-39
B. J. B.

Frank L. Wilson,
ATTORNEY AND COUNSELLOR-AT-LAW
Portsmouth, Va.

VIRGINIA,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

:::::::::::::::::::::::::::::::::::::::X

HAMMIEL WHITE,

Complainant,

:

vs. DEPOSITIONS.

:

ARCELIUS WARD, Trustee, at als,

Defendant.

:::::::::::::::::::::::::::::::::::::::X

Depositions of witnesses taken before Frank L. Wilson, a Notary Public for the City of Portsmouth, State of Virginia, pursuant to notice annexed, at the office of Frank L. Wilson, Tidewater Building, Green Street, Portsmouth, Virginia, Saturday, July 20th, 1929 at 3 o'clock P.M. to be read as evidence on behalf of the defendant in the above entitled cause, now pending in the Circuit Court of Nansemond County, Virginia.

PRESENT:

Frank L. Wilson, Notary Public &
Counsel for the Complainant.

Walter L. Davis,
Counsel for the defendant.

WELDON HINTON, on behalf of the defendant, being first duly sworn, deposed and said as follows:

DIRECT EXAMINATION.

By Mr. Davis:

Q. Mr. Hinton, were you a trustee of the Liberty Lodge No. 8 Grand United Order of Good Samaritans at the time that a writing purporting to be a lease between you and others and Hammiel White was signed?

A. Yes sir - I was.

Q. Did you have any conversation or make any agreement with Mr. White before entering into the lease?

A. No. sir. Mr. White came to me and said that he was going to send in a petition to rent the hall, but he didn't.

Q. You were to use the up stairs and he the hall down stairs, were you not?

Objection: Mr. Wilson - For the reason he is introducing evidence we already have.

A. We consented to let him have only the down stairs when we wrote him. We have that in our minutes.

Q. Has he refused to allow you to use the place?

A. He said we had to pay rent or else we couldn't meet.

Q. Has he ever paid you any rent for that place?

A. No sir. We came here after it, but we didn't get any.

Q. Did the trustees refuse to take the money?

A. No sir.

Q. Were you among the trustees who came to Mr. Wilson's office with Hammiel White?

A. Yes sir.

Q. What did he want you to do?

A. He said if we would leave, he would give us a certain portion of the money and leave a portion of the lumber.

Q. He had been in the place quite a while, hadn't he?

A. Yes sir.

Q. And had he paid any money at all?

A. No sir.

Q. And the purpose you came for was to sign a new lease?

A. Yes.

Q. This, you refused to do?

A. Yes sir, that's right.

Q. Had you known that he was to conduct a Dance Hall, would your lodge have rented it to him?

A. No sir - I do not think so.

Q. What did he say he was going to do with it?

A. He said he was going to use it for a Pleasure Resort.

Q. He didn't say anything about a Dance Hall?

A. No sir.

Q. I hand you this paper - Is that your signature?- "Exhibit A"

A. Yes sir, that is it.

Q. Is that the signature of the others?

A. Mr. Gordon is here to speak for himself.

Q. Were you present when they signed?

A. Ye sir, I was.

Q. CROSS EXAMINATION.

By Mr. Wilson:

Q. How long have you lived in Huntersville?

A. For thirty years.

Q. Have you owned property all of this time?

A. No, not all of this time.

Q. Ever leased any?

A. No.

Q. Just rented?

A. Yes.

Q. You knew as a trustee of this lodge that you were leasing this property to this man?

A. Yes, under conditions.

Q. If you wanted any conditions added, why did you not put them here?

A. I didn't know that the word repair meant to remodel the building I thought that he was going to make some little repairs that would not be over more than about forty or fifty dollars.

Q. You were expecting the man to be governed by the thoughts in the back of your head?

A. I thought he was going to act according to what he told us.

Q. I said you expected this man to read your mind. You entered into an agreement didn't you?

A. Yes sir, with conditions.

Q. Some repairs were to be made?

A. Yes - necessary repairs.

Q. How far do you live from where this hall is?

A. Two Hundred yards or less.

Q. How often do you go by there?

A. I don't know.

Q. How long did this work go on?

A. Two or three weeks.

Q. How much opposition did you make?

A. He had no lease on the property. He had a lease on the hall.

Q. I say you did not make any opposition?

A. No sir.

Q. You knew he was leasing it for five years?

A. Yes sir.

Q. Did you take any part in putting on these locks?

A. Not any at all. We gave the sexton charge of the hall.
Q. Did you give the sexton authority to put them on?
A. I don't say that I did.
Q. Do the trustees know that you did?
A. I don't know that they will tell you that I told him to put them on.
Q. You did have this man arrested for going in there?
A. Not for going in there, but because of defacing and marking out the name of the lodge.
Q. Why did you people draw this deed and covenant that these people should have quiet possession of this land, free from all encumbrances when you knew that he had a five year lease?
A. He made application for rent and we owed nobody not a dollar on it. I thought the deed was released when we went to Court.
Q. If you had not known, you would not have sold it?
A. We sold it in good faith.
Q. How long have you been on that trustee board?
A. Can't tell you - a good while.
Q. Now, you say you signed this deed in good faith?
A. Yes sir I did.
Q. How much did these people pay you for this property?
A. Ten dollars and other valuable consideration.
Q. What was the other consideration?
A. Between Six and Seven hundred dollars.
Q. The trustees know a good deal about the transaction don't they?
A. Yes sir.
Q. When did they pay this ten dollars?
A. They have a check there now.
Q. When was the first check paid?
A. In April.

Q. This was on the 11th of April and they haven't given you anything else?

A. No sir.

Q. The deed says ten dollars and other consideration, what other consideration did they give you?

A. I don't know.

Q. Has your lodge had any meeting since the 11th of April?

A. Yes sir.

Q. How many?

A. Every second Thursday.

Q. You haven't had anything else since this ten dollars?

A. I don't know.

Q. You are a trustee, aren't you?

MR DAVIS - Objection.

A. Yes.

Q. Had you done your duty as a trustee wouldn't you have known?

A. We haven't had any meeting to that effect.

Q. How about the balance - Is that secured by a deed of trust or anything?

A. I don't know.

Q. What security have you for the balance of this money to be paid?

MR. DAVIS - Objection on the grounds that it is useless questioning.

A. I don't know.

Q. Do you mean to say that you conveyed the lodge's property without a knowledge of the transaction?

A. The property was sold by the lodge and not by me.

Q. And you did not see any money come in but the ten dollars?

A. No.

Q. As a matter of fact, isn't that a fake sale?

MR DAVIS: Objection - The deed is in evidence.

A. No sir.

Q. You have no record for anything in your minutes other than the ten dollars?

A. I haven't seen that.

Q. You do not know whether a penny has been paid for this property?

A. No sir.

Q. Do you know that any money has been called for?

A. Yes.

Q. As a trustee shouldn't you have known?

A. I should.

Q. You don't know whether they paid anything for that property?

A. No sir.

And further the deponent saith not.

NATHANIEL ELLOITT, on behalf of the defendant, being first duly sworn, deposed and said as follows:

DIRECT EXAMINATION.

By Mr. Davis:

Q. What is your name?

A. Nathaniel Elliott.

Q. Where do you live?

A. Huntersville.

Q. How old are you?

A. Fifty-six.

Q. Your occupation?

A. Farmer.

Q. Were you a trustee of the Liberty Lodge at the time you signed

a writing purporting to be a lease from the Liberty Lodge to Hammiel White?

A. I was.

Q. Where did you sign that?

A. At Mr. Fisher's office.

Q. Had you seen it before this time?

A. No sir.

Q. Had you had any dealings with Mr. White?

A. No sir. I was working a long way from home and Mr. Gordon wanted me to go with him to sign. So I went home and got ready and did so.

Q. By what authority as a trustee did you sign this writing?

A. Well, I didn't attend the meetings regularly and it was about two or three months before I knew it. I didn't know anything about it until he told me to sign it.

Q. Did you know for what purpose he rented this place?

A. No sir.

Q. Had you known he was going to use it for this purpose, would you have been willing for him to have it?

A. No sir.

Q. What office did you hold?

A. Trustee.

Q. What was the consideration?

A. Ten dollars and eight hundred dollars.

Q. They paid that much for it?

A. Yes sir.

Q. Of your own personal knowledge?

A. Yes sir.

Q. Do you know whether it was paid by check?

A. Yes sir by check.

Q. Do you live anywhere near this lodge?

A. I live on the highway about three hundred yards from it.
Q. You did not know anything about the conditions of this lease?
A. I thought it was alright because he was a friend of mine and I had always known him to be a good boy.
Q. Did the lodge direct you to sign this lease?
A. The lodge consented.

CROSS EXAMINATION:

By Mr. Wilson:

Q. How long have you lived in Huntersville?
A. Thirty-six years.
Q. You own your own home?
A. I own two.
Q. You've had some dealings in real estate?
A. Sure.
Q. You naturally know that you are careful in putting down in writing what you want?
A. Sure.
Q. Why don't you think a man should have the same thing in a lease?
A. A lease is not buying.
Q. You mean to say a man of experience would go to work and sign a paper conveying real estate brought to you by a youngster's word?
A. Yes, I'd take his word for anything.
Q. And you took his word?
A. Yes sir and I meant for him to have a lease.
Q. Now about this deed, you say these people paid you Eight hundred dollars?
A. Yes sir.
Q. How was it paid?
A. By check.
Q. The whole eight hundred dollars?

A. Yes sir.

Q. Was it eight hundred dollars or eight hundred ten dollars?

A. Eight hundred ten dollars all together.

Q. The ten dollars was paid in cash?

A. Yes.

Q. To whom was this ten dollars cash paid?

A. The man had that for fixing it.

Q. Who received this ten dollars?

A. Roscoe Ridgeway.

Q. Were you there?

A. Yes.

Q. When was the seven hundred ninety dollars paid?

A. On the 11th of April.

Q. How was that paid?

A. By check.

Q. To whom?

A. To the Good Samaritans.

Q. On what bank?

A. I don't know.

Q. Was this check ever cashed?

A. I thought it was.

Q. Who cashed it?

A. I don't know.

Q. Did you ever see it brought back?

A. I am not the Treasurer nor the Secretary.

Q. You don't know whether it has been cashed or not?

A. No sir.

Q. As a trustee do you mean to say that seven or eight hundred dollars is gone and you don't know where that money is?

A. No sir.

Q. Have you made it your business to find out?

A. Yes sir.

Q. How much money is in the treasure?

A. I don't know.

Q. Who paid that money over to the lodge?

A. It was paid by the Secretary and Treasurer.

Q. Who was that?

A.

Q. Did you sign this deed without knowing where the money was coming from to pay for it with?

A. If you don't have the money you make a deed of trust.

Q. As a matter of fact, isn't it true that the lodge of the Good Samaritans and the lodge of The Lily of the Valley are made up of the same people?

A. No. There is only one who belongs to both.

Q. Only one?

A. Only one.

Q. Doesn't Junius Ricks belong to both?

A. No sir.

Q. Alex Gordon does, does he not?

A. Yes.

Q. You belong toboth?

A. Yes.

Q. Then you were selling property to yourself?

A. Yes.

Q. You are a trustee of the Good Samaritans?

A. I'm a trustee in every thing I belong to, churches and all.

And further the deponent saith not.

WILLIAM HOCOTT, on behalf of the defendant, being first duly sworn, deposed and said as follows:

DIRECT EXAMINATION.

By Mr. Davis:

Q. What is your name?

A. William Hocott.

Q. Where do you live?

A. Huntersville.

Q. How old are you?

A. Sixty-eight.

Q. What is your occupation?

A. I don't do anything much now.

Q. Are you a member of the Good Samaritans?

A. No sir.

Q. Are you a member of the Masons?

A. Yes sir.

Q. How near to this lodge do you live?

A. About three lots - on the corner of the back street from the road.

Q. Do you hold any office in the Masons?

A. No sir.

Q. You are not a trustee?

A. No sir.

Q. Do you know what kind of entertainments Hammiel White conducts at this lodge?

A. Yes sir. I went the first night he had it on the 22nd.

Q. Have you been there since?

A. No sir. I just went that night because he asked me come.

Q. You have not been in the place since while he was conducting entertainments?

A. No sir.
Q. How was it conducted when you were there?
A. The first night it was alright.
Q. What about after that?
A. Well, Duce-Moses had a fuss there and one night the Porter boy had a fuss.
Q. What do you mean by a fuss?
A. Well, kicking up, cursing and carrying on.
Q. Could you hear that from the outside?
A. Yes sir.
Q. Do you know of any other arguments?
A. A woman had one.
Q. What is the general conduct of this place?
A. Well, it's pretty bad because children go in there.
Q. What size - How high?
MR WILSON; Objection
A. About this high. (Indicating about three feet)
Q. Do you know any citizens who have complained about Hammiel White fussing in this place?
A. I was out there when he and Duce had one.
Q. Where were they inside or out?
A. Right in the place.
Q. How often do you go out there?
A. I'm out there any time when I don't have anything to do.
Q. Do you ever hear any profame language?
A. No. They're just noisy.
Q. Is it just ordinary noise or extraordinary?
A. Well, when they begin to kick up you can hear it for a long ways.
Q. Is the enclosure locked up?

A. Yes.

Q. How high is this fense?

A. About seven feet.

Q. Can you see in the place from the outside?

A. No sir.

Q. You say he allows little children in there?

A. Every body goes in there, They go in there swinging and kicking up.

Q. You don't know anything about this lease, do you?

A. No.

CROSS EXAMINATION.

By Mr. Wilson:

Q. What children go in there?

A. All of the children in Huntersville.

Q. All the children in Huntersville?

A. Yes.

Q. Do you know the ages of any of these children?

A. Some three, four, five - any children that can walk.

Q. What time do you go out there?

A. In the night.

Q. What time?

A. All hours.

Q. Did you see those children do anything wrong?

A. No sir.

Q. There is no other play ground for them is there?

A. There's the school ground.

Q. Have you provided any play ground for them?

A. No sir.

Q. Isn't it natural for the children to go there?

A. Has there been any disorder there?

Q. Yes - Porter, Duce and Pig had a fuss.

Q. With whom did they have the fuss?

A. With White.

Q. What was the outcome of it?

A. Well, he had Duce put in jail and he put the Porter boy out.

Q. What about Pig?

A. That was a woman.

Q. What was she doing?

A. She was in there cursing and kicking up.

Q. She would have cursed in church wouldn't she?

A. I don't know.

Q. Was this inside or out?

A. I don't remember.

Q. How long ago has this been?

A. I don't know.

Q. Where were you?

A. I was sitting out there.

Q. You go out there to hear the music don't you?

A. I go out there every night just to be going out.

Q. You have never known this man to start a fuss?

A. I don't know who started it.

Q. It is a business place is it not?

A. Yes sir.

RE-DIRECT EXAMINATION.

By Mr. Davis:

Q. Have you ever seen any children go in the Dance Hall?

A. Yes sir.

Anf further the deponent saith not.

JOHN R. WRIGHT, on behalf of the defendant, being first duly sworn, deposed and said as follows:

DIRECT EXAMINATION.

By Mr. Davis:

Q. What is your name?

A. John Wright.

Q. How old are you?

A. I was born in 1874.

Q. Where do you live?

A. Huntersville.

Q. Where do you work?

A. I work for the Government at Pig Point.

Q. Are you a member of the Liberty Lodge or the Lili of the Valley Lodge?

A. No sir.

Q. You have no interest in this case one way nor the other?

A. No sir.

Q. Do you know where this hall is in controversy?

A. Yes sir.

Q. Have you been there since the hall has been there?

A. No sir.

Q. Have you been around there?

A. I go out there sometime and sit on the store porch.

Q. Have you been out there during the time this is conducted?

A. I have.

Q. Do you know how it is conducted?

A. They started out alright, but they had a lot of trouble by Moses Staton and Porter.

Q. Can you hear what is going on in there from the outside?

A. Well, it is about thirty or forty feet from the store.

Q. What kind of language do they use out there?
A. Well, Staton and Porter were cursing.
Q. Any other?
A. Well, I don't know. I never pay much attention to it.
Q. Have you seen any one go in the place?
A. Yes sir.
Q. Any children?
A. Sure.
Q. What is the general reputation of that Dance Hall?
A. At first they said it was to bring in young men, something like a Y. M. C. A.
Q. That was at first - What is it now?
A. Well, they're in there doing the charlston and the shag and everything.
Q. You say you are not a member of either lodge and have no interest in this affair?
A. No sir. I just go out there and listen to the music.

CROSS EXAMINATION.

By Mr. Wilson:
Q. Brother does that music sound good?
A. Well, you know how it is with music.
Q. And further the deponent saith not.

ARCELIUS WARD, on behalf of the defendant, being first duly sworn, deposed and said as follows:

DIRECT EXAMINATION.

By Mr. Davis:
Q. What is your name?

A. Arcelius Ward.
Q. Where do you live?
A. Huntersville.
Q. How old are you?
A. About forty-five.
Q. Your occupation?
A. Farmer.
Q. Do you know where this hall is in question?
A. Sure. I am one of the oldest citizens living around there.
Q. You are one of the Trustees of the Lily of the Valley Lodge?
A. Yes sir.
Q. You have bought this property?
A. Yes sir.
Q. What is the conduct in that hall?
A. They are dancing and carrying on.
Q. Have you ever been there?
A. I just go there lodge meeting night. When it first started I went out there and he drove me and his uncle away from there.
Q. That was before they built the fense?
A. Yes.
Q. And after that he built the fense to keep folks from seeing what was going on in there?
A. Yes.
What is the general reputation of this place?
A. It's no more than a Dance Hall.
Q. Do they use profane language there?
A. I remember it being used one Saturday night when White and Alvin had a fuss about some money and they were going to have a real fight and his mother came up and took him away.
Q. Do you know of your own knowledge that children of tender ages

go in there?

A. Yes. I haven't seen anyone prohibited from going in there.

Q. He alleges in his bill here that the Trustees of the Lily of the Valley Lodge entered the said hall, locked and barred the said doors, do you know anything about that or who did it?

A. I do not.

Q. Have you ever at any time threatened him with violence?

A. No sir. I told him that we had bought the hall and he told me to take the deed to Mr. Wilson, so I sent it to him by special.

Q. Has he paid you all any rent since the Lily of the Valley Lodge has been there?

A. No sir.

Q. Do you know how much waspaid for this property by the Lily of the Valley Lodge?

A. Eight hundred dollars.

Q. Has that amount been paid?

A. Yes sir by check.

Q. Do you know that of your own personal knowledge?

A. Yes sir. I signed the check.

CROSS EXAMINATION.

By Mr. Wilson:

Q. Mr. Ward you say you did not have any part in putting those locks on the doors and barring the windows?

A. No sir.

Q. You swore out the warrant?

A. Sure I did because he came out there and made his threats in the road.

Q. You had him arrested?

A. Yes - Me and others.

Q. What bank was this check on?

A. The First National Bank I think.

Q. Where?

A. Down town.

Q. Has it ever been cashed?

A. I don't know.

Q. Have you gotten the check back?

A. No sir.

Q. Was this check given by the Lily of the Valley Lodge?

A. Yes sir.

Note: I am calling for this check and am requesting its production before we go to Court.

MR. DAVIS: Objection on grounds that Counsel brought out answer himself.

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STATE OF VIRGINIA,
CITY OF PORTSMOUTH, to-wit:

I, Frank L. Wilson, a Notary Public of and for the City aforesaid, in the State of Virginia, do certify that the foregoing depositions of Weldon Hinton, Nathaniel Elliott, William Hocott, John Wright and Arcelius Ward were duly taken, sworn and subscribed to before me at the time and place and for the purpose in the caption mentioned.

Given under my hand this 20 day of July, 1929.

My commission expires Jan 18, 1933

Frank L. Wilson
Notary Public.

Sejo Worrick

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DEPOSITIONS.

HAMMIEL WHITE,
Complainant,

vs.

ARCHELIUS WARD, Trustee, et als,
Defendant.

Dated 10/26-29
R.J.T.

Walter L. Davis
ATTORNEY AND COUNSELLOR-AT-LAW
702 CHURCH STREET
NORFOLK, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY;

Hamil White, Complainant.

vs. IN CHANCERY.

Arcelus Ward, John R. Wright, Alex Gordon, Nathaniel Elliot and Deliscus Wright, Trustees of Lily of the Valley Lodge, A.F. & A.M.

Final Decree.

This cause came on this day to be heard upon the complainant's bill of complaint, the answers of the defendants, the exhibits filed therewith, and on the depositions of witnesses for both complainant and defendants, and was argued by counsel.

On consideration whereof, and it appearing to the Court that the paper writing marked Exhibit "A" and filed with the bill herein, is a lease for the premises set out and described in Exhibit "B" also filed with said bill of complaint, and that said lease is for a period of Five (5) years, commencing March 1st 1928, and ending March 1st 1933; and it further appearing to the Court from the evidence submitted that it was the intention of the trustees mentioned in said lease and the lessee therein, to lease the first floor only of said building on said premises, retaining as and for their own use and enjoyment the second floor; it further appearing to the Court that certain repairs and improvements in and about the said premises have been made by the said lessee, by and with the consent of said trustees, and it further appearing to the Court that the monthly rental of the said premises was to have been Five ($5.00) Dollars; ~~payable in advance;~~

The Court doth adjudge, order and decree that ~~that~~ the paper writing marked Exhibit "A" as aforesaid, is a valid lease of the first floor of that certain building on premises, situated in Huntersville, Nansemond County, Virginia, and more particularly described in Exhibit "B" as aforesaid, beginning March 1st 1928 and ending March 1st 1933; that the alterations and improvements

made on said premises by said complainant are adjudged ordered and decreed to be in payment of rent from March 1st 1928 to March 1st 1930; that a monthly rental of Five ($5.00) Dollars, ~~in advance~~, ##### beginning March 1st 1930, Should ~~shall~~ be paid to the defendants herein, or someone for them, by the complainant herein; that it is further adjudged, ordered and decreed that the defendants herein be and they hereby are restrained from interfering in any manner with the complainant's lawful use and enjoyment of that part of the premises as hereinbefore set out, during life of said lease /provided the complainant complies with conditions herein set forth; it is further adjudged, ordered and decreed that the defendants herein shall have the use and enjoyment of the second floor of the building as aforesaid without interference from said complainant, provided ~~the~~ the said defendants, provide at their own proper costs and expense an ingress and egress in and from the said second floor of said building, said means of ingress and egress shall be so constructed as to avoid any use whatever of the entrance to the first floor; and it is further adjudged, ordered and decreed that the said defendants be and they hereby are permanently enjoined from prosecuting said complainant, Hamil White, on a certain warrant, charging a misdemeanor, sworn to and formerly set for trial before Justice of the Peace N. Gray, of Nansemond County, Virginia, on the 31st day of May, 1929, and that a certain appeal ~~of the~~ warrant against said ~~of the said~~ Hamil White, from a fine of five dollars assessed by the said Justice on a charge of trespass by the said Hamil White on the premises herein mentioned, is hereby dismissed against the said Hamil White.

The said complainant, Hamil White, substantially prevailing in this suit, it is hereby ordered that he recover his costs in this behalf expended.

And nothing further remaining to be done in this suit, it is ordered that the same be removed from the docket.

VIRGINIA:
IN THE CIRCUIT COURT OF NANSE-
MOND COUNTY;

Hamil White, Complainant.

vs. IN CHANCERY.

Arcelus
~~Arcelus~~ Ward, et als.
Trustees Defendants.

Decree.

Enter Febry 14. 1930

Jas. L. McDermore,

I have seen this.

W. L. Davis,
Counsel for defendants.

Chancery Order Book
No. 6 Page 313

Frank L. Wilson, p.q.

VIRGINIA: IN THE CIRCUIT COURT OF NANSEMOND COUNTY;

Hamil White, Plaintiff,

vs. IN CHANCERY.

Arcelus Ward et als, Trustees, etc. Defendants.

Answer.

The joint answer of Arcelius Ward, Nathaniel Elliott, John R. Wright, Roscoe Ridgeway, Alexander Gordon and Doliscus Wright, Trustees of Lily of the Valley Lodge No. 89 A.F. and A. M. Huntersville, Nansemond County, Virginia, defendants, to the bill of complaint of Hamil White, complainant.

These defendants reserving to themselves the right of exception to the said bill of complaint, for answer thereto or to so much thereof as they are advised that it is material to anwer, answer and say:

Your respondents admit the existence of a writing purporting to be a lease as mentioned in first paragraph of bill of complaint but deny the validity and efficay of the same as a lease; and,

Second paragraph of said bill of complaint is not true; and,

Third paragraph of said bill of complaint is true insofar as it states the conveyance subsequent to the writing above referred to; and,

Fourth paragraph is true insofar as it alleges the recordation of said writing prior to said sale; and,

Fifth paragraph's allegations are neither denied or affirmed but strict proof are required of same; and,

Sixth paragraph is not true; and,

Seventh paragraph is neither denied or affirmed, but strict proof is required of same.

Your respondents further answering say:

That the said Hamil White since entering into possession of the said premises under color of the said writing has not paid any rent therefor, has refused so to do and still refuses so to do; has de-

faced and destroyed property connected therewith; conducted entertainments therein subversive of the peace of the community and conducive to a laxity of morals in the said community and inimical of the best interest of the lawabiding citizens of the community.

And now having fully answered the complainant's bill, these respondents prays that the injunction granted be dissolved and annulled, and that they be hence dismissed with their reasonable costs by them in this behalf expended.

Arcelious Ward :
Nathaniel Elliott :
John R. Wright : Trustees of Lily
Reuese Ridgeway : of the Valley
Alexander Gordon : Lodge No. 89 A.
Doliscus Wright : F. and A.M etc.

By W. L. Davis.
Counsel.

Hamil White, Plaintiff

vs. In Chancery.

Arcelus Ward et als,
Trustees etc.

Answer

Filed 6/11/29.
Paul J Powell Clerk

W J Davis, p.d

HAMPTON ROADS PAPER CO., NORFOLK

VIRGINIA: In the Circuit Court of Nansemond County:

Hamil White, Plaintiff,

vs In Chancery

Arcelus Ward, John R. Wright, Alex. Gordon, Nathaniel Elliott, Deliscus Wrght and Roscoe Ridgway, Trustees of the Lily of the Valley Lodge, Number 8, A.F. & A.M., Defendants.

Honorable James L. McLemore, Chancellor:

The amended bill of your complainant, Hamil White, respectfully showeth unto Your Honor, that he heretofore exhibited in this Court his original bill of complaint against Arcelus Ward et als, trustees of the Lily of the Valley Lodge, Number 8, A.F. & A.M., praying that an injunction issue against them, restraining them from interfering with your complainant in the use and enjoyment of certain property described in the said original bill; and that pursuant to the prayer of the said bill a writ of injunction has been issued against the said trustees.

By way of amendment to the said bill, your complainant says that the sale of the said property to the defendants, he is advised and verily believes, is a mere subterfuge; that the said contract of lease was to become effective on the 1st day of March, 1928, instead of the 5th day of March, 1928, as set out in the said original bill; and that the said contract of lease was executed by the trustees of Liberty Lodge, Number 8, R.S. of G. and D. of S., instead of by the trustees of Liberty Lodge, Number 8, G.U.O. of Good Samaritans, as averred in the original bill.

Your complainant also prays that he be confirmed in his rights under the said contract relied upon in his original bill. And that your complainant may have full and general relief in the premises, such as the nature of his case may require.

And your orator will ever pray.

Frank L. Wilson
Counsel

Hamil White
Complaiant

Sworn to before me this 7th day of June, 1929.
My commission expires on the 18th day of January, 1933.

Frank L. Wilson
Notary Public

VIRGINIA: In the Circuit
Court of Nansemond County.

Hamil White, Plaintiff,

vs In Chancery

Arcelus Ward, et als, Trustees
etc.

Amended Bill

VIRGINIA: In the Circuit Court of Nansemond County.

Hamil White, Plaintiff,

vs In Chancery

Arcelus Ward, John R. Wright, Alex. Gordon, Nathaniel Elliott, Deliscus Wright and Roscoe Ridgway, Trustees of the Lily of the Valley Lodge Number 89, A.F. & A.M.

Honorable James L. McLemore, Chancellor:

your complainant, Hamil White, humbly sheweth unto Your Honor:

(1) That heretofore, to-wit, on the 5th day of March, 1928, your complainant entered into a contract of lease for the period of five years, of certain lands and improvements thereon, situated in Huntersville, Nansemond county, Virginia, the said property being known as the property of the Liberty Lodge, Number 8, G.U.O. of Good Samaritans; a certified copy of the lease is filed herewith, marked Exhibit "A";

(2) That pursuant to the said contract of lease your complainant entered into the enjoyment of the said premises, being ready and willing at all times to fulfill his contract obligations;

(3) That subsequently to the said contract of lease, and while the said lease was in force, the said trustees of the said Liberty Lodge, Number 8, G.U.O. of Good Samaritans have sold and conveyed the said property to a lodge, known as the Lily of the Valley Lodge, with the trustees as aforesaid;

(4) That your complainant has recorded his lease in the Clerk's office of the Circuit Court of Nansemond county, and the said lease was recorded before the said sale of the said land to the said Lily of the Valley Lodge;

(5) But notwithstanding the said lease of your complainant, the said trustees of the said Lily of the Valley Lodge have entered the said premises, without process of law, and have locked and barred the doors and windows of the said building, and have also sworn out a warrant of arrest for your complainant for his attempting to re-enter the said premises, the said warrant to be tried before a justice of the peace on the 31st day of May, 1929; the said conduct of the said trustees also injures plaintiff in his business, by frightening away prospective patrons.

(6) Your petitioner further avers that the said locks and bars are still on the windows and doors of the said building and that your petitioner is threatened with violence by the said trustees, if he should attempt to re-enter the said building;

(7) Your petitioner further avers that ~~that~~ the said premises are of peculiar benefit to him, because he leased the property for the conduct of a business that is profitable only at this time of the year; and that to be deprived of the use of the said property at this time means the loss of profits amounting to a large sum of money.

In consideration whereof and forasmuch as your complainant is remediless in the premises, save in a court of equity, your complainant prays that the said Arcelus Ward, John R. Wright, Alex. Gordon, Nathaniel Elliott, Deliscus Wright and Roscoe Ridgway, trustees of the Lily of the Valley Lodge, Number 89, A.F. & A.M., may be made parties defendant to this bill, and required, but not on oath, to answer the same, the oath being hereby waived; that they and each of them, their agents and assigns be enjoined and restrained from interfering with your complainant in the use and enjoyment of the property hereinbefore described until the further order of the court; that the said trustees be enjoined ~~b[redacted]~~ and restrained from prosecuting your complainant on the charge above described until the further order of the Court; that proper process may issue, and that all proper orders be made, and that all such other, further and general relief may be afforded your complainant as in the premises may be just and right, and your complainant will ever pray.

Frank L. Wilson
Counsel

Hastil White

sworn to before me this 28th day of May, 1929.

My Commission expires on the 8th day of ~~September~~ June, 193~~7~~.

Frank L. Wilson,
Notary Public

VIRGINIA: In the Circuit
Court of Nansemond County.

Hamil White, Plaintiff,
vs In Chancery
Arcelus Ward, John R. Wright,
Alex Gordon, Nathaniel ~~Wright~~
Elliott and Deliscus Wright,
Trustees of Lily of the Valley Lodge, A.F. & A.M.

Bill for an Injunction

1929. May 28. filed.
J.L.M.

Frank L. Wilson, Counsel for
Complainant

HAMPTON ROADS PAPER CO., NORFOLK