

1914-007 Chancery Causes: W H. Hodwin + W. S. Jordan, for VC vs George W. Thomas, 106
Dee of Wright County Trustee + ad

other surnames: [School Club
of Smithfield + vicinity], Cawson,
[Colored Educational Board of
Smithfield + vicinity], Crawley,
Wingfield, Holloway, Sanders,
Jones, Whitley, [Colored
Educational Association of
Smithfield + vicinity, a
Corporation]

2
W. H. GODWIN & W.S. JORDAN.

VS.) B I L L :

GEORGE W. THOMAS, et als.

2nd. May rules, 1911.

Process returned executed on
George W. Thomas: Henry Caw-
son: J. E. Crawley: Paul E.
Wingfield: L. S. Holloway:
V. W. Joyner. Bill filed.

Decree nisi as to them. Con-
tinued as to *J. W. Sanders*
J. W. Sanders, trustee, et
and The Colored Educational
Association of Smithfield and
Vicinity, a Corporation, and
no aliases issued at request
of plaintiff's attorney.

3rd. May rules, 1911. Bill

taken for confessed as to
George W. Thomas, Henry Caw-
son, J. E. Crawley, Paul E.
Wingfield, L. S. Holloway
and V. W. Joyner and case set
for hearing as to them. Con-
tinued as to other defendants.

May 31st. 1911.

Alias summons issued for J.
W. Sanders, and J. W. Sanders,
Trustee, etc. directed to

Sgt. City of Roanoke, request,

P.F.
GEO. F. WHITLEY

ATTORNEY-AT-LAW
SMITHFIELD, VA.

2nd
~~2nd~~. June rules, 1911.

Process returned served upon
J. W. Sanders, in his own right
as also as trustee of The Colored
Educational Board of Smithfield
and vicinity. Case set for hear-
ing as to all defendants.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT,

VIRGINIA:

W. H. Godwin & W. S. Jordan.....Plaintiffs.

VS.) In Chancery,

George W. Thomas, Henry Cawson, J. E. Crawley, Paul E. Wingfield, L. S. Holloway and J. W. Sanders; and George W. Thomas, Henry Cawson, J. E. Crawley, L. S. Holloway and J. W. Sanders, Trustees of The Colored Educational Board of Smithfield and Vicinity, V. W. Joyner, and The Colored Educational Association of Smithfield and Vicinity, a Corporation.....Defendants.

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TO THE HONORABLE, B. D. WHITE, JUDGE OF THE CIRCUIT

COURT OF ISLE OF WIGHT COUNTY, VIRGINIA:

Your complainants, W. H. Godwin & W. S. Jordan, who sue for the benefit of themselves and all other persons similarly situated with them, hereinafter styled the plaintiffs, show unto your Honor the following case for equitable relief:

1. In the month of July, 1910, there was formed what was known as "The School Club of Smithfield and Vicinity," a voluntary association, having for its object the betterment of the educational conditions and facilities of the colored race of the town of Smithfield and Vicinity. That at a regular meeting of the said club on the 8th. day of November, 1910, the name of the said club was changed to that of "The Colored Educational Board of

Smithfield and Vicinity." A copy of the constitution and by-laws of said Board is herewith exhibited, marked Plaintiffs Exhibit No. 1, and prayed to be read as a part of this bill. That at a regular meeting of the said Board held on the 24th. day of January, 1911, the name of "The Colored Educational Board of Smithfield and Vicinity" was changed to that of The Colored Educational Association of Smithfield and Vicinity. The said association having adopted the same constitution and by-laws, with the exception of a few changes made therein, as that under which The Colored Educational Board of Smithfield and Vicinity was organized. Of this Association plaintiffs were original and charter members and have continued to be and are now members.

2. That on the 6th. day of September, 1910, it was determined by the said Board to purchase certain land in the town of Smithfield, Virginia, from V. W. Joyner, the same being described as follows:

"Commencing at the line of A. R. Chalmers, on the Street designated on the Map of the said town and by a recent ordinance, as Cedar Street; thence along the said street N. 58, E. Two Hundred and twenty-seven and one-half (227-1/2) feet, be the same more or less, to the line of P. D. Gwaltney, Sr., a corner; thence S. 30. E. along the lines of the said P. D. Gwaltney, Chelsa Gwaltney, (Col) and A. R. Boykin, to little Creek, a corner; thence in a general Southwest direction along the said creek, following the meanderings thereof, to the line of the said A. R. Chalmers, a corner; thence N. 30. W. to Cedar Street, the point of beginning."

And a Committee of said Board was created for the purpose of negotiating said purchase. As a result of such negotiation, the same was concluded at the price of \$1,000.00, of which \$250.00 was paid in cash out of the treasury of said Board, When the matter of taking title to the said land came under consideration, there was difference of opinion as to how and

to whom it should be conveyed, and under the advice of counsel it was decided that pending the final determination of this question the title should be taken temporarily in the names of six (6) members of the said Board, to-wit: George W. Thomas, Henry Cawson, J. E. Crawley, Paul E. Wingfield, L. S. Holloway and J. W. Sanders, who should hold the same subject to the future action and direction of the Board, and the land was accordingly conveyed to the said parties by a deed, bearing date on the 17th day of December, 1910, herewith exhibited, marked Plaintiffs Exhibit No. 2, and prayed to be read as a part of this bill. Co-temporaneously with the delivery of this deed of bargain and sale, a deed of trust was executed by the grantees in said deed of bargain and sale to E. P. Jones, Trustee, to secure the payment of \$750.00, balance due on the purchase price of said property. For this amount the said grantees executed their individual notes, but upon the understanding that it was in fact the obligation of the Board and would be cared for and paid by it. At the time of this purchase there were about one hundred members of the said Board, all of whom were and are interested in said purchase equally with the six named as grantees in said deed.

3. In the inception of the movement for which the said board was organized, it was contemplated that the title to the property, which might thereafter be purchased, would be vested in trustees upon trusts declared in the deed to them, but it was later determined by proper, formal action of the Board that a corporation should be formed for the purpose of holding the title to the property and accomplishing the objects and aims of the said Board, and accordingly such a corporation was chartered by the State Corporation Commission of Virginia, on the 31st day of March, 1911, under the name of The Colored Educational Association of Smithfield and Vicinity. A copy of

the action of the Board authorizing the formation of such corporation, duly certified by the Secretary, is herewith exhibited, marked Plaintiffs Exhibit No. 3, and prayed to be read as a part of this bill. A copy of said charter is also exhibited herewith, marked Plaintiffs Exhibit No. 4, and prayed to be read as a part of this bill. The said corporation now stands ready to receive title to said property and to execute its note and trust deed to secure the same in lieu and substitution of the said note and trust deed given by the grantees aforesaid, and the said V. W. Joyner stands ready to accept, with sufficient security, the said note and trust deed of said corporation and to surrender to said grantees their said note and trust deed.

4. After the formation of the said corporation and the completion of the organization of same, the said George W. Thomas, Henry Cawson, J. E. Crawley, Paul E. Wingfield, L. S. Holloway and J. W. Sanders, were requested by the said Board to convey the said property to the said corporation, offering with said request to surrender or have surrendered to them their notes, evidencing the balance of the purchase money aforesaid. Paul E. Wingfield, one of the said grantees, expressed his willingness to unite in the execution of said deed conveying the said property to the said corporation, but the other five of the said six grantees declined and refused to join in the execution of such a deed and still decline and refuse. Indeed, as plaintiffs are advised and aver, all of the grantees, with the exception of Paul E. Wingfield, have executed a deed conveying the said property to themselves as trustees, against the wishes of practically all the membership of said board, except themselves, and in express violation of the trusts upon which the title to said property was taken and is held by them, it being understood at all times that the will of the said board should be the controlling factor, with reference to the disposi-

tion and use of said property, and not the will of the grantees named in said deed.

5. And your petitioners are advised that under the facts herein above disclosed the said grantees in the said deed from V. W. Joyner and wife, dated on the 17th day of December, 1910, are trustees, and that it is the province of a court of equity to require them to discharge and perform the duties which they owe as such trustees with respect to the property held by them.

Wherefore, the premises considered, plaintiffs being remediless save in a court of equity where matters of this nature are alone and properly cognizable, file this their bill of complaint and pray that George W. Thomas, Henry Cawson, J. E. Crawley, Paul E. Wingfield, L. S. Holloway and J. W. Sanders; George W. Thomas, Henry Cawson, J. E. Crawley, L. S. Holloway and J. W. Sanders, Trustees, and V. W. Joyner and The Colored Educational Association of Smithfield and Vicinity, a Corporation, may be made parties defendant thereto and required to answer the same, but answer under oath is waived as to each of them; that the said defendants, George W. Thomas, Henry Cawson, J. E. Crawley, Paul E. Wingfield, L. S. Holloway and J. W. Sanders, as well as George W. Thomas, Henry Cawson, J. E. Crawley, L. S. Holloway and J. W. Sanders, Trustees, if the said property has been conveyed to the said trustee defendants, may be required to execute a deed conveying, with SPECIAL WARRANTY, the real estate held by them as aforesaid to the said The Colored Educational Association of Smithfield and Vicinity, Incorporated, upon the surrender to them of their notes, evidencing the balance of the purchase money aforesaid, and that such other, further and general relief may be granted plaintiffs

as the case presented may demand, or to equity may seem meet,
and as in duty bound, they will ever pray, &c.

W. J. Godwin
W. S. Jordan

STATE OF VIRGINIA,

County of Isle of Wight, to-wit:

Subscribed and sworn to before me in my County aforesaid, this

15th/4 day of May, 1911.

Geo. B. Whitley
Commissioner in Chancery

JORDN & GODWIN

WS) *Answer of
The Colored Educational
Boards of Smithfield
& Vicinity,*

GEO. W. THOMAS, ET ALS.

Filed Nov 16/1911

GEO. F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

TO THE COLORED EDUCATIONAL ASSOCIATION OF SMITHFIELD AND VICINITY,

A CORPORATION:

TAKE NOTICE: That we shall on the 27th. day of June, 1911, at the office of George F. Whitley, in the town of Smithfield, Virginia, between the hours of 9:30 A. M. and 6:00 P. M., on that day, proceed to take the depositions of Paul E. Wingfield and others, to be read in evidence in the behalf of ourselves, and all others similarly situated, in a certain suit depending in the Circuit Court for the County of Isle of Wight, wherein we are plaintiffs and you are a defendant; and if from any cause the taking of the said depositions be not commenced, or, if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day, at the same place and between the same hours until the same shall be completed.

GIVEN under our hands this 8th. day of June, 1911.

C. H. Godwin

C. S. Gardner.

By Geo. F. Whitley, Attorney.

W. H. GODWIN, et al.

NOTICE OF
VS.) TAKING DEPOSITIONS:

GEO. W. THOMAS, Trustee, et al.

Legal service of
the within notice
is hereby accepted

The Colored Educational
Association of Smithfield
& vicinity.

By: *Geo. P. Whitley*
att'y.

Witness my hand and seal this 15th day of August 1881.

Geo. W. Thomas

Trustee

TO V. W. JOYNER:

TAKE NOTICE: That we shall on the 27th. day of June, 1911, at the office of George F. Whitley, in the town of Smithfield, Virginia, between the hours of 9:30 A. M. and 6:00 P. M., on that day, proceed to take the depositions of Paul E. Wingfield and others, to be read in evidence in the behalf of ourselves, and all others similarly situated, in a certain suit depending in the Circuit Court for the County of Isle of Wight, wherein we are plaintiffs and you are a defendant; and if from any cause the taking of the said depositions be not commenced, or, if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day, at the same place and between the same hours until the same shall be completed.

Given under our hands this 8th. day of June, 1911.

C. H. Godwin

C. S. Jardace

By Geo. F. Whitley, Attorney.

W. H. GODWIN, et al.

VS.) NOTICE OF
TAKING DEPOSITIONS:

Geo. W. THOMAS, Trustee, et als

I hereby accept
legal ~~notice~~ service
of the within notice
V. W. Jaynes

TO J. E. CRAWLEY AND J. E. CRAWLEY, TRUSTEE OF THE COLORED ED-
UCATIONAL BOARD OF SMITHFIELD AND VICINITY:

TAKE NOTICE: That we shall on the 27th. day of June, 1911, at the office of George F. Whitley, in the town of Smithfield, Virginia, between the hours of 9:30 A. M. and 6:00 P. M., on that day, proceed to take the depositions of Paul E. Wingfield, and others, to be read in evidence in the behalf of ourselves, and all others similarly situated, in a certain suit depending in the Circuit Court for the County of Isle of Wight, wherein we are plaintiffs and you are a defendant; and if from any cause the taking of the said depositions be not commenced, or, if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day, at the same place and between the same hours until the same shall be completed.

GIVEN under our hands this 8th. day of June, 1911.

C. H. Godwin
C. S. Jarred.

By Geo. F. Whitley, Attorney.

W. H. GODWIN, et al.

NOTICE OF
VS.) TAKING DEPOSITIONS:

GEO. W. THOMAS, Trustee, et als.

J. E. Crawley not being found at his usual place of abode-I executed the with-in Notice within the County of Isle Of Wight this the 22nd-day of June 1911, by delivering a copy thereof to the wife of J. E. Crawley -for the said J. E. Crawley as an individual, and by delivering a copy thereof to the wife of J. E. Crawley -for the said J. E. Crawley as a Trustee of the Colored Educational Board of Smithfield and Vicinity.

R. Augustus Edwards, Sheriff.

TO GEORGE W. THOMAS AND GEORGE W. THOMAS, TRUSTEE OF THE COLORED
EDUCATIONAL BOARD OF SMITHFIELD AND VICINITY:

TAKE NOTICE: That we shall on the 27th. day of June,
1911, at the office of George F. Whitley, in the town of Smith-
field, Virginia, between the hours of 9:30 A. M. and 6:00 P. M.,
on that day, proceed to take the depositions of Paul E. Wingfield
and others, to be read in evidence in the behalf of ourselves,
and all others similarly situated, in a certain suit depending
in the Circuit Court for the County of Isle of Wight, wherein
we are plaintiffs and you are a defendant; and if from any cause
the taking of the said depositions be not commenced, or, if com-
menced, be not concluded on that day, the taking thereof will be
adjourned from day to day, at the same place and between the
same hours until the same shall be completed.

GIVEN under our hands this 8th. day of June, 1911.

C. H. Godwin

C. F. Jordan

By Geo. Whitley, Attorney.

W. H. GODWIN, et al.

NOTICE OF
VS.) TAKING DEPOSITIONS:

GEO. W. THOMAS, Trustee, et als.

Executed with-in the County of Isle of Wight this 22nd, day of June-
1911, by delivering a true copy of the with-in Notice to Geo. W. Thomas
as an individual-and by delivering a true copy of said Notice Geo. W.
Thomas as a Trustee of the Colored Educational Board of Smithfield and
Vicinity.

R. Aug. Edwards, Shff.

TO HENRY CAWSON AND HENRY CAWSON, TRUSTEE OF THE COLORED EDUCATION-
AL BOARD OF SMITHFIELD AND VICINITY:

TAKE NOTICE: That we shall on the 27th. day of June, 1911, at the office of George F. Whitley, in the town of Smithfield, Virginia, between the hours of 9:30 A. M. and 6:00 P. M., on that day, proceed to take the depositions of Paul E. Wingfield and others, to be read in evidence in the behalf of ourselves, and all others similarly situated, in a certain suit depending in the Circuit Court for the County of Isle of Wight, wherein we are plaintiffs and you are a defendant; and if from any cause the taking of the said depositions be not commenced, or, if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day, at the same place and between the same hours until the same shall be completed.

GIVEN under our hands this 8th. day of June, 1911.

C. H. Godwin

C. S. Jordan

By Geo. F. Whitley, Attorney.

W. H. GODWIN, et al.

NOTICE OF
VS) TAKING DEPOSITIONS:

GEO. W. THOMAS, Trustee, et
als.

Executed with-in the County of Isle Of Wight this 22nd, day of June -
1911, by delivering a true copy of the with-in Notice to Henry Cawson
as an individual, and by delivering a true copy of said notice to Henry
Cawson as a Trustee of the Colored Educational Board of Smithfield and
Vicinity.

R. Augustus Edmond Shff.

TO L. S. HOLLOWAY AND L. S. HOLLOWAY, TRUSTEE OF THE COLORED ED-
UCATIONAL BOARD OF SMITHFIELD AND VICINITY:

TAKE NOTICE That we shall on the 27th. day of June, 1911, at the office of George F. Whitley, in the town of Smithfield, Virginia, between the hours of 9:30 A. M. and 6:00 P. M., on that day, proceed to take the depositions of Paul E. Wingfield and others, to be read in evidence in the behalf of ourselves, and all others similarly situated, in a certain suit depending in the Circuit Court for the County of Isle of Wight, wherein we are plaintiffs and you are a defendant; and if from any cause the taking of the said depositions be not commenced, or, if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day, at the same place and between the same hours until the same shall be completed.

GIVEN under our hands this 8th. day of June, 1911.

C. H. Ladwin

C. F. Jordan

By George F. Whitley, Attorney.

W. H. GODWIN, et al.

VS) Notice of taking Depositions:

Geo. W. THOMAS, Trustee, et
als.

Executed with-in the County of Isle Of Wight this the 24th-day of
June 1911, by delivering a true copy of the with-in notice to L. S.
Holloway as an individual, and by delivering a true copy of said notice
to L. S. Holloway as a Trustee of the Colored Educational Board of
Smithfield and Vicinity.

R. Augustus Edwards Sheriff.

TO PAUL E. WINGFIELD:

TAKE NOTICE: That we shall on the 27th. day of June, 1911, at the office of George F. Whitley, in the town of Smithfield, Virginia, between the hours of 9:30 A. M. and 6:00 P. M., on that day, proceed to take the depositions of Paul E. Wingfield and others, to be read in evidence in the behalf of ourselves, and all others similarly situated, in a certain suit depending in the Circuit Court for the County of Isle of Wight, wherein we are plaintiffs and you are a defendant; and if from any cause the taking of the said depositions be not commenced, or, if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day, at the same place and between the same hours until the same shall be completed.

GIVEN under our hands this 8th. day of June, 1911.

C. H. Godwin

C. F. Jordan

By George F. Whitley, Attorney.

W. H. GODWIN, et al.

VS.) Notice of taking depositions

Geo. W. THOMAS, Trustee, et
als.

I hereby accept legal ser-
vice of the within notice.

Harold E. Thibault

[Faint handwritten notes and signatures are visible in the background of the page.]

TO J. W. SANDERS AND J. W. SANDERS, TRUSTEE OF THE COLORED ED-
UCATIONAL BOARD OF SMITHEFIELD AND VICINITY:

TAKE NOTICE: That we shall on the 27th. day of June, 1911, at the office of George F. Whitley, in the town of Smithfield, Virginia, between the hours of 9:30 A. M. and 6:00 P. M., on that day, proceed to take the depositions of Paul E. Wingfield and others, to be read in evidence in the behalf of ourselves, and all others similarly situated, in a certain suit depending in the Circuit Court for the County of Isle of Wight, wherein we are plaintiffs and you are a defendant; and if from any cause the taking of the said depositions be not commenced, or, if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day, at the same place and between the same hours until the same shall be completed.

GIVEN under our hands this 8th. day of June, 1911.

W. H. Godwin

W. S. Jordan

By Geo. F. Whitley, Attorney.

Executed the within notice
on the within named
J. W. Sanders in his own
right & as trustee of
the Colored Educational
Board of Smithfield
& Vicinity by handing
him copies hereof on
June 17th 1911 in
person within the
city of Roanoke Virginia

E. S. Huff D.C.
For J. R. Telleth
Sgt City of Roanoke
Va

Filed. Nov 16/1911

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT,

VIRGINIA:

* * * * *
 W. H. GODWIN, et al.
 VS.) IN CHANCERY
 Geo. W. THOMAS, et als.
 * * * * *

-----oOo-----

DEPOSITIONS of Paul E. Wingfield and others, taken before me, A. S. Johnson, a Commissioner in Chancery for the Circuit Court of the County of Isle of Wight, to be read in evidence in the suit in chancery in the said Court now depending and undetermined in which W. H. Godwin et al, are plaintiffs, and George W. Thomas, et als, are defendants, at the Office of George F. Whitley, Attorney at Law, in the town of Smithfield, County of Isle of Wight, State of Virginia, between the hours of 9:30 A. M. and 6:00 P. M., on the 27th. day of June, 1911, pursuant to notice, upon which legal service has been made and returned and which is hereto attached.

PRESENT: O. D. Batchelor and Geo. F. Whitley,
 Attorneys for the Plaintiffs, and E. H. Williams, Attorney for the defendants.

Paul E. Wingfield, being first duly sworn, deposeth and saith in answer to interrogatories as follows:

EXAMINATION BY MR. BATCHELOR.

Q-1. Please state your name, residence and occupation?

A. Paul E. Wingfield, Smithfield, Virginia, Insurance Agent.

Q-2. How long have you lived in this Vicinity?

A. Fifteen (15) years.

Q-3. What connection, if any, have you with The Colored Educational Association of Smithfield and Vicinity?

A. I am Secretary of that body also Trustee.

Q-4. That body is incorporated is it not?

A. Yes, sir;

Q-5. What was the name of the body out of which the corporation disclosed?

A. The Colored Educational Board of Smithfield and Vicinity.

Q-6. Were you Secretary and a member of that Board?

A. Yes, sir;

Q-7. When was that Board formed?

A. November 8th.

Q-8. What year?

A. In 1910.

Q-9. Have you in your custody the minute book of the Board and Association referred to?

A. Yes, sir;

Q-10. Is this the book which I now hand you for your inspection and identification?

A. Yes, sir;

Note: This book is now offered in evidence by the plaintiffs attorneys, marked "Plaintiffs Exhibit No. 1."

(Mr. Williams, Counsel for the defendants, reserves the right to object to the introduction of any or all of the minutes recorded in said book by agreement of counsel, provided, due notice of the objections shall be given to the opposing counsel before the hearing.)

Q-11. I notice there are many minutes in this book prior to November, 8th. 1910, do they pertain to the same organization or body?

A. Yes, sir;

Q-12. You stated awhile ago that the body was formed on November, 8th. 1910, what was the name of the organization prior to that?

A. It was simply known as the Club.

Q-13. Well, can you look at the minute book and tell when the club was formed?

A. Yes, sir; July, 22nd. 1910.

Q-14. I see in the minute book under date of November, 8th. 1910, reference to a constitution and by-laws which was ordered to be printed but which do not appear spread on the minute book. Have you in your custody as Secretary the constitution and by-laws referred to?

A. Yes, sir;

Q-15. Will you produce it?

(Witness produces same and it is now offered in evidence, marked "Plaintiffs Exhibit No. 2.")

Q-16. In the minute book which you have filed there appears on pages 3 and 4 what purports to be a roll of members -- is that a complete roll of the membership of the organization in question?

A. I don't think this includes all the members but they are here though; we have a portion of them.

Q-17. I hand you another book not yet in evidence which purports to contain a roll of members on pages 13 to 15 inclusive -- please examine this and see if it has any relation to the organization in **question** and whether it is the same list as that appearing in the minute book?

A. This is the same appearing in the minute book showing those who had paid their membership fee.

Q-18. The book last handed you then shows the receipts of cash received from members - does it not?

A. Yes, sir;

Note: That book is now offered in evidence, marked "Plaintiffs Exhibit No. 3."

Q-19. About how much cash has been paid in by members?

A. Well, about \$300.00, something like that.

Q-20. Do you know about what portion of that was paid in by Geo. W. Thomas, Henry Cawson, J. E. Crawley, L. S. Holloway and J. W. Sanders?

By Mr. Williams: Question objected to because irrelevant and immaterial.

A. About \$22.00.

Q-21. When was Mr. Joyner paid the \$250.00, cash payment on the land purchased from him?

A. About January, 1st. 1911.

Q-22. Was the money paid out of the Board treasury from the contribution of its members?

A. Yes, sir; with the exception of a small amount that was borrowed from the Bank.

Q-23. Has the bank been paid back?

A. I don't know sir.

Q-24. What was the amount of the bank loan?

A. \$50.00.

Q-25. Is there any money in the hands of the Treasurer or former treasurer contributed by members which is amicable on the bank debt?

A. Yes, sir;

Q-26. How much and in whose hands is it?

A. The book will show. It is about thirty seven dollars and some cents. It is in G. W. Thomas's hands.

Q-27. Will you introduce the book showing this?

A. Yes, sir;

By Mr. Williams: Question objected to as irrelevant and immaterial.

Note: This book is now offered in evidence, marked "Plaintiffs Exhibit No. 4."

Q-28. Were most of the members appearing on the roll introduced in evidence, members prior to January, 1st. 1911?

A. Yes, sir;

Q-29. Do you know how many has been received since January, 1st. 1911?

A. Very few; I don't know exactly.

Q-30. As many as a dozen do you think?

A. Not more than that.

Q-31. What is the admission fee for membership?

A. \$1.00.

Q-32. And you have, I believe, a twenty-five cents monthly assessment in addition for one year -- have you not?

A. Yes, sir; for one year.

Q-33. Did you attend in person the meetings of the board which were held in December, January, February and March, and at which the subject of incorporating the body was considered and acted on?

A. Yes, sir;

Q-34. Do you know whether George W. Thomas, Henry Cawson, J. E. Crawley, L. S. Holloway and J. W. Sanders, all or any of them attended those meetings or any of them?

A. Yes, sir; brother Holloway was not present.

Q-35. At any of them?

A. He was not present at any of them to my knowledge.

Q-36. The meeting of December, 30th. 1910, according to the minutes, was presided over by Henry Cawson, Vice-President. Were you at that meeting?

A. Yes, sir;

Q-37. Did he preside?

A. Yes, sir;

Q-38. Was Geo. W. Thomas at that meeting?

A. No, sir;

Q-39. Was J. E. Crawley there?

A. No, sir;

Q-40. Was there any subject at that meeting either in the debate or in the vote to incorporate?

A. It was not any in debate or in vote, only the Chairman made a statement that he did not want to be incorporated.

Q-41. But the vote was unanimous?

A. The vote was unanimous.

Q-42. Are you in close touch with the one hundred or more members of this organization?

A. Yes, sir;

Q-43. Do you know any of them, except the five who are claiming the right to manage the organization's property as trustees, that oppose the plan of deeding the property to the corporation?

A. I don't know more than one.

Q-44. Outside of Geo. W. Thomas, Henry Cawson, J. E. Crawley, L. S. Holloway and J. W. Sanders, there is only one member to your knowledge who opposes the plan adopted by the body in formal meeting of having the title to the property conveyed to the corporation?

A. Yes, sir;

Q-45. Well, do these five men represent a majority of the property holdings or the intelligence of the members of the organization?

A. I don't think they represent the majority, no sir.

Q-46. Anything like majority?

A. No, sir;

Q-47. Did they ask you, as one of the holders of the title under the deed from Mr. Joyner, to unite with them in making a deed to themselves as trustees?

A. No, sir; if I understand you.

Q-48. Have the five men last referred to ceased to affiliate with the organization?

A. Yes, sir; recently they have.

Q-49. Have they indicated in writing their reason for so doing?

A. They brought us a statement, or whatever you might call it, to the meeting.

Q-50. What meeting you mean -- a meeting of the organization?

A. At a regular meeting of the organization.

Q-51. Was this meeting being held at its usual place?

A. Yes, sir;

Q-52. Have you that statement?

A. Yes, sir;

Q-53. Please file it with your depositions.

Note: The same is herewith filed, marked "Plaintiffs Exhibit No. 5."

Plaintiffs counsel here offers in evidence a copy of a deed dated April, 7th. 1911, and recorded in the Clerk's Office of Isle of Wight County on June _____, 1911, from Geo. W. Thomas, et als, to the same Geo. W. Thomas et als, Trustees & etc., which copy, though not certified by the Clerk, it is agreed by counsel that it shall be treated in evidence with the same force and effect as if certified.

Q-54. I hold in my hand a copy of a deed from the five parties above named, Thomas and others, to themselves as trustees of ~~The~~ Colored Educational Board of Smithfield, Virginia, and vicinity, and among the recitals of this deed is the following:

"WHEREAS, at a meeting specially called for that purpose, The Colored Educational Board of Smithfield, Virginia, and vicinity decided that the number of trustees may be increased to twelve persons, if it is deemed advisable that such election should be held, then and in that event four of the said number of trustees shall be selected from Hill Street Baptist Church, Smithfield, Virginia, four from Brown's A. M. E. Church, Smithfield, Virginia, one from Little Zion Baptist Church of Livy Neck, one from the Rising Star Baptist Church of Isle of Wight County, one from Sandy Mount Baptist Church and one from Union Bethel Methodist Church." Was any such action as this, or any action in anyways similar to this, ever taken by your organization except the action embodied in your charter providing for twelve trustees to manage the affairs of the corporation and your minutes of March, 14th. 1911, selecting those twelve trustees from the churches, indicated in the above quoted extract from the deed of April, 7th. 1911?

A. No, sir; none except what is mentioned on the minutes of that date.

By Mr. Williams: Question objected to because leading.

Q-55. And if I understand you then the twelve trustees named in the charter are to fulfill the requirements of the minutes of March, 14th. 1911, and of the quoted extract from the deed aforesaid -- is that correct?

(By Mr. Williams: Same objection.)

A. I wish to answer that on March, 14th. part of the twelve trustees were selected but the rest was elected on a previous meeting of March, 7th., but those two meetings included the twelve.

Q-56. And these twelve so selected do represent the churches as set out in the quoted extract from the aforesaid deed - do they not?

A. Yes, sir;

Q-57. What notice, if any, did your organization take of the resolution of protest, or whatever they may be termed, under date of March, 30th. 1911, signed by the five parties already mentioned, Thomas and others, and handed in at your meeting?

A. Well, we did not do anything at all -- we just proceeded on in our usual way.

Q-58. Charge is made in these resolutions "that a few persons under first one pretext or another has continually sought to turn the organization from its original purpose and foist upon it an entirely a new proposition. Certain persons have contented for an incorporation but the Charter members of the Organization - or a vast majority of them, including the President, Vice-President, Treasurer and five out of six of the Trustees & etc.," stating in substance that these are opposed to the incorporation plan. Has there been any action taken at any meeting which would justify the charge here made that a few persons were seeking to turn the organization from its original purpose?

A. It has not.

Q-59. Is it true that a majority of the charter members oppose incorporating?

A. Not a majority of the charter members but a majority of the trustees - that committee or whatever they might be called.

Q-60. You mean a majority of those to whom the property was deeded?

A. Yes, sir; the officers that were mentioned or the ones to whom the land was conveyed to, and they are the same who signed the resolutions of March, 30th. 1911.

Q-61. It was stated in these resolutions that the Trustees are to hold the office for one year or until their successors are elected and qualified. Is there any such provision to be found anywhere in your proceedings except a provision which appears in your charter in relation to the trustees therein named?

A. No, sir;

Q-62. Have these five men, Thomas and others, refused to deed the property bought from Mr. Joyner to the Corporation?

A. Yes, sir;

Q-63. Have you requested them to do so?

A. Yes, sir; the Association requested them to do so through our Attorney.

Q-64. Was the offer made them to relieve them of personal liability on their note to Mr. Joyner?

A. Yes, sir; they decided to become responsible for the unpaid balance of \$750.00.

Q-65. Is the Organization still ready and willing to relieve these five men of liability on their note to Mr. Joyner?

A. Yes, sir;

Note: We now turn in evidence a copy of the charter of the Association, which is agreed by counsel may be read in evidence with the same effect as if authenticated according to the statute; the same being marked, "Plaintiffs Exhibit No. 6."

DIRECT EXAMINATION CLOSED.

CROSS EXAMINATION

BY MR. WILLIAMS:

XQ-66. Paul you are a member of The Colored Educational Association of Smithfield and Vicinity, are you not?

A. Yes, sir;

XQ-67. How long have you been a member of that Association?

A. Since it was first organized.

XQ-68. That is incorporated I believe?

A. Yes, sir; I was a member from July, 22nd. 1910.

XQ-69. You are no longer a member of The Colored Educational Board of Smithfield and vicinity are you?

A. Well, there is no Board now the board organized into "The Colored Educational Association."

XQ-70. When did it cease to be an organization?

A. Well, when they organized into the Educational Association.

XQ-71. Is it a fact, or not, that Rev. Sanders and others, do still continue to meet as the "Educational Board of Smithfield and Vicinity" and have regularly elected officers such as President, Treasurer & etc.?

A. Not to my knowledge. I know of one call meeting they had and I learned they had called an extra meeting and I went there to see and they told me they did not want me, that it was a private meeting and members of "The Educational Association" were not wanted.

XQ-72. This was a meeting of the Educational Board?

A. I don't know what it was.

XQ-73. Who was at that meeting?

A. I found Sanders, Cawson, H. T. Hayes, Lucy Cawson, Georgie Taylor, Mrs. Sanders, J. E. Crawley, G. W. Thomas and W. A. Whitehead; that is all I remember.

XQ-74. When was that?

A. March, 30th.

XQ-75. Where were they meeting?

A. At Odd Fellow's Hall.

XQ-76. What position in the Colored Educational Board of Smithfield and Vicinity did the Rev. Sanders hold at that time?

A. He was President and Trustee of the Association at that time.

XQ-77. Did he hold any office in The Colored Educational Board of Smithfield and Vicinity?

A. Yes, sir; he was President and Trustee.

XQ-78. Who was Secretary of The Colored Educational Board of Smithfield and Vicinity at that time?

A. I was elected Secretary of the Board in November but I don't remember what meeting.

XQ-79. Were you Secretary of The Colored Educational Board on March, 30th. 1911?

A. I was Secretary from the time I was elected up to the present time. March 30th., we had organized into "The Colored Educational Association of Smithfield and Vicinity."

XQ-80. Then you were not Secretary of the Board on March, 30th. 1911?

A. It was'nt any Board.

XQ-81. That was the date you went there was'nt it?

A. Yes, sir;

XQ-82. You did not keep the minutes of the meeting that night did you?

A. They told me that it was a private meeting and I did not stay.

XQ-83. Do you know who acted as Secretary of that meeting?

A. The only knowledge I have who acted I saw W. A. Whitehead's name on the back of the resolutions.

XQ-84. So you lost your position as Secretary in that organization?

A. No, sir; I am still Secretary.

XQ-85. Do you claim to be the Secretary of the Board and The Colored Educational Association of Smithfield and Vicinity?

A. Well, I claimed to be the Secretary while it was a board and when it organized into an Association it kept its same officers, so I did not lose the job.

XQ-86. How did it happen that you, as its Secretary of the organization, could not obtain admission to its meetings?

A. I have never been denied at a meeting of the Organization, which organization I am a member.

XQ-87. Which organization are you a member?

A. The same organization that I was first a member of from the beginning. I don't know but one.

XQ-88. Well, if you don't know but one organization and wont admit there are two organizations, please explain why it is you cannot gain admission to its meetings, or to that meeting when the presiding officer told you that you were not wanted?

A. We asked them a question "why we could not be admitted" that we understood he was calling a school meeting of some kind, and he informed us that it was a private meeting and members of The Colored Educational Association were not wanted.

XQ-89. That was a meeting of The Educational Board was it not?

A. We asked them that question and told them if it was a meeting of the Board we wanted to know, and they replied that we don't want you fellows to know what we are doing.

XW-90. What do you mean by "you fellows?"

A. It was seven or eight of us out there.

XQ-91. Who was there with you?

A. Chelsa Gwaltney, Walter Johnson, Willie Crawley, J. T. Vellines and Richard Johnson; there were some others but I can't recall them just now.

XQ-92. What was your purpose in making such strenuous efforts to attend a meeting of The Educational Board at this particular time?

A. Well, I met one of the members and he said what is it to be done tonight, brother Cawson brought me a petition to sign asking that a meeting be called tonight. I did not let him know that I did not know anything about it and told him I did not know what they were going to do. I asked two or three others and they did not know anything about it and we went around to see and did not find out anything.

XQ-93. Is that the same meeting they declared that you were no longer a member of the Educational Board of Smithfield and Vicinity, and that your office as Secretary was vacant?

A. I have no knowledge of that whatever.

XQ-94. Did you read the communication from George W. Thomas and others, dated March 30th. 1911?

A. Yes, sir; I read that over.

XQ-95. You were one of the parties who left Thomas, Crawley and others?

A. No, sir; I never left them.

XQ-96. Are you still with them in this fight?

A. You will find from their statement that it appears that they left us.

XQ-97. What was the purpose of the organization known as "The Colored Educational Board of Smithfield and Vicinity?"

A. The purpose was to better the educational facilities in Smithfield and vicinity so far as we were able to do, and buy a piece of land and build a school on it for the education of the Colored children of the town of Smithfield - that was our purpose.

XQ-98. Was it understood that the school property should be used for public school only, and that the school trustees of the Smithfield District should have absolutely authority of the grounds?

A. No, sir; it was not so understood.

(By Mr. Batchelor: This line of question is objected to and notice is here given that the Court will be asked to strike

it out, on the ground that the objects and purposes of the Board are set out in its written constitution which is in evidence and is the best evidence.)

XQ-99. How much money was raised by The Colored Educational Board of Smithfield and Vicinity?

A. About \$300.00 raised up to the present time.

XQ-100. How much money was raised by The Educational Board before March, 30th. 1911?

A. I can only tell you from the minutes or from the book; we have it here.

XQ-101. Was \$250.00 of the \$300.00 raised prior to that time?

A. It was more than \$200.00 raised before we organized into a Board.

XQ-102. Who are the officers of The Colored Educational Association of Smithfield and Vicinity at this time?

A. J. W. Sanders, President; Henry Cawson, Vice-President; C. H. Oliver, 2nd. Vice-President; Paul E. Wingfield, Secretary; John Strange, Auditor; John T. Hill, Chaplain.

XQ-103. Has the Association taken any steps to recover the title to the property now in question?

A. Yes, sir; the association authorized its Attorney to request those men, J. W. Sanders, J. E. Crawley, Henry Cawson, L. S. Holloway, G. W. Thomas and Paul E. Wingfield, to convey the land to "The Educational Association" after it became incorporated.

XQ-104. That request was made before the incorporating?

A. Yes, sir; made before and afterwards too.

XQ-105. Did the Officers of the Association act as requested?

A. Our attorney acted for us. We requested our attorney to ask them to turn it over.

XQ-106. Who requested your Attorney?

A. "The Colored Educational Association of Smithfield and vicinity."

XQ-107. What individual?

A. Members of the body that were present at the meeting.

XQ-108. Name somebody?

A. W. S. Jordan, W. H. Morris, J. T. Vellines, Richard Johnson, P. C. Wrenn, W. H. Godwin, C. C. Gwaltney, Henry Day, Walter Johnson and Delia Lunda; there were about forty or fifty but I don't remember them all.

XQ-109. Did the President of the Corporation request him?

A. Well, the President was not attending the meeting at that time; he sent a statement there that he had left us.

XQ-110. He is still President is he not?

A. We have not changed the officers and he is still President; but our constitution provides that when the President is absent, that the Association can select a member to act as President for the evening.

XQ-111. Has the President of the Corporation ever requested any attorney to demand that the property be deeded to the corporation?

A. No, sir; he is one of the parties who held the property and, of course, if he wanted to reconvey it to the association why it would not be necessary to make that request.

XQ-112. Has the Corporation done any act towards instituting proceedings to compel the trustees of The Colored Educational Board & etc., to convey the property in question to them?

A. Well, it was not the corporation directly - the corporation did not have it.

XQ-113. Then the Corporation as a corporation is not interested in the outcome of this suit?

A. Yes, sir, they are now.

XQ-114. How?

A. Because after we organized into the Association then we incorporated, and the same members who were members of the Educational Board and the Educational Association, after they changed, are now members of the Association Incorporated.

XQ-115. And some of them are members of both at this time - are they not?

A. Not that I know of - except there is a statement that they sent that styled themselves as a "Board" - the five parties to whom the land is conveyed to; that is the only knowledge I have of it.

XQ-116. Has the Corporation authorized any suit to be brought for the purpose of the land now in question?

A. Why, yes sir;

XQ-117. When did it authorize such proceedings?

A. I can only refer to the minutes.

XQ-118. Take the book and find it?

(Witness takes the book and finds the resolution of April, 4th. 1911, authorizing the proceedings.)

XQ-119. Then why was it that the Corporation did not, and has not as yet, so far as the records of the minutes show, instituted any proceedings for the possession of the land in question?

A. I thought that was our business here now.

XQ-120. The Educational Association is a charitable institution and all donations to it have been made for charitable purposes, is'nt that so?

A. All the donations have been given to better the educational conditions towards buying the land as our first intention was to do.

XQ-121. How much money have you paid into this Association?

A. About \$15.00.

XQ-122. How much money did you pay to The Colored Educational Board?

A. I don't remember.

XQ-123. How much money has W. H. Godwin paid to the Board and to the Association respectively?

A. W. H. Godwin has paid about three or four dollars. It was only \$1.00 for membership; of course, a person can pay anything they want.

XQ-124. Was that paid to the Board or to the Association?

A. That amount or part of it was paid while it was a board and part while it was an association.

XQ-125. How much money has W. S. Jordan paid to the Association and the Board, respectively?

A. Jordan has paid about \$10.00.

XQ-126. You mean he donated that much?

A. Yes, sir;

XQ-127. Have the Trustees named in the deed of April, 7th, 1911, or the parties named in the deed from Mr. V. W. Joyner to George W. Thomas and others, have they attempted to use or have they used the property and the funds intrusted to their care for any purposes inconsistent with the purposes of the organization?

A. Yes, sir;

XQ-128. How?

A. In the first place if they have made another deed that was inconsistent and against the wishes of the members of the association, because they asked them if they were serving them not to make no transfer of the land until they requested them to do so.

XQ-129. Have they made away with any of the money intrusted to their care?

A. I don't know about that - they have been absent from the meetings since March, 30th.

XQ-130. Is there any more honorable men among your race in this community than the parties named as Trustees in the trust deed above referred to dated on April, 7th, 1911, and previously filed as an exhibit in this case?

A. They acted all right as far as I know until this deal.

XQ-131. Have they, in any way, violated the trust set forth in the said deed?

A. In the one you referred to on the 7th.

XQ-132. Yes?

A. Largely so. They violated the confidence and trust that the members of the Association placed in them. I mean by that we

told them to do one thing and they did another.

XQ-133. Have you read the trust set forth in the said deed?

A. I understand from you that it was made public school property and we never intended for it to be that.

XQ-134. When you say "we never intended for it to be the public school property" who do you mean?

A. I mean the majority of the members who attend the "Educational Association."

XQ-135. In other words it is the intention of The Colored Educational Association to hold this property as private school property, is that correct?

A. We intend "The Colored Educational Association of Smithfield and Vicinity, Incorporated," to hold the title to the property.

XQ-136. For private school purposes?

A. No, sir, I did not say that.

XQ-137. You just said a few minutes ago that it was not the intention of "The Colored Educational Association" to hold the property for public school purposes, then if it is not to be held for public school purposes what purpose does the Association intend to use this property for?

A. We intend to buy the property and hold the title, and give the White Trustee Board of the town of Smithfield the use, entire use of it for public school purposes if they want it.

XQ-138. Is'nt that the purpose and the trust declared in the trust deed conveying the property to the Trustees?

A. I don't understand it so.

(By Mr. Batchelor: The trust deed referred to speaks for itself and it is for the Court and not for the witness to interpret its meaning.)

COUNSEL for the defendants says that the witness has previously testified that the trustees named in the said deed, have violated the trusts therein declared and counsel has simply

asked the witness to be specific and tell which trust has been violated.

XQ-139. The original Association, as I understand it, was organized for the purpose of securing property upon which to build a public school for the benefit of the Colored children of Smithfield and vicinity; said school and property to be under the control of the "White School Board" of Smithfield - being understood that the organization was to be an auxiliary body to assist the White School Board in securing the best possible school advantages for the Colored children of this community. Is that your understanding of the purpose of the original organization?

A. No, sir;

XQ-140. What is your understanding of its purpose?

A. My understanding is that we organized for the purpose of bettering the educational conditions in the town of Smithfield and vicinity. We intended to buy the land and to hold the title to the property and give the White School Board the use of it for school purposes, and we did not know it was the intention of the President to make it public school property until after the Board decided to incorporate.

XQ-141. It is also the intention of the original organization, as you proceed in calling it, to introduce some line of industrialism -- was it not?

A. That was mentioned in the by-laws but we had never done anything along that line.

XQ-142. Still that was one of the purposes of the organization was'nt it?

A. It has never been considered.

XQ-143. Is it now considered one of the purposes of the Educational Association?

A. No, sir; not at this time.

XQ-144. Is it a purpose to introduce that line at any future date?

A. I have never considered it; I have never thought of it.

XQ-145. In your meeting of January, 3rd., you suggested that "The Colored Educational Board of Smithfield and Vicinity" be incorporated, and a Committee was appointed consisting of J. W. Sanders, Paul E. Wingfield, Samuel Jordan, J. E. Crawley, G. W. Thomas, Henry Cawson and W. F. Shivers, to see what kind of a charter could be gotten. Are those the minutes upon which you base the authority to have the organization of The Colored Educational Board of Smithfield and Vicinity incorporated under the name of "The Colored Educational Association of Smithfield and Vicinity?"

A. This is the minutes showing the time in which we were to incorporate, but we had decided previous to this time to incorporate.

XQ-146. Did this Committee ever agree or make any report to The Educational Board of Smithfield and Vicinity?

(By Mr. Batchelor: Question objected to on the grounds that the minutes are in evidence and show the report made and the subsequent action of the Board leading up to the consummation of incorporating.)

XQ-147. Did this committee make any report?

A. Yes, sir;

XQ-148. Was it a regular report?

A. No, sir; it was not a regular report.

XQ-149. Did this committee agree to incorporate?

A. The Board did not send the committee out to agree to incorporate.

XQ-150. Did the Board send the committee out to agree or to see what kind of a charter could be gotten?

A. Yes, sir; to see what kind of a charter could be gotten.

XQ-151. Did they agree on any certain kind of charter to be gotten or did they disagree?

A. This committee met and J. W. Sanders, Chairman of this committee, made a statement that he doubted that we could be incorporated. So we came to the lawyer to inquire and see what kind of

a charter we could get and the proper name for it - that was the purpose for which we were sent out. So Brother Sanders had something on paper and read it to the lawyer, stating that this was a supplementary organization. The lawyer told him that he did not know anything about that and said: "You all go back and decide what you want and come to me and I will give you legal advice along that line." So when we got to the regular meeting which sent the committee out, he asked me to make a report and I reported to the board what brother Sanders had said "that it was a supplementary organization," and he questioned whether or not it could be chartered. I told them also what the attorney said "to decide what we wanted and come to him and he would give us legal advice and secure the charter of incorporating." At that meeting we decided not to get a stockholder charter.

XQ-152. In other words the committee did not agree as to the kind of charter?

A. The committee did not decide anything but the body decided. The committee did not do as the Body requested them and the body did the work themselves.

XQ-153. Paul, you are a Baptist are you not?

A. Yes, sir;

XQ-154. What occasion split in the organization?

A. I don't know that you might call it a split. There were some in favor of incorporating who are the ones that the land was conveyed to.

XQ-155. They were in favor of incorporating how does it happen that they are made officers of the Corporation?

A. Well, when there was a special meeting called to elect or enlarge the trustees, our President stated that he had no more objections and whatever was done at that meeting was unanimous, but we found out this later on.

XQ-156. Is'nt it a fact that he said that it made no difference to him what the association did, but that he considered "The

Colored Eduoational Board" a distinct and separate organization from the Association - or words to that effect?

A. He made that statement at one time and that was the time he invited the white people out to his church, and at that meeting a joint committee was appointed to meet the gentlemen of the White School Board.

XQ-157. Is'nt it a fact that you or **some** of your crowd attempted to make a motion during one of the meetings of the Educational Board, that the board change its name and that the charter of the board be changed, and that the President considered that the charges proposed in the charter would divert the organization from its original purposes and work an injustice upon those who had contributed to the organization, believing that certain things were to be done, that this motion was ruled out of order and considered this split in the organization?

A. The motion that was made which he ruled out of order was this: "That we take up the unfinished business." The President stated don't make that motion - make the motion that you want a prohibitory clause in the deed; then he ruled the motion out of order and read his ruin on the **same**.

XQ-158. Is it not a fact that you or some of your crowd attempted to have a new charter and by-laws adopted which the President considered inconsistent with the purposes of the organization?

A. We first decided to change the name from the Board to an Association, thinking that the word "Board" was a misfit, and afterwards it was considered why the name was changed.

XQ-159. After the split or before?

A. I don't know anything about the split. A committee was appointed to amend the constitution suitable to the name as changed.

XQ-160. Who appointed that committee?

A. Well, Sanders was acting President at that meeting and he stated that he did not want to appoint a committee, and in fact

started away. Crawley called him back and said to him "you had better do like the people want you to do." He stated that he was not going to do it - so Crawley asked his consent to preside until the meeting closed and he gave his consent and the committee was appointed by Crawley, but the members considered that action as the President did it himself.

XQ-161. What did the committee do?

A. They wrote up a constitution.

XQ-162. Was it accepted or rejected?

A. He never put it before the board - it was only read and he ruled the constitution out of order.

XQ-163. Why?

A. Because he did not want it I reckon.

XQ-164. Have you a copy of the proposed new constitution in your possession at this time?

A. We did not keep a copy.

XQ-165. All this happened before you all incorporated?

A. Yes, sir;

XQ-166. Did the Educational Board of Smithfield and Vicinity contribute any money to pay the expenses of incorporating, or was the expense borne by individuals?

A. The expense was borne by the members of the Association.

XQ-167. Did the Educational Board, as an organization, contribute a single penny to bear the expenses of incorporating?

A. Well, we were not a board at that time. At the time we needed money to pay the charge for the charter of incorporation we were an Educational Association.

XQ-168. Who is the Treasurer of the Educational Association?

A. George W. Thomas.

XQ-169. Did he ever give any check signed by him as Treasurer, either of the Educational Board or the Educational Association, to bear or hereby bear the appearance of Incorporation?

A. No, sir; when it was time for the money to be paid he stayed away.

XQ-170. Has the corporation, or the Association, ever turned over to its Treasurer, G. W. Thomas, any money?

A. No, sir; the corporation has not turned over any money, but I want to show you why - because he has not been there.

XQ-171. Has the Association, since it has been incorporated, received any money from any sources whatever?

A. Yes, sir;

XQ-172. Who is the custodian of the funds?

A. What we received we paid out.

XQ-173. Who paid it out?

A. The Association authorizes the Secretary to pay it out; what was done was done at the regular meeting.

XQ-174. Was it a resolution or motion to that effect recorded on the minutes?

A. Yes, sir;

XQ-175. Let me see it?

(Witness reads from minute book of April, 4th. 1911, as follows: "Brother Morris suggested that this Association make no change in the officers at this time, that the Secretary deposit the money in bank as the Treasurer was absent.")

XQ-176. Did you deposit the money in the Bank?

A. No, sir; because they only meant to deposit the money that we had left after paying bills that might come due; we had an occasion to spend what was collected.

XQ-177. Upon whose order did you pay out the money?

A. It was ordered at a regular meeting.

CROSS EXAMINATION CLOSED.

Re-DIRECT EXAMINATION BY MR. BATCHELOR.

Rd-Q.178. Were W. S. Jordan and W. H. Godwin, plaintiffs in this suit, among the early members of the Board?

A. Yes, sir;

Rd-Q.179. Were they members prior to the purchase of the land from Mr. Joyner?

A. Yes, sir;

Rd-Q.180. Did their membership fee and other payments made by them go into the purchase in your sum of \$250.00?

(By Mr. Williams: Question objected to because irrelevant and immaterial.)

A. Yes, sir; a large portion was donated.

Rd-Q.181. My question is - did the money which they paid for membership fee and other donations made by them go into the purchase money sum of \$250.00?

A. I understand you better. Yes, sir;

Rd-Q.182. You have been questioned as to the occasion for the "split" (as the opposing counsel terms it) between brother Sanders and his crowd on the one side, and you and your crowd on the other side. Do you know of any reason, not yet testified to, why brother Sanders may have gotten "cold feet" in his allegiance to the board even before it was incorporated?

A. Well, I know of one thing past that he was not satisfied with.

Rd-Q.183. What was it?

A. A resolution was reconsidered authorizing the Board to pay him and his daughter \$50.00 a month to teach private school at Crawley's Hall.

Rd-Q.184. When was that resolution reconsidered?

(By Mr. Williams: Question objected to as irrelevant and immaterial.)

A. At a meeting on January, 24th. 1911.

Rd-Q/ 185. Your minutes of March, 7th. 1911, referred to the adoption of certain amendments to the constitution, including the change of name and other matters. These amendments are not spread in the minute book - have you them in your files, if so produce them?

A. Yes, sir.

(Witness here produces amendments and same is now offered in evidence, marked "Plaintiffs Exhibit No. 7.")

And further this deponent saith not.

COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting;

We command you that you summon George W. Thomas, Henry Cawson, J. E. Crawley, Paul E. Wingfield, L. S. Holloway and J. W. Sanders; and George W. Thomas, Henry Cawson, J. E. Crawley, L. S. Holloway and J. W. Sanders, trustees of the Colored Educational Board of Smithfield and Vicinity, V. W. Joyner and The Colored Educational Association of Smithfield and Vicinity, a Corporation,

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight at the rules to be holden for the said Court on the 3rd. Monday in May, 1911, to answer a bill in chancery exhibited against them in our said Court by W. H. Godwin and W. S. Jordan,

And have then and there this writ.

Witness, A. S. JOHNSON, Clerk of our said Court, at the Court-house, this 4th. day of May, 1911, and in the year of the Commonwealth.

A. S. Johnson Clerk.

W. H. Godwin et al.
vs) Chancery subpoena
George W. Thomas et als.

*Great perils
of the with in
summons in
handy accepted.
The Col. Educational
Board of Smithfield
County (Ind).
By Ben. Whitley,
Att'y.*

Executed on the 8th-day of May-1911, with-in the County of Isle Of Wight-by delivering a true copy of the with-in summons in writing to George W. Thomas, Henry Cawson, J. E. Crawley, Paul E. Wingfield, and L. S. Holloway in person, and to Geo W. Thomas, Henry Cawson, J. E. Ceawley, and L. S. Holloway as Trustees of the Col. educational board of Smithfield-in person-and to V. W. Joyner in person.

R. Augustus Edwards
Shff Isle of Wight Co.

COMMONWEALTH OF VIRGINIA.

To the Sergeant of the City of Roanoke,
~~TO THE SHERIFF OF ISLE OF WIGHT COUNTY~~ Greeting;

We command you that you summon J. W. Sanders, and J. W. Sanders, a
Trustee of the Colored Educational Board of Smithfield and
Vicinity,

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
3rd. Monday in June, 1911, to answer a bill in
chancery exhibited against him and others,
in our said Court by W. H. Godwin
and W. S. Jordan,

And have then and there this writ.

Witness, A. S. JOHNSON, Clerk of our said Court, at the Court-
house, this 31st. day of May, 1911, and in the
year of the Commonwealth.

A. S. Johnson

----- Clerk.

- Orig. -

W. H. Godwin et al

vs) Subpoena in chancery

George W. Thomas et als.

Executed the within
process on the within
named J. W. Sanders,
in his own right & as
Trustee of the Colored
Educational Board of
Smithfield & vicinity, by
handing him copies of
hereof on June 17th 1911
in person within the
City of Roanoke Virginia

S. D. Huff D.S.

For J. R. Sillett

Sgt City of Roanoke Va

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

* * * * *
JORDAN & GODWIN, for etc.....Plaintiffs.
--VS--
Geo. W. THOMAS, et als.....Defendants.
* * * * *

-----oOo-----

The Separate Answer of The Colored Educational Association of Smithfield and Vicinity, a Corporation, to the bill of complaint filed in the above styled case.

This defendant admits as true all of the averments of the said bill and adopts them as its own.

And this defendant avers further that since the filing of the said bill its board of trustees has adopted the following resolution:

"RESOLVED that Geo. F. Whitley, attorney for this Association, be instructed to file an answer for it and in its name in a suit now pending in the Circuit Court of Isle of Wight County, under the style of Jordan and Godwin, for etc., -VS- Geo. W. Thomas, et als, defendants, which answer shall admit the truth of all the allegations contained in the bill filed in said suit, and shall pray that the same may be treated as a cross bill to the end that the title to the property in controversy in said suit may be vested in this Association, upon the terms and conditions in the said bill set out."

And this defendant avers that it is willing, able and ready to discharge the obligation of the defendants, Thomas, et als, to V. W. Joyner, in the bill particularly set out, so as to relieve the said defendants of all liability and responsibility of every sort on account of their relation to the property in the bill mentioned.

Wherefore, this defendant prays that this, its answer may be read, treated and considered as in the nature of a cross bill, to the end that the property in the bill mentioned may be conveyed to it, so that the aim and purpose of those contributing to its purchase may be accomplished, either by a decree of this Court directing the present holders of the title to the said property to convey the same to this defendant, or appointing a Special Commissioner of this Court to make such conveyance; that such further and general relief may be granted as the nature of the case may require.

Jordan & Godwin, for etc.,

vs†
REPORT OF
SPECIAL COMMISSIONER:

Geo. W. Thomas, et als.

*Filed July 5th
1914
Test. A. Johnson. Clk.*

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA,
DECEMBER TERM, 1913.

Jordan and Godwin, for etc.....Plaintiffs,
- VS -
George W. Thomas, et als,.....Defendants.

-----oOo-----

TO THE HONORABLE R. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

The undersigned, George F. Whitley, Special Commissioner, appointed as such by a decree entered in this cause on the 16th day of November, 1911, begs leave to report that pursuant to the said decree, he required and secured satisfactory proof of the cancellation and surrender to the said defendants, of the note mentioned in said decree; that he has executed to the Colored Educational Association of Smithfield and Vicinity, a deed conveying, with Special Warranty, the real estate described in the said decree, which deed recited the fact of the surrender of the said note to the said defendants.

Respectfully submitted,


Special Commissioner.

JORDAN & GODWIN, etc.

VS) D E C R E E:

Geo. W. THOMAS, et als.

1911
Nov. 16

Enter this.

B. W.

Document to the
within deacon

Est. Williams p. 5

C. O. B. #7 - Page 84

GEO. F. WHITLEY

ATTORNEY-AT-LAW

SMITHFIELD, VA.

V. W. Joyner, in the bill of complaint particularly described, the Court doth adjudge, order and decree that Geo. F. Whitley, as Special Commissioner for the purpose hereby appointed, upon satisfactory proof that the said note of the defendants evidencing part of the purchase price of the said property has been surrendered as aforesaid to them, duly canceled, shall forthwith execute, acknowledge and deliver to the defendant, The Colored Educational Association of Smithfield and Vicinity, a deed, conveying, with Special Warranty, the real estate in the bill and proceedings mentioned, bounded and described as follows:

"Commencing at the line of A. R. Chalmers, on the street designated on the Map of the said town and by a recent ordinance, as Cedar Street; thence along the said street N. 58, E. Two Hundred and twenty-seven and one-half (227-1/2) feet, be the same more or less, to the line of P. D. Gwaltney, Sr., a corner; thence S. 30. E. along the lines of the said P. D. Gwaltney, Chelsa Gwaltney, (Col) and A. R. Boykin, to little Creek, a corner; thence in a general Southwest direction along the said creek, following the meanderings thereof, to the line of the said A. R. Chaomers, a corner; thence N. 30. W. to Cedar Street, the point of beginning."

which deed shall recite the fact of the surrender of the said note to the said defendants; and the fact of the execution, acknowledgment and delivery of the said deed by the said Special Commissioner shall be to vest in the said ^{The} Colored Educational Association of Smithfield and Vicinity, a corporation, all of the right, title, interest and estate of the defendants as individuals and as trustees in and to the property herein-above described/ And the said Special Commissioner will report to this Court his proceedings hereunder.

Jordan & Godwin, for etc..

VS) DECRET:

Geo. W. Thomas, et als.

1914
Jan 5.
Entered.
J.D.W.

60137 p 208

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISSEN OF WISHT, VIRGINIA,
DECEMBER THREE, 1913.

* * * * *
Jordan and Edwin, for etc.....Plaintiffs,
- VS -
George W. Thomas, et als,.....Defendants.
* * * * *

-----oOo-----

This cause came on this day to be heard on the report of George F. Whitley, Special Commissioner, this day filed, to which there are no exceptions, and was argued by counsel.

On consideration whereof, it appearing from said report that the said George F. Whitley, after obtaining satisfactory proof of the cancellation and surrender to the said defendants, of the note mentioned in a former decree entered herein, did execute to the Colored Educational Association of Smithfield and Vicinity, a deed in conformity to the said decree, conveying, with Special Warranty, the real estate mentioned and described in the said decree, the Court doth confirm the said report.

And there remaining nothing further to be done in this cause, the same is ordered to be stricken from the Docket.