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SUPREME COURT OF VIRGINIA  
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RICHMOND, VIRGINIA

IN THE  
SUPREME COURT OF VIRGINIA  
AT RICHMOND

RECORD NO. 860887

WASHINGTON A. LEE  
COURT REPORTER

ARCHIE ELLIOTT, JR., JUDGE  
GENERAL DISTRICT COURT, CITY  
OF PORTSMOUTH, VIRGINIA,

MAR 23 1989

Appellant,

v.

GREAT ATLANTIC MANAGEMENT  
CO., INC., t/a GREAT  
ATLANTIC AGENCY,

Appellee.

JOINT APPENDIX

Mary Sue Terry  
Attorney General of Virginia  
William H. Hauser  
Senior Assistant Attorney  
General  
Neil A. G. McPhie  
Assistant Attorney General  
Supreme Court Building  
101 North Eighth Street  
Richmond, Virginia 23219  
(804) 786-0081

Counsel for Appellant

B. M. Millner  
Marshall, Blalock & Millner  
2600 Washington Avenue  
Suite 90  
Newport News, Virginia 23607  
(804) 247-6673

Counsel for Appellee



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VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH

GREAT ATLANTIC MANAGEMENT COMPANY, INC.,  
t/a GREAT ATLANTIC AGENCY

2-86-317

v

THE HONORABLE ARCHIE ELLIOT, JR.

and

THE GENERAL DISTRICT COURT FOR  
THE CITY OF PORTSMOUTH

TO THE HONORABLE ARCHIE ELLIOT, JR. and THE GENERAL DISTRICT COURT FOR THE  
CITY OF PORTSMOUTH.

Take notice that we shall on the 23<sup>rd</sup> day of April, 1986<sup>at 9:30 A.M.</sup> apply to  
the Circuit Court of the City of Portsmouth, at the Courthouse in Portsmouth,  
to grant us a Writ of Prohibition as prayed for in a petition, verified by  
oath, a copy of which is served herewith, and for the specific relief prayed  
for.

Morton M. D. Pines

Dated this 16<sup>th</sup> day of April, 1986.

Name ARCHIE ELLIOTT JR

☒ PERSONAL SERVICE (Address if other than front)

☐ Delivered to person found in charge of usual place of business or employment and giving information of its purport

☐ Delivered to family member age 16 or older at usual place of abode of party named above after giving information of its purport.

(Recipient's Name) (Age) (Relationship)

☐ Posted on front door of usual place of abode. Other authorized recipient not found.

☐ NOT FOUND (Explanation)

Serving Officer Det. L. S. [Signature]

Date 4-17-86 For GARY W. MARTIN, CLERK

00001



VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF PORTSMOUTH

GREAT ATLANTIC MANAGEMENT COMPANY, INC.  
t/a GREAT ATLANTIC AGENCY,

Petitioner,

v

ARCHIE ELLIOT, JR., Judge  
General District Court,  
City of Portsmouth, Virginia

SERVE: The Honorable Archie Elliot, Jr.  
Judge, General District Court  
City of Portsmouth  
Civil Court  
Portsmouth, Virginia 23704

L-86-3172-7  
J. J. [Signature]

PETITION FOR WRIT OF PROHIBITION

TO THE HONORABLE JUDGES OF SAID COURT:

Your petitioner, GREAT ATLANTIC MANAGEMENT COMPANY, INC. [Great Atlantic], respectfully represents as follows:

1. It is a Virginia corporation, with its principal place of business in the City of Newport News, and it owns and manages apartment complexes in the Commonwealth of Virginia, including several apartment complexes in the City of Portsmouth, Virginia.

2. ARCHIE ELLIOT, JR. is one of the duly elected and acting Judges of the General District Court for the City of Portsmouth, Virginia, and as such, sits from time to time as the presiding judge of the Civil Division of said Court.

3. Certain tenants in each of the Portsmouth apartment complexes managed by Great Atlantic failed to pay rent due for the month of March, 1986

as provided under the applicable leases. Great Atlantic issued the customary five-day "Pay or Quit Notices" which were served on each of the delinquent tenants. At the expiration of said five-day period, Great Atlantic retained the law firm of MARSHALL, BLALOCK, GARNER & MILLNER to institute appropriate legal proceedings, against the tenants who remained delinquent, to obtain possession of the premises and money judgment in the proper amount. The legal proceedings instituted are normally referred to as "unlawful detainers".

4. Petitioner's attorneys, upon receipt of the matters, reviewed the delinquent tenants' leases and the notices sent in connection therewith, and prepared for each a "Notice of Motion for Judgment" to begin the unlawful detainer action seeking possession of the premises and proper money judgment. The money judgment sought included the base rent due for the applicable month, any late charges which were due, reasonable attorneys' fees, court costs and interest thereon, all as provided for under the lease and by the provisions of the Virginia Residential Landlord and Tenant Act (Code of Virginia § 55-248 et seq, and specifically §55-248.31 and §55-248.35). The attorneys then filed the motions in the proper court and delivered them to the proper Sheriffs' offices so the pleadings could be properly served.

5. Petitioner had then incurred or paid attorney's fees in the amount of \$25.00 for each and every delinquent tenant's case which was referred to its attorneys for the collection of March rent as outlined above. Your petitioner believes and alleges that the \$25.00 attorneys' fee is fair and reasonable; it approximates 6% of the amount collected and is considerably below what other reputable attorneys charge for the same services and what the courts normally award as reasonable attorneys' fees (courts normally award 15% to 25% of the amount prayed for or collected).



6. Many tenants, after receipt of the Motion for Judgment, wish to make voluntary payment of all amounts due, to cure their default so they may remain in possession of the premises. When voluntary payment is offered to Great Atlantic, Great Atlantic agrees to dismiss the action and allow the tenant to remain in possession, upon tenants paying the base rent, late charges, the sum of \$25.00 for attorneys' fees, plus costs of the service and filing fees for the unlawful detainer, which costs were already incurred.

7. Petitioner has no legal duty to accept payment from delinquent tenants after the five day grace period provided for in the "Pay or Quit Notice" nor has petitioner any legal duty to dismiss the unlawful detainer action if the rent is paid after the grace period. Petitioner's agreement to dismiss or nonsuit the action is, therefore, a valuable consideration under the law which further supports petitioner's right to collect from the delinquent tenants the legal costs petitioner incurs.

8. After tenants were served with Motions for Judgment for the month of March 1986, 24 tenants in Portsmouth made voluntary payments to Great Atlantic in exchange for Great Atlantic's agreement to nonsuit the action pending against them.

9. On the scheduled return date of the unlawful detainers (which was March 28, 1986), petitioner appeared by its Counsel, Marion M. O. Paine, in the General District Court of Portsmouth to seek judgment against the delinquent tenants and to nonsuit or dismiss the actions pending against the tenants who had paid the total amount due. On this date, Judge Elliot was sitting (in Portsmouth the General District Court Judges rotate the different divisions) and consistent with his procedure, the cases were called by apartment complex and the pending cases were then called alphabetically. The cases were called and disposed of and Judge Elliot awarded judgment against

the delinquent tenants and nonsuited or dismissed the cases all as requested by petitioner's attorney. The proceedings to this point were relatively routine and ordinary and followed the customary procedures experienced or observed in all of the General District Courts of the "Hampton Roads" area of Virginia.

10. At the end of Great Atlantic's cases, Judge Elliot ordered petitioner's attorney, in her personal capacity as attorney (and not the petitioner) to present to the court (meaning Judge Elliot) a check for \$25.00, payable to each tenant who had voluntarily paid the same for the month of March, together with a certification that \$25.00 had been included for every tenant who had paid it for the month of March. Judge Elliot further stated that if said checks payable to the respective tenants were not delivered to his court within ten days, he would find Mrs. Paine in contempt of court and sentence her to ten days in jail for each check which was not delivered. Mrs. Paine respectfully objected to Judge Elliot's order and requested an opportunity to present authorities in support of her position, which was denied. Judge Elliot stated he had authority to order Mrs. Paine to make such repayment, because each case had been pending in his court when it was settled. Mrs. Paine asked Judge Elliot to set or establish an appeal bond, but Judge Elliot responded there could be no appeal because the cases had been previously dismissed at her request. Judge Elliot further stated that she could only appeal if she refused to make the ordered payments and was held in contempt or if she delivered the checks to him.

11. On April 7, 1986, petitioner by Counsel, Marion M. O. Paine and B. M. Millner, appeared before Judge Elliot and there is filed herewith and made a part hereof the transcript of proceedings dated April 7, 1986, prepared by Carlisle and Berry Court Reporting Services.



12. The basis of Judge Elliot's ruling is that no voluntary settlement which includes payment of attorneys fees can be made without his approval when the action is pending in his court. This is stated by Judge Elliot as follows:

" THE COURT: Well, I feel that I have juris -- I feel that she had no jurisdiction or no right to accept or require payment of an attorney's fee, which is reasonable according to a contract, when the suit papers have been filed and she accepts the fee and she determines how much the fee will be. I feel that she did not have that right; that the Court has the only right to determine how much a reasonable attorney's fee will be, not the attorney.

MR. MILLNER: All right.

THE COURT: She decided twenty-five dollars. I did not decide that." (TR Apr. 7, p.3,1.16 - p.4.,1.1)

13. Petitioner is injured by Judge Elliot's order because, in accordance with its right to assistance of counsel, petitioner chose to employ counsel to collect delinquent rents and thereby incurred those legal costs, including attorney's fees. Petitioner is entitled to be reimbursed by the tenants for said legal costs because the lease agreements specify, "Lessee agrees to pay Lessor all collection, warrant, and court and legal costs caused by Lessee's failure to comply with the covenants and agreements herein" and the tenants' failure to pay rent as required by the lease is a failure to comply with the covenants therein which caused Lessor to incur legal costs. Judge Elliot's order effectively denies petitioner's right to be reimbursed by tenants for legal costs incurred even though said costs were in fact incurred by petitioner and incurred as a result of tenant's breach.

14. Because Judge Elliot compelled petitioner's attorneys to deliver said reimbursement checks to the court, petitioner has been injured in that amount because it will now have to reimburse said attorneys.

15. Your petitioner respectfully alleges that Judge Elliot has misconstrued the law of Virginia to hold that litigants do not have the right to arrive at a voluntary compromise which includes that attorneys' fees be paid by one party or the other. It is the custom in Virginia for parties-litigant, in settling cases, to include as a part of the settlement the payment of attorneys' fees where the same is proper under the existing circumstances. Such payment of attorneys' fees is done not only in the landlord-tenant context, but in a variety of law or equity cases, including divorce or domestic relations actions and in suits to collect monies due under notes and/or deeds of trust, when the contract provides for the payment of attorneys' fees. The law favors a voluntary settlement of pending litigation and it is only fair and equitable that a tenant pay or reimburse the landlord for the costs incurred in collection when the tenant has made an attorney's involvement necessary by his failure to pay the rent as agreed and the lease provides that tenants will pay those costs.

16. Your petitioner further respectfully alleges that a great error has been made by Judge Elliot in ordering said reimbursement because:

- (a) The court lacked the jurisdiction to make any such order;
- (b) The court denied petitioner any right of appeal by dismissing the cases on petitioner's counsel's motion and then ordering said counsel, who was not a litigant, to reimburse the tenants or risk being held in contempt under the announced threat by or intention of Judge Elliot to fine and imprison said counsel.

17. The error of Judge Elliot may be illustrated by, but is not limited to, the following points:

- (a) The order was directed to counsel who was not a party-litigant to any proceedings before the court;



(b) The order of Judge Elliot to make reimbursement was announced without any notice to petitioner or petitioner's attorney and without any evidence or effective opportunity for petitioners to be heard on the merits of any such order;

(c) The cases wherein payment had been made by the tenants were in fact, or should have been, nonsuited or dismissed by the court and the cases being dismissed, the court would lack jurisdiction to make any order whatsoever. The Code of Virginia, §8.01-380, provides an absolute right to a plaintiff to have a voluntary dismissal; petitioner's attorney understood at the hearing on March 28, 1986 that the subject cases had, in fact, been dismissed and petitioner alleges that as each case was called, it was, in fact, dismissed and the cases having been dismissed, the court lacked jurisdiction at any subsequent time to make further orders with respect to previously dismissed cases;

(d) In the alternative, assuming that Judge Elliot had some power or jurisdiction to order the petitioner's attorney to do some act (which petitioner specifically denied exists), the order of Judge Elliot was further erroneous and incorrect because Judge Elliot specifically failed and refused to permit bond to be posted with the court, which would have permitted further proceedings by petitioner or their counsel without further jeopardy of the rights and privileges of either of them. Faced with the announced intention of Judge Elliot to hold petitioner's counsel in contempt and impose a fine and jail sentence, petitioner's counsel had no alternative other than to deliver to Judge Elliot the reimbursement checks. If Judge Elliot sends these checks to the tenants, petitioner will have been damaged in the total sum of said checks. If Judge Elliot sends the checks to the tenants and his order is

subsequently reversed or nullified, petitioner would be required to institute new proceedings against the tenants to be restored to their former position;

(e) Judge Elliot's order is erroneous and invalid because in the time frame required to meet and comply with the terms of his order, petitioner would not have sufficient opportunity to seek relief because:

(1) there is no appealable order; and

(2) there was not, in any event, sufficient time to seek relief from his order from any other court; therefore, petitioner had only two choices: (a) to allow delivery of the checks to Judge Elliot and to proceed thereafter, which petitioner is now doing; or (b) to permit petitioner's attorney to be held in contempt of court with a fine and jail term being imposed upon her;

(f) Petitioner's predicament is illustrated by the following from the transcript of the April 7, 1986 hearing:

" MR. MILLNER: All right, sir. And would Your Honor permit us to appeal that ruling?

THE COURT: Yes, sir, but only after -- she cannot appeal it until she violates the Court's Order. The Court's Order is that she have within to this Court by five o'clock today --".  
TR Apr. 7, p.4 l.22 - p.5 l.2.

18. Petitioner alleges it is entitled to a Writ of Prohibition to prevent Judge Elliot from exercising jurisdiction and sending the reimbursement checks to the tenants because the court lacks jurisdiction "altogether or is exceeding its granted limits", see, Boyd, Graves and Middleditch, Virginia Civil Procedure at 125 (1982), and the petitioner does not have another adequate remedy at law, *id.* at 126. Petitioner is entitled to an immediate order of this court "suspending the proceedings sought to be prohibited until the final decision of the cause", *id.* at 126-127, which, as



applied herein, would be an order requiring Judge Elliot to hold the reimbursement checks pending final adjudication of the within cause of action.

WHEREFORE, your petitioner, being without remedy, prays:

(1) That a Writ of Prohibition be awarded prohibiting Archie Elliot, Jr., Judge of the General District Court of the City of Portsmouth, Virginia (Civil Division) from denying petitioner's right to receive and retain the disputed rent amounts as set forth above; and

(2) Further ordering and directing said Judge to return to petitioner or its counsel said 24 checks; and

(3) That said Judge be ordered and directed to cease and desist from issuing any orders of a similar nature to petitioner or petitioner's counsel in the future.

(4) For such other and further orders and relief as to the court may seem meet and proper.

GREAT ATLANTIC MANAGEMENT COMPANY, INC.,

By: Marion M. Paine  
Of Counsel

AFFIDAVIT

Commonwealth of Virginia

City of Newport News, to-wit:

This day Marion M. O. Paine, agent and attorney for GREAT ATLANTIC MANAGEMENT COMPANY, INC. personally appeared before me, Diane Carter, a Notary Public for the Commonwealth of Virginia, and made oath that she has personal

knowledge of the matters set forth in the Petition and that the facts set forth in the Petition are true and correct to the best of her knowledge and belief.

Marion M. O. Paine  
Marion M. O. Paine

SUBSCRIBED and SWORN TO before me this 16<sup>th</sup> day of April, 1986.

Diane Carter  
Notary Public

My commission expires: March 5, 1989

Filed in the Clerk's Office the 16 day of April, 1986  
Writ Tax \$ 5.00      Teste: WALTER J. TOMMONDS, CLERK  
Fee 10.00  
Deposit 3.00  
Total Paid \$ 18.00  
Marion M. O. Paine D. C.

CASE NUMBER HEARING TYPE	PLAINTIFF NAME TRADING AS NAME ATTORNEY	DEFENDANT NAME TRADING AS NAME ATTORNEY	PRINCIPAL	JUDGMENT
V86-04660	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Cherokee Marshall, Blalock, Garner & Millner	Bartlett, Terry O. Bartlett, Brigitte S.	429.00	JP. \$429 <sup>00</sup> <i>att</i> COST- <i>1</i>
V86-04661	Same	Colden, Tony	402.00	DISMISS
V86-04662	Same	Hicks, George R.	390.50	JP. \$284 <sup>14</sup> <i>att</i> COST- <i>1</i>
V86-04663	Same	Lassiter, Paula G.	368.50	DISMISS
V86-04664	Same	Pearson, Anthony W.	368.50	JP. \$268 <sup>07</sup> COST-INT. 9
V86-04665	Same	Shannon Associates, Inc.	390.50	DISMISS
V86-04666	Same	Thomas, Esonjia S.	429.00	JP. \$312 <sup>00</sup> COST-INT. 11
V86-04667	Same	Smith, David W.	390.50	JP. \$284 <sup>14</sup> COST-INT. 8
V86-04668	Same	Veal, Janet J. Ward, Tony Harvey	401.50	DISMISSE
V86-04669	Same	Walker, Lloyd E. aka Walker, Lloyd E. Jr. Walker, Sylvia B.	429.00	DISMISS
V86-04670	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Georgetown Square	Cuevas, Renee Anita	451.00	DISMISSE
	Marshall, Blalock, Garner & Millner, Atty.			
V86-04671	Same	Glover, Naomi	511.50	JP. \$511 <sup>50</sup> <i>att</i> COST- <i>1</i>
V86-04672	Same	Mayfield, Joann L.	434.50	DISMISS
V86-04673	Same	McMillion, Wanda L. McMillion, Kevin A.	451.00	JP. \$451 <sup>00</sup> <i>att</i> COST- <i>1</i>
V86-04674	Same	Skeeter, Jose S. Skeeter, Belinda Y.	451.00	JP. \$451 <sup>00</sup> <i>att</i> COST-INT. 1
V86-04675	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Hanover Marshall, Blalock, Garner & Millner	Clemons, Gary L. Seals, Veronica M.	434.50	JP. \$434 <sup>50</sup> <i>att</i> COST-INT. 1
V86-04676	Same	Keeling, Milton W. Jr. Perry, Renee	456.50	DISMISSE
V86-04677	Same	Smith, Albert W. Jr.	418.00	JP. \$418 <sup>00</sup> <i>att</i>
V86-04678	Same	Towns, Alaric E. Jr. Towns, Corlette F.	440.00	JP. \$440 <sup>00</sup> <i>att</i> COST-INT. 1
V86-04679	Same	Gatling, Robert Lee Jr.	434.50	JP. \$434 <sup>50</sup> <i>att</i> COST-INT. 1
V86-04680	Same	Parks, Lynette L.	407.00	JP. \$407 <sup>00</sup> <i>att</i> COST-INT. 1

INDICATES ADDITIONAL PARTIES IN THE CASE

00012

CASE NUMBER HEARING TYPE	PLAINTIFF NAME TRADING AS NAME ATTORNEY	DEFENDANT NAME TRADING AS NAME ATTORNEY	PRINC PAL	JUDGMENT
V86-04681	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Hodges Manor Marshall, Blalock, Garner & Millner	Arline, Juliette	407.00	DISMISS
V86-04682	Same	Condon, Daniel D.	374.00	JP. \$204 <sup>00</sup> COST- JP. \$526 <sup>00</sup> COST-1
V86-04683	Same	King, Cassandra	826.00	DISMISS
V86-04684	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Manor View Marshall, Blalock, Garner & Millner	Bowden, Deborah Baldwin, Lynn	379.50	DISMISS
V86-04685	Same	Edwards, Milton Powell, Myra D.	379.50	DISMISS
V86-04686	Same	Harris, Emily V.	379.50	JP. \$379 <sup>50</sup> 10 <sup>00</sup> COST- DISMISS
V86-04687	Same	Harris, Jack Harris, Shirley F.	454.50	DISMISS
V86-04688	Same	Hyman, Welton L. Jr.	357.50	JP. \$260 <sup>00</sup> COST-INT.
V86-04689	Same	Mason, Chester Z. Jr.	418.00	DISMISS
V86-04690	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Hodges Manor Marshall, Blalock, Garner & Millner	Palmer, Lyn Earl Johnson, Karen Elaine	407.00	DISMISS
V86-04691	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Hodges Manor East Marshall, Blalock, Garner & Millner	Ransom, Charles	346.50	JP. \$346 <sup>50</sup> COST-1
V86-04692	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Manor View Marshall, Blalock, Garner & Millner	Ricks, Yolande B.	379.50	DISMISS
V86-04693	Same	Roberts, Karl Newsome, Katrina	407.00	JP. \$407 <sup>00</sup> COST- DISMISS
V86-04694	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Park East Marshall, Blalock, Garner & Millner	Brooks, Vanessa	401.50	DISMISS
V86-04695	Same	Bryant, William	341.00	JP. \$341 <sup>00</sup> AT COST- DISMISS
V86-04696	Same	Darden, Lawrence E. Darden, Paula J.	341.00	DISMISS
V86-04697	Same	Davis, Robin Davis, Frank	454.50	DISMISS
V86-04698	Same	Epps, Jennie M.	407.00	JP. \$407 <sup>00</sup> COST- DISMISS
V86-04699	Same	Jenkins, David B. Ridley, Lynn M.	379.50	DISMISS
V86-04700	Same	Luther, Robert S. Luther, Betty	379.50	DISMISS
V86-04701	Same	Nobley, John Bryant, Elaine	368.50	DISMISS
V86-04702	Same	Mullins, Randall F. Jordan, Elizabeth B.	368.50	JP. \$368 <sup>50</sup> 10 <sup>00</sup> COST-1

\*INDICATES ADDITIONAL PARTIES IN THE CASE.

00013

CASE NUMBER FILING TYPE	PLAINTIFF NAME TRADING AS NAME ATTORNEY	DEFENDANT NAME TRADING AS NAME ATTORNEY	PRINCIPAL	JUDGMENT
6-04703	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Park East Marshall, Blalock, Garner & Millner	Thomas, Constance J. Jones, Eugene	379.50	APPEAL JP. \$379.50 COST-INT. - PO
6-04704	Same	Vines, Barbara J.	379.50	<u>DISMISSED</u>
6-04705	Same	Webb, Larry Wong	401.50	JP. \$401.50 COST-INT. - P
6-04706	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Peachtree Marshall, Blalock, Garner & Millner	Adams, Teresa	412.50	<u>DISMISSED</u>
6-04707	Same	Boyd, John L. Boyd, Gail Hardy	423.50	<u>DISMISSED</u>
6-04708	Same	Coles, Benny	396.00	<u>DISMISSED</u>
6-04709	Same	Cook, Curtis Cook, Gwendolyn	412.50	<u>DISMISSED</u>
6-04710	Same	Rochelle, David L. Rochelle, Tina	412.50	<u>DISMISSED</u>
6-04711	Same	Thomas, Bryant	412.50	<u>DISMISSED</u>
6-04712	Same	Watson, Andre L.	434.50	<u>DISMISSED</u>
6-04713	Same	Womack, Jeffrey N. Womack, Patricia A.	412.50	<u>DISMISSED</u>
6-04714	Same	Veale, Ricky L.	412.50	JP. \$337.50 COST-INT. - PO
6-04715	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency The Villas Marshall, Blalock, Garner & Millner	Bullock, Kenneth	434.50	JP. \$316.07 COST-INT. - P
6-04716	Same	Davenport, Gary	434.50	JP. \$316.07 COST-INT. 8 <sup>00</sup> ATTYS
6-04717	Same	Devers, John B.	418.00	<u>DISMISSED</u>
6-04718	Same	Edmonds, Frank R.	434.50	<u>DISMISSED</u>
6-04719	Same	Elliott, Vernon L. <i>only</i> Bell, Kirk E.	407.00	JP. \$407.00 COST-INT. - PO 10 <sup>00</sup>
6-04720	Same	Gardner, Dorothy M.	407.00	<u>DISMISSED</u>
6-04721	Same	Harrison, Roger	416.00	<u>DISMISSED</u>
6-04722	Same	Lee, Anderson Lee, Yvonne	418.00	<u>DISMISSED</u>
6-04723	Same	Vaughan, Barry L. Vaughan, Ramona L.	434.50	JP. \$434.50 COST-INT. - I 10 <sup>00</sup>
6-04724	Same	Smith, Linda L.	434.50	<u>DISMISSED</u>

THE DATES ADDITIONAL PARTIES IN THE CASE

00011



TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 418.00 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

W. M. P. King 3/14/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), John B. Devers

are indebted to the plaintiff in the sum of \$ 418.00 justly due under their lease of the premises located at 6733 KENNY LANE, #103 Portsmouth, Virginia 23703, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 6th day of MARCH, 1986

Guinn D. Prenell  
Authorized Agent  
Deane Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604717

THE VILLAS

GREAT ATLANTIC MANAGEMENT CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

VS JOHN B. DEVERS

Serve: 6733 KENNY LANE #103

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

00015

MARSHALL, BLALOCK, GARNER & MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
3-27-86

711 Crawford St.

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 407.00 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

W. M. Jones 3/14/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), Dorothy M. Gardner

are indebted to the plaintiff in the sum of \$ 407.00 justly due under their lease of the premises located at 6521 Bickford Lane #101 Portsmouth, Virginia 23703, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 6<sup>th</sup> day of MARCH, 1986

Susan D. Appell  
Authorized Agent

My Commission Expires: March 5, 1989

Diane Carter  
Notary Public

## WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$            with interest at 12% per annum thereon from date until paid, plus \$            attorney's fees and \$            court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604720

## THE VILLAS

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23601

Plaintiff

vs DOROTHY M. GARDNER

Serve: 6521 BICKFORD LANE #101

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER

P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

00016

1945597

3-27-86

711 Crawford St.  
TAKE NOTICE that on March 29, 1986 at one o'clock  
(1:00) p.m., or as soon thereafter as counsel may be heard, the  
undersigned will move this Court for judgment against you for the sum of  
\$ 418.00 and reasonable attorney's fees and Court costs, and for  
possession of the premises located at the address shown in the within  
Affidavit, due by you for reason of nonpayment of rent due and owing on  
said premises for the month(s) of March,  
1986.

I certify that I mailed a copy of this  
pleading to the Defendant(s).

W. M. P. Prince 3/14 1986  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and  
for the City and State aforesaid, the undersigned, who, after being duly  
sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), Anderson Lee and

Yvonne Lee are indebted to the plaintiff in the sum of  
\$ 418.00 justly due under their lease of the premises located  
at 6521 Bickford Lane #201 Portsmouth, Virginia  
23703, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this  
6th day of MARCH, 1986

Susan A. Merrill  
Authorized Agent

My Commission Expires: March 5, 1989

Deane Carter  
Notary Public

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment  
may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s)  
in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from  
date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_  
Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604722

THE VILLAS

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 360.

Plaintiff

vs  
AND ANDERSON LEE  
YVONNE LEE

Serve: 6521 BICKFORD LANE #201

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
32786

00017

711 Crawford St.  
TAKE NOTICE that on March 28, 1986 at one o'clock  
(1:00) p.m., or as soon thereafter as counsel may be heard, the  
undersigned will move this Court for judgment against you for the sum of  
\$ 412.50 and reasonable attorney's fees and Court costs, and for  
possession of the premises located at the address shown in the within  
Affidavit, due by you for reason of nonpayment of rent due and owing on  
said premises for the month(s) of March,  
1986.

I certify that I mailed a copy of this  
pleading to the Defendant(s).

MAIMO P. R. [Signature] 3/14/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and  
for the City and State aforesaid, the undersigned, who, after being duly  
sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), Jeffrey N. Womack and  
Patricia A. Womack are indebted to the plaintiff in the sum of  
\$ 412.50 justly due under their lease of the premises located  
at 3818 H Towne Point Road Portsmouth, Virginia  
23703, which premises defendant(s) detain(s).
3. That proper notice has been given.

Subscribed and sworn to before me this  
6<sup>th</sup> day of March, 1986

[Signature]  
Authorized Agent  
[Signature]  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment  
may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s)  
in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from  
date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_  
Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604713

PEACHTREE

GREAT ATLANTIC MANAGEMENT  
CO., INC..  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

VS JEFFREY N. WOMACK  
AND PATRICIA A. WOMACK

Serve: 3818-H TOWNE POINT RD.

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
3-27-86

00018

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 434.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

W. M. D. Jones 3/14/86  
Of Counsel Date

STATE OF VIRGINIA  
City of Portsmouth, to-wit:

AFFIDAVIT

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff:

2. That the defendant(s), Andre L. Watson

are indebted to the plaintiff in the sum of

\$ 434.50 justly due under their lease of the premises located at 3796-C Towne Point Road Portsmouth, Virginia 23703, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 6th day of March, 1986

My Commission Expires: March 5, 1989

Robert Thomas  
Authorized Agent  
Deane Carter  
Notary Public

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604712

PEACHTREE

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs ANDRE L. WATSON

Serve: 3796-C TOWNE POINT RD.

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
3-27-86

00019



TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 456.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

MM Paine 3/14/86  
Of Counsel Date

STATE OF VIRGINIA  
City of Portsmouth, to-wit:

AFFIDAVIT

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), Milton W. Keeling Jr & Renee Perry are indebted to the plaintiff in the sum of \$ 456.50 justly due under their lease of the premises located at 5639 Danvers Rd Portsmouth, Virginia 23703, which premises defendant(s) detain(s).
3. That proper notice has been given.

Subscribed and sworn to before me this 6 day of March, 1986

My Commission Expires: March 5, 1989

Cathy A. Rossi  
Authorized Agent  
Diane Carter  
Notary Public

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604676

HANOVER

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 360.

Plaintiff.

vs. MILTON W. KEELING, JR.  
AND RENEE PERRY

Serve: 5639 DANVERS RD.

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
3-27-86

00020

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment, against you for the sum of \$ 434.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

W. O. Payne 3/14/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

Plaintiff

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), Joann L. Mayfield,

are indebted to the plaintiff in the sum of \$ 434.50 justly due under their lease of the premises located at 6066 Churchland Blvd #93 Portsmouth, Virginia 23703, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 14th day of March, 1986

Jamarc Gonzalez  
Authorized Agent  
Deane Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604672

GEORGETOWN SQUARE

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

vs JOANN L. MAYFIELD

Serve: 6066 CHURCHLAND BLVD. #93

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597

3-27-86

00021

TAKE NOTICE THAT ON 11/11/86, 1986 at one o'clock  
(1:00) p.m., or as soon thereafter as counsel may be heard, the  
undersigned will move this Court for judgment against you for the sum of  
\$ 451.00 and reasonable attorney's fees and Court costs, and for  
possession of the premises located at the address shown in the within  
Affidavit, due by you for reason of nonpayment of rent due and owing on  
said premises for the month(s) of March,  
1986.

I certify that I mailed a copy of this  
pleading to the Defendant(s).

MMOP  
Of Counsel 3/14/86  
Date

STATE OF VIRGINIA  
City of Portsmouth, to-wit:

AFFIDAVIT

THIS DAY, personally appeared before me, a Notary Public in and  
for the City and State aforesaid, the undersigned, who, after being duly  
sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), Renee Anita Cuevas

are indebted to the plaintiff in the sum of  
\$ 451.00 justly due under their lease of the premises located  
at 6062 Churchland Blvd #86, Portsmouth, Virginia  
23703, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this  
14th day of March, 1986

Yamara Gonzales  
Authorized Agent  
Deane Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment  
may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s)  
in the sum of \$                      with interest at 12% per annum thereon from  
date                      until paid, plus \$                      attorney's fees and \$                       
Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8504670

GEORGETOWN SQUARE

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs RENE E ANITA CUEVAS

Serve: 6062 CHURCHLAND BLVD. #86

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597

3-27-86

00022

(1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 429.00 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

M. D. Paine  
Of Counsel  
Date 3/14/86

STATE OF VIRGINIA  
City of Portsmouth, to-wit:

AFFIDAVIT

Plaintiff

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s) LLOYD E. WALKER AKA Lloyd E. Walker Jr. SYLVIA B. WALKER are indebted to the plaintiff in the sum of \$ 429.00 justly due under their lease of the premises located at 736 CHEROKEE ROAD #6E Portsmouth, Virginia 23701, which premises defendant(s) detain(s).
3. That proper notice has been given.

vs  
A/K/A LLOYD E. WALKER  
AND LLOYD E. WALKER, JR.  
Serve: SYLVIA B. WALKER  
736 CHEROKEE RD. #6E

Portsmouth, VA 23701

Subscribed and sworn to before me this  
6 day of MARCH, 1986

Eleanor Daugherty  
Authorized Agent  
Queen Carter  
Notary Public

Defendant(s)

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604669

CHEROKEE

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597

3-27-86

00023

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 401.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

M. D. Pine 3/14/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), Janet J. Veal &

Jonny Harvey Ward are indebted to the plaintiff in the sum of \$ 401.50 justly due under their lease of the premises located at 749 Dunedin Rd. #21F Portsmouth, Virginia 23701, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 6 day of March, 1986

Eleanor J. Daugherty  
Authorized Agent  
Chene Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604668

CHEROKEE

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs  
AND JANET J. VEAL  
TONY HARVEY WARD

Serve: 749 DUNEDIN RD. #21F

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597

3-27-86

00024



TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 390.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

MMORing  
Of Counsel  
3/14/86  
Date

STATE OF VIRGINIA  
City of Portsmouth, to-wit:

AFFIDAVIT

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), SHANNON ASSOCIATES, INC.  
BY ROBERT T. BOYLE are indebted to the plaintiff in the sum of \$ 390.50 justly due under their lease of the premises located at 704 Cherokee RD. #2 A Portsmouth, Virginia 23701, which premises Robert T. Boyle, its President, detains.

3. That proper notice has been given.

Subscribed and sworn to before me this  
6 day of MARCH, 1986

My Commission Expires: March 5, 1989

Eleanor J. Daugherty  
Authorized Agent  
Deane Carter  
Notary Public

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$                      with interest at 12% per annum thereon from date until paid, plus \$                      attorney's fees and \$                      Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8504665

CHEROKEE

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs SHANNON ASSOCIATES, INC.

Serve: JAMES CARNEY HAWKS, REG. AGEN  
419 LONDON BLVD.

Portsmouth, VA 23704

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
3-27-86

00025

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 368.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

W. M. B. R. E. 3/14/86  
Of Counsel Date

STATE OF VIRGINIA  
City of Portsmouth, to-wit:

AFFIDAVIT

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), PAULA G. LASSITER

are indebted to the plaintiff in the sum of \$ 368.50 justly due under their lease of the premises located at 751 DUNEDIN RD. #20E Portsmouth, Virginia 23701, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 6 day of March, 1986

My Commission Expires: March 5, 1989

Deborah J. Daugherty  
Authorized Agent  
Deane Carter  
Notary Public

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604663

CHEROKEE

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs PAULA G. LASSITER

Serve: 751 DUNEDIN RD. #20E

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
3-27-86

00026

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 402.00 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

W. H. Moore 3/14/86  
Of Counsel Date

STATE OF VIRGINIA  
City of Portsmouth, to-wit:

AFFIDAVIT

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), TONY COLDEN

are indebted to the plaintiff in the sum of \$ 402.00 justly due under their lease of the premises located at 745 DUNEDIN ROAD #23G Portsmouth, Virginia 23701, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 6 day of MARCH, 1986

Eleanor J. Daugherty  
Authorized Agent  
Deane Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604661

CHEROKEE

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs TONY COLDEN

Serve: 745 DUNEDIN RD. #23G

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
3-27-86

00027

711 Crawford St.

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 407.00 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

W. M. D. Prime 3/14/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), JULIETTE ARLINE

are indebted to the plaintiff in the sum of \$ 407.00 justly due under their lease of the premises located at 1032 Cherokee Road # SE Portsmouth, Virginia 23701, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 6th day of March, 1986

Victoria A. Dineen  
Authorized Agent  
Queen Carter  
Notary Public

My Commission Expires: March 5, 1989

## WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604681

## HODGES MANOR

GREAT ATLANTIC MANAGEMENT CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs JULIETTE ARLINE

Serve: 1032 CHEROKEE RD. #5E

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENTMARSHALL, BLALOCK, GARNER &  
MILLNER

P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597

3-27-86

00028

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 379.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

W. H. O'Neil  
Of Counsel      3/14/86  
Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), Deborah Bowden and Lynn Baldwin are indebted to the plaintiff in the sum of \$ 379.50 justly due under their lease of the premises located at 918 Chumley Road #14G Portsmouth, Virginia 23701, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 6th day of MARCH, 1986

Rose Cayle  
Authorized Agent  
Drew Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604684

MANOR VIEW

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs      DEBORAH BOWDEN  
AND      LYNN BALDWIN

Serve: 918 CHUMLEY RD. #14G

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
3-27-86

00029

TAKE NOTICE THAT on MARCH 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 379.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

W. M. Jones  
Of Counsel      3/14 1986  
Date

STATE OF VIRGINIA

City of Portsmouth, to-wit:

AFFIDAVIT

THIS DAY, personally appeared before me; a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), MILTON EDWARDS AND MYRA D. POWELL are indebted to the plaintiff in the sum of \$ 379.50 justly due under their lease of the premises located at 928 CHUMLEY ROAD #9H Portsmouth, Virginia 23701, which premises defendant(s) detain(s).
3. That proper notice has been given.

Subscribed and sworn to before me this 6th day of MARCH, 1986

My Commission Expires: March 5, 1989

Rose Coyle  
Authorized Agent  
Diane Carter  
Notary Public

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604685

MANOR VIEW

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs  
MILTON EDWARDS  
AND MYRA D. POWELL

Serve: 928 CHUMLEY RD. #9H

Portsmouth, VA 23702

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
3-27-86

00030



TAKE NOTICE that on 11 MARCH 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 434.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

M. M. Paine 3/14/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), JACK HARRIS AND SHIRLEY F. HARRIS are indebted to the plaintiff in the sum of \$ 434.50 justly due under their lease of the premises located at 936 CHUMLEY ROAD #5C Portsmouth, Virginia 23701, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 6th day of MARCH, 1986

Rose Coyle  
Authorized Agent  
Deane Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604687

MANOR VIEW

GREAT ATLANTIC MANAGEMENT CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs JACK HARRIS  
AND SHIRLEY F. HARRIS

Serve: 936 CHUMLEY RD. #5C

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597

3-27-86

00031

TAKE NOTICE that on MARCH 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 418.00 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

W. M. Paine 3/14/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), CHESTER Z. MASON, JR.

are indebted to the plaintiff in the sum of

\$ 418.00 justly due under their lease of the premises located at 942 CHUMLEY ROAD #3H Portsmouth, Virginia 23701, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 6th day of MARCH, 1986

My Commission Expires: March 5, 1989

Rose Caylor  
Authorized Agent  
W. M. Paine  
Notary Public

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604089

MANOR VIEW

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs CHESTER Z. MASON, JR.

Serve: 942 CHUMLEY RD. #3H

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597

3-27-86

00032

711 Crawford St.  
TAKE NOTICE that on March 28, 1986 at one o'clock  
(1:00) p.m., or as soon thereafter as counsel may be heard, the  
undersigned will move this Court for judgment against you for the sum of  
\$ 407.00 and reasonable attorney's fees and Court costs, and for  
possession of the premises located at the address shown in the within  
Affidavit, due by you for reason of nonpayment of rent due and owing on  
said premises for the month(s) of March,  
1986.

I certify that I mailed a copy of this  
pleading to the Defendant(s).

M. M. Paine  
Of Counsel

3/14/86  
Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and  
for the City and State aforesaid, the undersigned, who, after being duly  
sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), LYN EARL PALMER +  
KAREN ELAINE JOHNSON are indebted to the plaintiff in the sum of  
\$ 407.00 justly due under their lease of the premises located  
at 1034 Cherokee Road # 4G Portsmouth, Virginia  
23701, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this  
6<sup>th</sup> day of March, 1986

Victoria A. Palmer  
Authorized Agent  
Diene Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment  
may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s)  
in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from  
date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_  
Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604690

HODGES MANOR

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff.

vs  
AND LYN EARL PALMER  
KAREN ELAINE JOHNSON

Serve: 1034 CHEROKEE RD. #4G

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
3-27-86

00033

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 379.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

M. M. P. Rouse  
Of Counsel

3/14/86  
Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), YOLANDE B. RICKS

are indebted to the plaintiff in the sum of

\$ 379.50 justly due under their lease of the premises located

at 920 Chumley Road #13C Portsmouth, Virginia

23701, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this

6th day of March, 1986

My Commission Expires: March 5, 1989

Rose Cayle  
Authorized Agent

Diane Carter  
Notary Public

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604692

MANOR VIEW

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs. YOLANDE B. RICKS

Serve: 920 CHUMLEY RD. #13C

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597

3-27-86

00034

711 Crawford St.

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 401.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

M. M. Paine 3/14/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), VANESSA BROOKS

are indebted to the plaintiff in the sum of \$ 401.50 justly due under their lease of the premises located at 629 Dunedin Rd. #36-A Portsmouth, Virginia 23701, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 6th day of March, 1986

Edward J. Winiarski  
Authorized Agent  
Diane Carter  
Notary Public

My Commission Expires: March 5, 1989

## WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR ☐ Named Defendant ☐ Non-Suit ☐ Dismissed  
☐ Defendant(s) present ☐ Yes ☐ No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604694PARK EAST

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs VANESSA BROOKS

Serve: 629 DUNEDIN RD. #36A

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER

P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597

3-27-86

00035

711 Crawford St.  
 TAKE NOTICE that on March 28, 1986 at one o'clock  
 (1:00) p.m., or as soon thereafter as counsel may be heard, the  
 undersigned will move this Court for judgment against you for the sum of  
 \$ 341.00 and reasonable attorney's fees and Court costs, and for  
 possession of the premises located at the address shown in the within  
 Affidavit, due by you for reason of nonpayment of rent due and owing on  
 said premises for the month(s) of March,  
 1986.

I certify that I mailed a copy of this  
 pleading to the Defendant(s).

MAAD Ponce  
 Of Counsel  
3/14/86  
 Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and  
 for the City and State aforesaid, the undersigned, who, after being duly  
 sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), LAWRENCE E. DARDEN  
Paula J. DARDEN are indebted to the plaintiff in the sum of  
 \$ 341.00 justly due under their lease of the premises located  
 at 637 DUNEDIN RD #33-E Portsmouth, Virginia  
23701, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this  
6th day of March, 1986

Beverly J. Wimmer  
 Authorized Agent  
Deane Carter  
 Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment  
 may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s)  
 in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from  
 date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_  
 Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604696

PARK EAST

GREAT ATLANTIC MANAGEMENT  
 CO., INC.  
 T/A Great Atlantic Agency  
 2600 Washington Avenue  
 Newport News, VA 23607

Plaintiff.

vs  
 AND

LAWRENCE E. DARDEN  
 PAULA J. DARDEN

Serve: 637 DUNEDIN RD. #33E

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
 MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
 MILLNER  
 P. O. Box 36  
 Newport News, VA 23607  
 247-6673 / 622-6446  
 Attorneys for the Plaintiff

1945597  
 3-27-86

00036

711 Crawford St.

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 434.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

W. M. Paine 3/14/86  
Of Counsel Date

DOCKET NO. V8604697PARK EAST

GREAT ATLANTIC MANAGEMENT CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

STATE OF VIRGINIA

## AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), ROBIN DAVIS; FRANK DAVIS

are indebted to the plaintiff in the sum of \$ 434.50 justly due under their lease of the premises located at 619 DUNEDIN RD. # 41-H Portsmouth, Virginia 23701, which premises defendant(s) detain(s).

3. That proper notice has been given.

VS  
AND

ROBIN DAVIS  
FRANK DAVIS

Serve: 619 DUNEDIN RD. #41H

Portsmouth, VA 23701

Defendant(s)

Subscribed and sworn to before me this 14th day of March, 1986

Authorized Agent

My Commission Expires: March 5, 1989

Notary Public

## WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

MARSHALL, BLALOCK, GARNER & MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
3-27-86

00037

711 Crawford St.

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 379.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

MM Fine 3/14/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), DAVID B. JENKINS & LYNN M. RIDLEY are indebted to the plaintiff in the sum of \$ 1319.50 justly due under their lease of the premises located at 629 DUNEDIN RD. #36-C Portsmouth, Virginia 23701, which premises defendant(s) detain(s).
3. That proper notice has been given.

Subscribed and sworn to before me this 10th day of March, 1986

My Commission Expires: March 5, 1989

Bessie J. Wmewski  
Authorized Agent  
Diane Carter  
Notary Public

## WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604699

## PARK EAST

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

VS  
AND

DAVID B. JENKINS  
LYNN M. RIDLEY

Serve: 629 DUNEDIN RD. #36C

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597

3-27-84

00038



711 Crawford St.

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 379.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

M. M. Paine 3/14/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), Robert S. Luther; Betty Luther are indebted to the plaintiff in the sum of \$ 379.50 justly due under their lease of the premises located at 639 DUNEDIN RD. #31-C Portsmouth, Virginia 23701, which premises defendant(s) detain(s).
3. That proper notice has been given.

Subscribed and sworn to before me this 14th day of March, 1986

My Commission Expires: March 5, 1989

Bernice J. Finowski  
Authorized Agent  
Diane Carter  
Notary Public

## WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604700PARK EAST

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs  
AND

ROBERT S. LUTHER  
BETTY LUTHER

Serve: 639 DUNEDIN RD. #31C

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597

3-27-86

00039

711 Crawford St.

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 368.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

IMMOP 3/14/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), John Mobley + Elaine Bryant are indebted to the plaintiff in the sum of \$ 368.50 justly due under their lease of the premises located at 641 DUNEDIN RD #30 F Portsmouth, Virginia 23701, which premises defendant(s) detain(s).
3. That proper notice has been given.

Subscribed and sworn to before me this 6 day of March, 1986

My Commission Expires: March 5, 1989

Kellie M. Alexander  
Authorized Agent  
Diane Carter  
Notary Public

## WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604701PARK EAST

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs  
ANDJOHN MOBLEY  
ELAINE BRYANT

Serve: 641 DUNEDIN RD. #30F

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENTMARSHALL, BLALOCK, GARNER &  
MILLNER

P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597

3-27-86

00040

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 379.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

M. Paine 3/14/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), BARBARA J. VINES

are indebted to the plaintiff in the sum of \$ 379.50 justly due under their lease of the premises located at 617 DUNEDIN RD. #42-D Portsmouth, Virginia 23701, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 14th day of March, 1986

Bruce J. Womack  
Authorized Agent  
Diane Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604704

PARK EAST

GREAT ATLANTIC MANAGEMENT CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs BARBARA J. VINES

Serve: 617 DUNEDIN RD. #42D

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER & MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
3-27-82

00041

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 412.50 and reasonable attorney's fees and Court costs; and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

MMR 3/14/86  
Of Counsel Date

STATE OF VIRGINIA  
City of Portsmouth, to-wit:

AFFIDAVIT

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), Teresa Adams

are indebted to the plaintiff in the sum of \$ 412.50 justly due under their lease of the premises located at 3796 E. Towne Point Road Portsmouth; Virginia 23703, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 6th day of March, 1986

Robert Thomas  
Authorized Agent  
Debra Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604706

PEACHTREE

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs TERESA ADAMS

Serve: 3796-E TOWNE POINT RD.

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597

3-27-86

00042

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 423.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

M. M. Paine 3/14/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), John L. Boyd and Gail Hardy-Boyd are indebted to the plaintiff in the sum of \$ 423.50 justly due under their lease of the premises located at 3808 B Towne Point Road Portsmouth, Virginia 23703, which premises defendant(s) detain(s).
3. That proper notice has been given.

Subscribed and sworn to before me this 6th day of March, 1986

Robert L. Thomas  
Authorized Agent  
Deane Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604707

PEACHTREE

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs JOHN L. BOYD  
AND GAIL HARDY-BOYD

Serve: 3808-B TOWNE POINT RD.

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

19455-97  
3-27-86

00043

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 396.00 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

Wm. E. [Signature] 3/14/86  
Of Counsel Date

STATE OF VIRGINIA  
City of Portsmouth, to-wit:

AFFIDAVIT

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), Benny Coles, are indebted to the plaintiff in the sum of \$ 396.00 justly due under their lease of the premises located at 3788 H Towne Point Road Portsmouth, Virginia 23703, which premises defendant(s) detain(s).
3. That proper notice has been given.

Subscribed and sworn to before me this 6th day of March, 1986

Robert L. Thomas  
Authorized Agent  
Diane Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR ☐ Named Defendant ☐ Non-Suit ☐ Dismissed  
☐ Defendant(s) present ☐ Yes ☐ No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604708

PEACHTREE

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs BENNY COLES

Serve: 3788-H TOWNE POINT RD.

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
3-27-86

00044

TAKE NOTICE that on March 28, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 412.50 and reasonable attorney's fees and Court costs; and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

MM Prince  
Of Counsel  
3/14 1986  
Date

STATE OF VIRGINIA  
City of Portsmouth, to-wit:

AFFIDAVIT

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), Curtis Cook and Gwendolyn Cook are indebted to the plaintiff in the sum of \$ 412.50 justly due under their lease of the premises located at 3794 B Towne Point Road Portsmouth; Virginia 23703, which premises defendant(s) detain(s).
3. That proper notice has been given.

Subscribed and sworn to before me this 6th day of MARCH, 1986

Robert A. Thomas  
Authorized Agent  
Deane Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT--FOR-- Named Defendant ☐ Non-Suit ☐ Dismissed ☐  
Defendant(s) present ☐ Yes ☐ No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8504709

PEACHTREE

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs  
CURTIS COOK  
AND GWENDOLYN COOK

Serve: 3794-B TOWNE POINT RD.

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
3-27-86

00045

undersigned will move this Court for judgment against you for the sum of \$ 412.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

W. M. B. Jr. 3/14/86  
Of Counsel Date

STATE OF VIRGINIA  
City of Portsmouth, to-wit:

AFFIDAVIT

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), Bryant Thomas

are indebted to the plaintiff in the sum of

\$ 412.50 justly due under their lease of the premises located at 3832-A Towne Point Road Portsmouth, Virginia 2370, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 6th day of March, 1986

Robert Thomas  
Authorized Agent  
W. M. B. Jr.  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604711

PEACHTREE

GREAT ATLANTIC MANAGEMENT  
CO., INC..  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs BRYANT THOMAS

Serve: 3832-A TOWNE POINT RD.

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597

3-27-80

00046



(1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 434.50 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of March, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

W. M. Carter 3/14/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), Linda L. Smith

are indebted to the plaintiff in the sum of \$ 434.50 justly due under their lease of the premises located at 6623 Bickford Lane #202 Portsmouth, Virginia 23703, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this 6th day of MARCH, 1986

William D. Proppell  
Authorized Agent  
Deane Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ 434.50 with interest at 12% per annum thereon from date until paid, plus \$        attorney's fees and \$        Court costs and possession of the above-described premises.

Date Entered

Judge

DOCKET NO. V8604724

THE VILLAS

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs LINDA L. SMITH

Serve: 6623 BICKFORD LANE #202

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

1945597  
3-27-86

00047

1 VIRGINIA: IN THE GENERAL DISTRICT COURT (CIVIL DIVISION) OF  
2 THE CITY OF PORTSMOUTH

3 -----  
4 IN RE: Hearing of )  
5 Mrs. Marion M. O. Paine :  
6 and Mr. B. M. Millner )  
7 -----

8  
9 PROCEEDINGS TAKEN BEFORE: The Honorable Archie  
10 Elliot, Jr., Judge

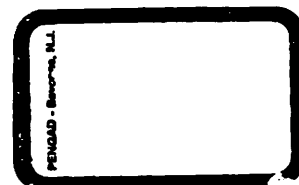
11 April 7, 1986

12 1:00 p.m.

13  
14  
15  
16  
17  
18 APPEARANCES: MESSRS. MARSHALL, BLALOCK, GARNER &  
MILLNER

19 By Mrs. Marion M. O. Paine and  
20 Mr. B. M. Millner,  
21 Attorneys appearing in their own  
22 behalf

23 00048



1 MR. MILLNER: May it please the Court, Your Honor,  
2 my name is B. M. Millner. I am with the firm of Marshall,  
3 Blalock, Garner and Millner. Mrs. Paine, who is standing to  
4 my right, is an associate with our firm.

5 For some time we have handled the collection work  
6 for Great Atlantic. I understand that at a prior hearing  
7 that you directed and ordered Mrs. Paine to be here today; no  
8 later than today to have checks to tenants that had voluntarily  
9 paid their delinquent rents for the month of March; and that  
10 there was no opportunity to appeal Your Honor's ruling. It  
11 was simply be here today with these checks and certify that  
12 they are the correct ones or we would be in contempt of court.  
13 So what -- is that basically what -- have I understood what  
14 Your Honor ordered and directed?

15 THE COURT: It is in the ballpark.

16 MR. MILLNER: All right, sir.

17 THE COURT: I did not order her to be here.

18 MR. MILLNER: All right, sir.

19 THE COURT: I told her to have checks here by  
20 today --

21 MR. MILLNER: All right. Well, Your Honor, --

22 THE COURT: -- reimbursing those tenants for  
23 attorney's fees who had paid her attorney's fees after cases  
24 had been filed in this Court and this Court had not awarded  
25 attorney's fees --

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1 MR. MILLNER: All right, sir.

2 THE COURT: -- and the Court had not decided how  
3 much a reasonable attorney's fee would be.

4 MR. MILLNER: All right, sir. Your Honor, the  
5 cases, I think, had been dismissed from the docket.

6 THE COURT: No. I would dismiss the cases from  
7 the docket.

8 MR. MILLNER: You would dismiss the cases from  
9 the docket?

10 THE COURT: Not until I dismiss them will they be  
11 dismissed.

12 MR. MILLNER: Dismissed. All right. Well, Your  
13 Honor, respectfully we would say to the Court that the Court  
14 simply does not have jurisdiction to make an Order directing  
15 the repayment of the twenty-five dollars.

16 THE COURT: Well, I feel that I have juris -- I  
17 feel that she had no jurisdiction or no right to accept or  
18 require payment of an attorney's fee, which is reasonable  
19 according to a contract, when the suit papers have been filed  
20 and she accepts the fee and she determines how much the fee  
21 will be. I feel that she did not have that right; that the  
22 Court has the only right to determine how much a reasonable  
23 attorney's fee will be, not the attorney.

24 MR. MILLNER: All right.

25 THE COURT: She decided twenty-five dollars. I did

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1 not decide that.

2 MR. MILLNER: All right. Your Honor, by way of  
3 further exception to Your Honor's ruling and direction we have  
4 not had really an opportunity to have a hearing before Your  
5 Honor. I think that if the Court would continue the matter  
6 we will be pleased to come in and to show the system and how  
7 it works. It actually originated --

8 THE COURT: The Court's position at this point is  
9 until five o'clock today --

10 MR. MILLNER: All right, sir.

11 THE COURT: -- if she does not bring in that  
12 twenty-five dollar check per client --

13 MR. MILLNER: All right, sir.

14 THE COURT: -- that she accepted it from, or she  
15 arbitrarily chose to charge twenty-five dollars per person;  
16 if she does not return those checks to be reimbursed to them,  
17 unless the Court determines how much a reasonable fee will be  
18 -- unless she does that by five o'clock today I will hold her  
19 in contempt of court with a possible fine of fifty dollars  
20 and ten days in jail on each charge. That is exactly what I  
21 told her.

22 MR. MILLNER: All right, sir. And would Your Honor  
23 permit us to appeal that ruling?

24 THE COURT: Yes, sir, but only after -- she cannot  
25 appeal it until she violates the Court's Order. The Court's

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1 Order is that she have within to this Court by five o'clock  
2 today --

3 MR. MILLNER: So -- but --

4 THE COURT: -- money to reimburse those clients,  
5 when I did not decide that they owed attorney's fees.

6 MR. MILLNER: All right. So Your Honor has us in  
7 the position of we think that the Order you are entering is  
8 completely beyond the jurisdiction of this Court.

9 THE COURT: That is --

10 MR. MILLNER: And I would respectfully request the  
11 Court -- Mrs. Paine works for me and I am the one that  
12 collected it. And I would like -- my name is B. M. Millner --  
13 to substitute me in the place of Mrs. Paine, because I am the  
14 one that collected it. And, if you would, --

15 THE COURT: That was not my Order.

16 MR. MILLNER: All right, sir.

17 THE COURT: My Order was to her as an attorney.

18 MR. MILLNER: All right, sir.

19 THE COURT: And she is an attorney and she asked  
20 for attorney's fees. That is the Court's Order.

21 MR. MILLNER: All right, sir. I am simply pointing  
22 out to the Court that we do not have an opportunity to appeal  
23 your ruling and the only choice we have is to pay to this  
24 Court each check for twenty-five dollars, which I now tender  
25 to the Court, reserving all objections and exceptions,

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1 together with a certification that these are the ones that  
2 were in that category for the month of March.

3 THE COURT: Okay.

4 MR. MILLNER: And, Your Honor, I have never said  
5 this to a court before, but I think that Your Honor is so  
6 wrong in this matter.

7 THE COURT: Just so happens I will not make a  
8 comment.

9 MR. MILLNER: All right, sir. And I just would  
10 respectfully request the right to have a hearing; the  
11 opportunity to present evidence to show what we have done.  
12 It is not unlike, Your Honor, a note collection.

13 THE COURT: You have the right to appeal.

14 MR. MILLNER: All right, sir.

15 THE COURT: All you have to do is appeal all of  
16 those cases where I gave -- I dismissed it and returned the  
17 attorney's fee, or whichever cases you wish to appeal.

18 MR. MILLNER: All right, sir. Well, Your Honor,  
19 those cases have really, as I understand it, been dismissed.  
20 So they are not on the docket. The only thing we can do is  
21 to proceed directly against this Court. That is the only  
22 avenue that we --

23 THE COURT: Well, proceed directly against the  
24 Court.

25 MR. MILLNER: All right. And I regret it. I wish

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1 there was something else that we could do. I wish that we  
2 could have the opportunity to explain what we do, Your Honor,  
3 so that the whole -- so that you would understand what we are  
4 doing.

5 THE COURT: She had that opportunity the last time  
6 and she didn't explain it. The Court feels that I have already  
7 made my ruling as to why. So there is no need to go back into  
8 that anymore.

9 MR. MILLNER: Thank you, Your Honor. But as I  
10 understand it there is nothing further that you want us to do.

11 THE COURT: Nothing further. It is up to you to do  
12 whatever you feel you have to do at this point.

13 MR. MILLNER: May I inquire as to what will happen  
14 with those checks?

15 THE COURT: I will send them back to each person  
16 who she accepted attorney's fees for when I didn't award it.

17 MR. MILLNER: All right. And would Your Honor  
18 withhold it until we have the opportunity to go to the Circuit  
19 Court to request appropriate relief there?

20 THE COURT: How long do you want to withhold it?

21 MR. MILLNER: We would request that you withhold it  
22 for ten days in order that we may --

23 THE COURT: We'll withhold it for ten days and then  
24 we'll send them to the individuals who paid them.

25 MR. MILLNER: Thank you, Your Honor.

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1 THE COURT: And just for the record the Court's  
2 opinion is, until I find that I am wrong, that once a suit has  
3 been filed in this Court and the contract calls for a reasonable  
4 attorney's fee that I or the Court will set the reasonable  
5 attorney's fee. The attorney will not arbitrarily pick a  
6 twenty-five dollar fee or fifty dollar fee and make the  
7 defendant pay that fee upon subject to dismissal. That is  
8 the Court's policy. And if I am wrong, I am wrong. If  
9 somebody tells me I am wrong I will gladly change it, but  
10 until then that is the ruling of the Court.

11 MR. MILLNER: Thank you for hearing us, Your  
12 Honor.

13 THE COURT: Okay.

14 (Whereupon, the hearing was adjourned.)  
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## REPORTER'S CERTIFICATE

COMMONWEALTH OF VIRGINIA

CITY OF PORTSMOUTH, to-wit:

I, Teresa Carlisle, a Certified Shorthand Reporter, certify that the foregoing is, to the best of my ability, a correct transcription of the proceedings had before The Honorable Archie Elliot, Jr., Judge, taken in the General District Court, Civil Division, of the City of Portsmouth, Virginia on April 7, 1986.

  
Court Reporter

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VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF PORTSMOUTH

GREAT ATLANTIC MANAGEMENT COMPANY,  
INC., t/a GREAT ATLANTIC AGENCY,

Petitioner,

v.

ARCHIE ELLIOT JR., Judge, and GENERAL  
DISTRICT COURT, CITY OF PORTSMOUTH  
VIRGINIA,

Respondents.

DEMURRER

Comes now defendants, the Honorable Archie Elliot, Jr. and the General District Court for the City of Portsmouth, represented by the Attorney General of Virginia, pursuant to § 2.1-121 of the Code of Virginia, (1950) as amended, and demur to the Petition for a Writ of Prohibition filed against them for the following reasons:

1. The trial court has subject matter jurisdiction to determine the reasonableness of the attorney fees petitioner may collect in an action under Va. Code § 55-248.31.

2. Entry of a voluntary non-suit does not deprive the trial court of jurisdiction to determine the reasonableness of attorney fees.

3. The trial court did not exceed its subject matter jurisdiction in ordering petitioner to reimburse the attorney fees by depositing them into the court under threat of contempt.

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EXHIBIT 5

4. Petitioner has an alternative remedy in the nature of an appeal on the merits of the trial court's ruling.

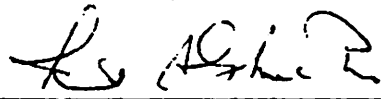
5. The writ of Prohibition is not a substitute for an appeal.

6. Prohibition will not lie to rescind completed judicial acts.

WHEREFORE, the defendants respectfully move the Court to dismiss the petition and to award them attorney's fees and costs expended in the defense of this action.

Respectfully submitted,

ARCHIE ELLIOT, JR., Judge and  
GENERAL DISTRICT COURT, CITY  
OF PORTSMOUTH, VIRGINIA

By:   
Counsel

Mary Sue Terry  
Attorney General of Virginia

James T. Moore, III  
Senior Assistant Attorney General

Neil A. G. McPhie  
Assistant Attorney General

Office of the Attorney General  
101 North Eighth Street  
Richmond, Virginia 23219  
(804) 786-0081

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Demurrer was hand-delivered this 23rd day of April, 1986, to Robert M. Millner, Esquire, attorney for petitioner.

Let Agh Ti

A227-P657

1 VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH

2  
3 GREAT ATLANTIC MANAGEMENT COMPANY, :  
INC. :

4 t/a GREAT ATLANTIC AGENCY, :

5 Petitioner, :

6 vs. :

7 ARCHIE ELLIOTT, JR., JUDGE :

8 GENERAL DISTRICT COURT :

CITY OF PORTSMOUTH, :

9 Respondent. :

10  
11 TAKEN BEFORE: The Honorable William H. Oast, Jr., Judge

12 April 23, 1986

13 9:30 A.M.

14 Portsmouth, Virginia

15  
16 APPEARANCES: Marshall, Blalock, Garner & Millner,  
17 by B.M. Millner, Esquire,  
18 on behalf of the petitioner.

19 Messrs. Neil A.G. McPhie and  
20 James T. Moore,  
Office of the Attorney General  
on behalf of the respondent.

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1 MR. MCPHIE: Judge, if I may introduce myself. I'm  
2 Neil McPhie from the Attorney General's office, sir. I'm  
3 going to represent Judge Elliott and Senior Assistant  
4 Attorney General Jim Moore.

5 THE COURT: Good to have you with us.

6 You gentlemen haven't filed an answer. Are you all  
7 ready to go?

8 MR. MCPHIE: Judge, I just prepared this demurrer.  
9 I'll tender this to the Court at this time.

10 THE COURT: Judge Elliott, I'm glad to see you didn't  
11 send a boy to do a man's job today. I'm seeing the whole  
12 file for the first time. If they had to appeal each case  
13 then that would take a long drawn out procedure. Let's  
14 get this settled once and for all. If every time Judge  
15 Elliott tells them to give them back \$25 they have to appeal,  
16 they'll be in court the rest of their lives.

17 I think we have got to do something and do it now,  
18 and it's been a while since I have read it, but there's a  
19 case that says if attorney's fees are called for in the  
20 contract I don't think the Court's got any discretion.

21 MR. MILLNER: That's exactly correct, Your Honor.

22 THE COURT: But you can cite the case I guess, but  
23 it's not that new. It's about 10 or 11 years old I think,  
24 but it says if it's in the contract --

25 MR. MILLNER: We have a West Virginia case.

THE COURT: I'm talking about a Virginia case.

1 MR. MILLNER: Judge, we are the petitioner. I'm  
2 ready to proceed.

3 THE COURT: I'm going to overrule the demurrer. I  
4 want to get this thing settled once and for all and the  
5 demurrer is just going to delay it. If you're all ready  
6 to go today we'll go today. We'll put you all first. You  
7 came down from Richmond. I'm ready to roll.

8 MR. MCPHIE: If I might object. It seems to me the  
9 Court is reacting to the underlying legal issue.

10 THE COURT: Maybe I'm overreacting, but I think it's  
11 a situation we have got to get straightened out.

12 MR. MCPHIE: I'm not saying you are overreacting.  
13 I think the court is reacting to the underlying legal  
14 question in this case which is whether or not a judge has  
15 the authority to determine a reasonableness of fees in this  
16 factual situation.

17 THE COURT: Show him the case. The case is right  
18 on point I think.

19 MR. MCPHIE: But Judge I've got to deal with what  
20 I have filed. Procedurally we have a Writ or Prohibition.

21 THE COURT: I know you do, but I still say if they  
22 have got to appeal each case then somebody in the Supreme  
23 Court is going to have to tell me they have to do that.  
24 I don't think that's fair to anybody that we have to look  
25 at it in more than one way. And every time Judge Elliott



1 says give back the fee and they say no, where are we getting?

2 MR. MCPHIE: I don't believe it serves anybody's  
3 time to keep this thing going on. I think we have got to  
4 get to the legal question, but I don't think we can get  
5 the legal question on this specific motion that's before  
6 the Court. My suggestion is the Court has jurisdiction to  
7 hear these kinds of cases, therefore, that should answer  
8 the question as to whether or not Prohibition, where it will  
9 lie. I believe there's a serious question as to whether or  
10 not Mr. Millner's group has preserved the appellate right  
11 of review in this fact with the context by having these  
12 cases nonsuited. However, if the Court wants to get to the  
13 bottom line legal question I think we should do so, but I  
14 think the appropriate behavior would be to sustain the  
15 demurrer as to the precise precedent from the Court at this  
16 time which is the Writ of Prohibition and then let's set up  
17 the mechanism to get to the legal issue that underlies this  
18 case.

19 MR. MILLNER: Basic question, Judge, is, they say we  
20 have some right of appeal. We don't have any right of appeal.  
21 Judge Elliott ordered Miss Pain to make refunds of \$25 and  
22 it turned out to be 24 cases, and she wasn't even a party  
23 to the suit. Now what had happened is an unlawful detainer  
24 had been brought and under the contract as, Your Honor has  
25 correctly stated, there is a provision in the lease agreement

1 providing for attorneys' fees. Now what happened is it's  
2 referred to us for institution of the unlawful detainer  
3 action. Then the tenant and the landlord get together and  
4 voluntarily settle the matter and the tenant pays. At this  
5 point the tenant is more than 10 days delinquent and the  
6 tenant agrees to pay the basic rent. They pay the late  
7 charge and the tenant says -- and by this time Great Atlantic  
8 owes us \$25 for having brought the suit plus court costs.  
9 So they work out a contract between themselves and the land-  
10 lord says if you will pay me all those things I'll nonsuit  
11 the case.

12 Judge, it's so basic. It's done every day. I  
13 represent banks. I represent savings and loans. I've done  
14 divorce work and we go in and we settle it. I've done it  
15 with attorneys involved, attorneys not involved and it's  
16 so basic. It's settlement. It's favored by the Court  
17 and so what has happened is the landlord and the tenant  
18 were not a party to it. They've gone in and reached a  
19 settlement and we come in and the final step is for us to  
20 nonsuit the case because we are not owed any money, our  
21 clients are not owed any money anymore. So that has been  
22 done.

23 Now I think the key thing is a misconception by  
24 His Honor, Judge Elliott, where he says and just for the  
25 record the Court's opinion is: "Until I find I'm wrong that

1 once a suit has been filed in this court and the contract  
2 calls for a reasonable attorney's fees that I or the court  
3 will set the reasonable attorneys' fee. The attorney will  
4 not arbitrarily pick a \$25 fee or \$50 fee and make the  
5 defendant pay that fee upon subject to dismissal. That's  
6 the Court's policy and if I'm wrong, I'm wrong. If some-  
7 body tells me that I'm wrong, I'll gladly change it, but  
8 until then that's the ruling of this Court.

9 So, Your Honor, we think that's a misconception of  
10 the law and I don't know how many cases Your Honor has  
11 heard in the last month that have been settled and the  
12 attorneys I dare say in 25 to 50 percent of them have  
13 worked out some deal for attorneys' fees, certainly in the  
14 domestic relations situation, certainly in the payment of  
15 those. It's just a common customary ordinary thing. It's  
16 the way we practice law.

17 And how many times, Your Honor, have you corrected  
18 something and the Court can't then go and entail you not  
19 to do it. So it's not only is His Honor wrong on that  
20 basic premise and we have no doubt that he said that if the  
21 Court tells him to do otherwise he will do that. He is a  
22 fine judge and of course I feel very concerned because  
23 we'll be in his court hopefully for the rest of my life  
24 unless he gets elevated and we hope to be in the circuit  
25 court or the supreme court or wherever he is because we enjoy

\* \* \* \* \*

THE COURT: I thought you were going to bring an action to put him in jail. I have been trying to get him for a long while.

MR. MILLNER: You --

THE COURT: What we are talking about, we had a chance meeting in the hallway. I'm sort of strange, but I see people lost in the building and I always answer the phone. When I see people lost I try to straighten them out.

MR. MILLNER: We think His Honor Judge Elliott is wrong basically, but secondly we have nothing to appeal. The order was to Miss Pain.

\* \* \* \* \*

1 practicing before him and I feel very reluctant --

2 THE COURT: I thought you were going to bring  
3 an action to put him in jail. I have been trying to get him  
4 for a long while.

5 MR. MILLNER: We think His Honor Judge Elliott is  
6 wrong basically, but secondly we have nothing to appeal.  
7 The order was to Miss Pain.

8 THE COURT: Well, what you could do if he put her in  
9 jail for contempt you could appeal that and I would  
10 dismiss every one of them.

11 MR. MILLNER: We have extensive cases. That's  
12 what a Writ of Prohibition is designed to prevent.

13 THE COURT: I think we'll get it straight right now.

14 MR. MILLNER: The only way we have two choices: We  
15 either have to put up the \$25 or we have to let the 10  
16 days run and then let Judge Elliott find us in contempt and  
17 put us in jail and render a fine.

18 THE COURT: We can settle this in a very short  
19 order. In the record he said if anybody told him he was  
20 wrong he would change it. Judge, you are wrong, change it.  
21 It's as simple as that. Are you going to change it?

22 JUDGE ELLIOTT: No, sir.

23 THE COURT: I'm going to hold you in contempt.

24 JUDGE ELLIOTT: For my interpretation of the law?

25 THE COURT: I'm telling you you're wrong. Don't do it.

1 Next time you do it you are going to jail. I'm telling you  
2 right now.

3 JUDGE ELLIOTT: Judge, put me in jail.

4 THE COURT: I'm going to put you in jail. You have  
5 got to advise your client because I swear I'm going to put  
6 you in jail.

7 Mr. Millner, next time he tells that lady that, come  
8 over here and tell me that.

9 JUDGE ELLIOTT: It will be Friday afternoon.

10 THE COURT: I won't be here Friday afternoon.

11 JUDGE ELLIOTT: Friday afternoon I'll hear more  
12 Great Atlantic cases.

13 THE COURT: You do that, you will be in jail Monday  
14 morning.

15 JUDGE ELLIOTT: You can't tell General District  
16 Courts what to do.

17 THE COURT: This is before me. I'm going to  
18 grant his Writ of Prohibition. If you defy it you're in  
19 contempt of order.

20 JUDGE ELLIOTT: I'll rule as discretionary as I  
21 see fit.

22 THE COURT: I shall hold you in contempt if you rule  
23 in violation of my order.

24 JUDGE ELLIOTT: Are you saying I cannot use discretion  
25 in my Court?

1 THE COURT: If you violate the terms of that Writ of  
2 Prohibition you're in contempt of this Court. It's as  
3 simple as that.

4 MR. MOORE: Judge, could I make one inquiry. I want  
5 to define the thing as best we can.

6 THE COURT: I don't know why you all are fighting me  
7 over this. I think for some reason the District Court  
8 wants to fight with us. If that's what you all want to do,  
9 you've come to the right place. I can get mad. You've seen  
10 me get mad and you were on my side that time. I never have  
11 wanted to fight with you people over there. If that's what  
12 you want, you're in the right place.

13 JUDGE ELLIOTT: Judge, I have no comments. I'll  
14 comment in my court only.

15 MR. MOORE: Judge, I want to be sure I know what the  
16 ruling is. As I understand it it's where you have gotten an  
17 agreed settlement. You're not saying he can't determine  
18 a reasonableness of the fee when that's put before him  
19 under the landlord tenant act.

20 MR. MILLNER: In a pending case.

21 MR. MOORE: It's where you have settled it.

22 MR. MILLNER: Certainly that's up to him. We never  
23 have requested that.

24 JUDGE ELLIOTT: And as a matter of clarification,  
25 in a nonsuit it's up to me to decide whether to permit a  
nonsuit.

1 THE COURT: I don't know if you've got any discretion  
2 there or not.

3 MR. MILLNER: It's automatic routine --

4 JUDGE ELLIOTT: Until I say the nonsuit is granted,  
5 it's not granted.

6 MR. MCPHIE: But it seems to me, Judge, if we are  
7 going to take the bottom line question up I would just  
8 rather have a clean record to do so. Now, we have --

9 MR. MOORE: You've got a clean record. I don't have  
10 any question.

11 THE COURT: I can't be any clearer.

12 MR. MCPHIE: Let me make a last pitch. I've sat  
13 patiently and I've listened to Mr. Millner and I appreciate  
14 this opportunity, Judge. There's so much case law going back  
15 to the 1800's in this country as to what a Writ of Prohibition  
16 is. If the judge has jurisdiction to hear a case or take a  
17 particular action that's one of the principle reasons why  
18 a Writ of Prohibition is never ordered. Second, if in  
19 essence what a petition is doing is appealing the correctness  
20 or the wrongness of the judge's ruling that's still not a  
21 basis for awarding a Writ of Prohibition. If it's to rescind  
22 a complete judicial act that's another thing. That's not a  
23 basis for prohibition. Those are not positions that are  
24 disputed anymore in Virginia and in the other states, and  
25 it seems to me in this viewpoint we have all conceded here,



1 and I thought Mr. Millner said it. He makes an argument  
2 which essentially says the judge was wrong.

3 Okay. Now Mr. Millner might have well been right  
4 as far as that is concerned and I dare say, Judge, I haven't  
5 read the Virginia case you referred to and if indeed the  
6 law is that clear. If that bottom line question comes up  
7 I certainly will advise any judge that he's got to abide  
8 by that particular ruling, but I don't believe -- and I  
9 want to say this, Judge, I don't believe you have the  
10 procedural vehicle in front of you to enter a Writ of  
11 Prohibition against this judge under the circumstances.

12 I'm not opposed to what the court wants to do. I  
13 certainly appreciate Mr. Millner's predicament as a  
14 practitioner. I have no quarrel with any of that. I just  
15 want to be sure at least that we do it right.

16 THE COURT: I want to do it right, too, but here's  
17 the thing. I hate this yo yo effect back and forth, this  
18 court, that court. If Judge Elliott held this lady in con-  
19 tempt she'd have to appeal each one. That's 24 appeals she  
20 would have to do. Let's get it settled once and for all.  
21 We are in the Circuit Court. Let's get it settled once and  
22 for all.

23 If they work out a settlement, he's got no right,  
24 and I'm telling him right now. If they work out a settlement,  
25 you've got no right to interfere with that settlement.

1 JUDGE ELLIOTT: Judge, have you read the code section  
2 that says in order to get attorneys' fees the court has to  
3 determine the willfullness of the person not paying it?

4 THE COURT: Mr. Millner, draw your order.

5 MR. MILLNER: Thank you, Your Honor.

6 JUDGE ELLIOTT: Can you tell me specifically what I'm  
7 prohibited from doing?

8 THE COURT: Draw the order and put it in the order,  
9 Mr. Millner.

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1 COMMONWEALTH OF VIRGINIA AT LARGE, To-Wit:

2  
3  
4 I, Karen M. Thompson, a Notary Public in and for  
5 the Commonwealth of Virginia at Large, certify that the  
6 foregoing is a correct transcript to the best of my ability  
7 of the proceedings had in Judge Oast's conference room  
8 in the case of Great Atlantic Management Company vs. Archie  
9 Elliott, Jr., Judge of the General District Court before  
10 Judge William H. Oast, Jr., taking place on April 24, 1986.

11 I further certify that I am not a relative or employee  
12 of attorney or counsel of any of the parties or financially  
13 interested in the action.  
14

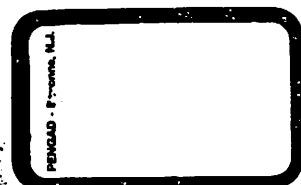
15  
16 Given under my hand this 24th day of April, 1986.  
17

18  
19 Karen M. Thompson  
Notary Public

20  
21  
22 My Commission expires

23  
24 December 8, 1989  
25

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Commonwealth of Virginia



WILLIAM H. OAST, JR.  
LESTER E. SCHLITZ  
DENNIS F. McMURRAN  
Judges

P. O. Drawer 1217  
Portsmouth, Virginia 23705

THIRD JUDICIAL CIRCUIT  
CIRCUIT COURT OF THE CITY OF PORTSMOUTH

April 25, 1986

ATTORNEY GENERAL  
RECEIVED

APR 28 1986

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101 North Eight Street  
Richmond, Virginia 23219

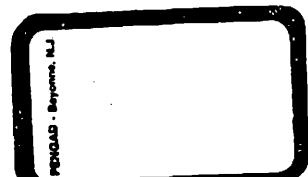
Mr. Neil A. G. McPhie  
Assistant Attorney General  
Office of the Attorney General  
101 North Eight Street  
Richmond, Virginia 23219

Re: Great Atlantic Management Company, Incorp.  
vs.  
Archie Elliott, Jr., Judge  
LAW DOCKET NO. 186-317

Now that we have this matter on an even keel and understanding from Great Atlantic that they will hold in the future fees in escrow and Judge Elliott will hold the fees paid in his Court in escrow; and that he will not issue any contempt citation. I would like to make the following observations and recommendations.

(1) Since I Overruled the Demurrer filed on behalf of the Defendant I think

0007



Continued -Page Two  
April 25, 1986

the Defendant should now file his Responsive Pleadings, if he so desires. After his Responsive Pleadings have been filed I think we should have a formal hearing with the witnesses sworn and testimony given to preserve the record.

(2) If the above is not done I am afraid that any Order that I would enter may be considered a temporary Order and not subject to Appeal.

(3) If you wish to I believe you could enter into a Stipulation of the Facts which I think we all agree on.

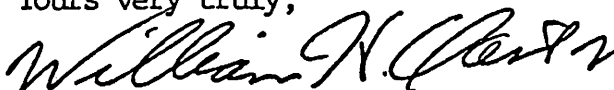
(4) It is my desire that the Supreme Court of Virginia have the full facts and issues before it - - - the issues as I see them are:

- (a) Does the General District Court have Authority and/or Jurisdiction to vary the term of a Contract entered into by the parties after the case has been Non-Suited or Dismissed in a Landlord - Tenant case?
- (b) Does the Circuit Court of the City of Portsmouth have the Authority to issue a Writ of Prohibition against the Judge of the General District Court.

Once we decide on a course of action as outlined above I shall enter the Order in accordance of my Decision of April 23rd, 1986.

I await for a reply from each of you. With kindest, personal regards, I remain

Yours very truly,



William H. Oast, Jr.

WHDJr:dsy  
cc: File

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## GENERAL DISTRICT COURT DOCKET

JRT Civil

P/

D/

T/

JGE Elliott

## CIVIL DIVISION

ROOM #

SE NUMBER ARING TYPE	PLAINTIFF NAME TRADING AS NAME ATTORNEY	DEFENDANT NAME TRADING AS NAME ATTORNEY	PRINCIPAL	JUDGMENT
6-06206	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Cherokee Marion Paine, Atty.	Shannon Associates, Inc.	390.50	Non-Suit
6-06207	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Georgetown Marion Paine, Atty.	Cuevas, Renee Anita	451.00	Non-Suit
6-06208	Same	Glover, Naomi	511.50	Non-Suit
6-06209	Same	McKee, Margaret V	451.00	Non-Suit
6-06210	Same	McMillion, Kevin A. McMillion, Wanda C.	451.00	JP. \$511.50 10 <sup>th</sup> Atty Fee COST-INT.-PO
6-06211	Same	Mitchell, Alton Mitchell, Alexzina	511.50	JP. \$299.00 15 <sup>th</sup> Atty Fee COST-INT.-PO
6-06212	Same	Pope, Johnny W. Pope, Theresa A.	451.00	JP. \$511.50 15 <sup>th</sup> Atty Fee COST-INT.-PO
6-06213	Same	Skeeter, Jose S. Skeeter, Belinda Y.	451.00	JP. \$451.00 15 <sup>th</sup> Atty Fee COST-INT.-PO
6-06214	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Hanover Marion Paine, Atty.	Clemons, Gary L. Seals, Veronica M.	434.50	JP. \$276.50 10 <sup>th</sup> Atty Fee COST-INT.-PO
6-06215	Same	Gatling, Robert Lee Jr.	434.50	JP. \$434.50 10 <sup>th</sup> Atty Fee COST-INT.-PO
6-06216	Same	Parks, Lynette L.	407.00	JP. \$407.00 Atty Fee 10 <sup>th</sup> COST-INT.-PO
6-06217	Same	Smith, Albert W. Jr.	418.00	JP. \$418.00 No Atty Fee requested, non granted in accord with 55-284.31 Atty fees to be returned Non-Suit
6-06218	Same	Towns, Alric E. Jr. Towns, Corlette F.	440.00	JP. \$440.00 Atty Fee 10 <sup>th</sup> COST-INT.-PO
6-06219	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Hodges Manor Marion Paine, Atty.	Grasso, Karen L.	385.00	Non-Suit
6-06220	Same	Seay, Glenn A. Seay, Anne P.	434.50	JP. \$434.50 No Atty Fee requested, non granted in accord with 55-284.31 Atty fees to be returned Non-Suit
6-06221	Same	Slaughter, Royton Lee	423.50	JP. \$423.50 Atty Fee 10 <sup>th</sup> COST-INT.-PO
6-06222	Same	Tazewell, Pattie P.	401.50	JP. \$401.50 Atty Fee 10 <sup>th</sup> COST-INT.-PO
6-06223	Same	Williams, Calvin B.	407.00	JP. \$407.00 No Atty Fees requested, non granted in accord with 55-284.31 Atty fees to be returned Non-Suit
6-06224	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Manor View Marion Paine, Atty.	Cuffee, Sylvester Cuffee, Carolyn Nowell	374.00	Non-Suit
6-06225	Same	Harris, Emily V.	379.50	JP. \$379.50 Atty Fee 10 <sup>th</sup> COST-INT.-PO
6-06226	Same	Harris, Jack Harris, Shirley F.	434.50	JP. \$434.50 Atty Fee 10 <sup>th</sup> COST-INT.-PO
6-06227	Same	Jones, Warren Girven, Loretta	451.00	JP. \$328.00 Atty Fee 10 <sup>th</sup> COST-INT.-PO

\*INDICATES ADDITIONAL PARTIES IN THE CASE.

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## GENERAL DISTRICT COURT DOCKET

PAGE

DATE

TIME

Civil

Elliott

## CIVIL DIVISION

ROOM #

NUMBER IG TYPE	PLAINTIFF NAME TRADING AS NAME ATTORNEY	DEFENDANT NAME TRADING AS NAME ATTORNEY	PRINCIPAL	JUDGMENT	APPEAL DATE
228	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Manor View Marion Paine, Atty	Lacey, John Lacey, Celestine	423.50	Non-Suit	
229	Same	Roberts, Karl Newsome, Katrina	407.00	JP. \$ 222 <sup>00</sup> COST-INT.-POSS.	
230	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Park East Marion Paine, Atty	Andrews, Roderick M.	341.00	Non-Suit	
231	Same	Brooks, Vanessa	401.50	JP. \$ 401 <sup>50</sup> COST-INT.-POSS.	
232	Same	Bryant, William	341.00	JP. \$ 341 <sup>00</sup> COST-INT.-POSS.	
233	Same	Darden, Lawrence E. Darden, Paula J.	341.00	Non-Suit	
234	Same	Hawkins, Michael Hawkins, Tina	379.50	JP. \$ 379 <sup>50</sup> COST-INT.-POSS.	
235	Same	Hunt, Angela	407.00	Non-Suit	
236	Same	Luther, Robert S. Luther, Betty	379.50	Non-Suit	
237	Same	Mullins, Randall F. Jordan, Elizabeth	368.50	JP. \$ 272 <sup>16</sup> COST-INT.-POSS.	
238	Same	Thomas, Constance J. Jones, Eugene	379.50	JP. \$ 216 <sup>50</sup> COST-INT.-POSS.	
239	Same	Veal, Ricky	368.50	JP. \$ 368 <sup>50</sup> COST-INT.-POSS.	
240	Same	Webb, Larry Wong	401.50	JP. \$ 401 <sup>50</sup> COST-INT.-POSS.	
241	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency Peachtree Marion Paine, Atty	Boyd, John L. Hardy-Boyd, Gail	423.50	Non-Suit	
242	Same	Britt, Carolyn M.	412.50	JP. \$ 412 <sup>50</sup> COST-INT.-POSS.	
243	Same	Coles, Benny	396.00	JP. \$ 396 <sup>00</sup> COST-INT.-POSS.	
244	Same	Hines, Kenneth L. Hines, Patricia M.	412.50	JP. \$ 412 <sup>50</sup> COST-INT.-POSS.	
245	Same	Revell, Ruth R.	445.50	Non-Suit	
246	Same	Rochelle, David L. Rochelle, Tina	412.50	JP. \$ 412 <sup>50</sup> COST-INT.-POSS.	
247	Same	Stokes, John R. Jr. Stokes, Mary Q.	412.50	Non-Suit	
248	Same	Thomas, Bryant	412.50	NO ATTY FOR REQUESTS, then granted in accord w/ 55-254.31; ATTY RES. to be paid by party.	
249	Great Atlantic Management Co., Inc. T/A Great Atlantic Agency The Villas Marion Paine, Atty	Coleman, Harry B.	434.50	JP. \$ 434 <sup>50</sup> COST-INT.-POSS.	

\*INDICATES ADDITIONAL PARTIES IN THE CASE.

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1 lease.

2 THE COURT: What is the balance of the  
3 rent due?

4 MRS. PAINE: The balance of the rent due  
5 is five-eleven-fifty.

6 THE COURT: You can have the --

7 MRS. PAINE: Thank you.

8 THE COURT: And you are asking for  
9 possession?

10 MRS. PAINE: We are asking for possession  
11 and attorney's fees.

12 THE COURT: What attorney's fees are you  
13 asking for?

14 MRS. PAINE: We would ask for fifteen  
15 percent.

16 THE COURT: Okay. What is that?

17 MRS. PAINE: Well, I have not calculated  
18 it.

19 THE COURT: I haven't either.

20 MRS. PAINE: Well, we would ask for your  
21 reasonable fees or for you to indulge me while I calculate it.

22 THE COURT: Ten dollars attorney fees.

23 MRS. PAINE: Thank you.

24 THE COURT: If you had it already --

25 MRS. PAINE: I'm sorry. We are usually



1 awarded just a percentage and it is calculated at a later time.

2 THE COURT: I like to write down a  
3 specific amount.

4 MRS. PAINE: All right. I will have it  
5 ready.

6 THE COURT: Five-eleven-fifty?

7 MRS. PAINE: Yes, sir.

8 THE COURT: Great Atlantic Management  
9 Company, Incorporated, trading as Great Atlantic Agency,  
10 Georgetown versus Margaret V. McKee. Have you collected any  
11 attorney's fees in this case in accordance with the Landlord  
12 and Tenant Act?

13 MRS. PAINE: No, sir.

14 THE COURT: Are you requesting any  
15 attorney's fees in this case?

16 MRS. PAINE: No, sir.

17 THE COURT: What are you asking for in  
18 the case?

19 MRS. PAINE: We ask for a nonsuit.

20 THE COURT: The case will be nonsuited.

21 Great Atlantic Management Company,  
22 Incorporated, trading as Great Atlantic Agency, Georgetown  
23 versus Kevin A. McMillion and Wanda C. McMillion. Have you  
24 collected any attorney's fees in this case in accordance with  
25 the Landlord and Tenant Act?

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1 MRS. PAINE: No, sir.

2 THE COURT: Are you requesting attorney  
3 fees in this case?

4 MRS. PAINE: Yes, sir, we are. There is  
5 a credit on this.

6 THE COURT: Of how much?

7 MRS. PAINE: We are asking for a judgment  
8 in the amount of two ninety-nine plus --

9 THE COURT: What was the credit applied  
10 to?

11 MRS. PAINE: It was -- it is a pro rata  
12 because they moved out April 15th.

13 THE COURT: How much is the monthly rent?

14 MRS. PAINE: Monthly rent is four-ten.

15 THE COURT: Okay. If they moved out on  
16 the 15th of the month, which is halfway through the month, you  
17 only gave them credit for a hundred and eleven dollars.

18 MRS. PAINE: Well, they also were being  
19 charged with a ten percent late charge. So it would be --

20 THE COURT: Okay.

21 MRS. PAINE: -- forty-one dollars plus  
22 half a month's rent. So that would be --

23 THE COURT: The balance now is two  
24 ninety-nine.

25 MRS. PAINE: Yes, sir.

1 THE COURT: And you are asking for  
2 attorney fees.

3 MRS. PAINE: Yes, sir.

4 THE COURT: How much?

5 MRS. PAINE: I would ask for ten percent.

6 THE COURT: And how much is that?

7 MRS. PAINE: Twenty-nine dollars and  
8 ninety cents.

9 THE COURT: How much time did you put in  
10 the case?

11 MRS. PAINE: Your Honor, I don't have  
12 any records with me. I have --

13 THE COURT: Okay. Be a fifteen dollar  
14 attorney fee.

15 MRS. PAINE: Thank you.

16 THE COURT: If you don't have -- unless  
17 you can verify how much time you put into it and the amount  
18 of money you want the Court to award you -- can you do that?

19 MRS. PAINE: No. I am not prepared to do  
20 that at this time.

21 THE COURT: Okay. Fifteen dollars  
22 attorney fees.

23 MRS. PAINE: Okay. Fifteen dollars.  
24 Thank you.

25 THE COURT: Great Atlantic Management

1 Company, Incorporated, trading as Great Atlantic Agency,  
2 Georgetown versus Alton Mitchell and Alexzina Mitchell. Are  
3 you requesting attorney fees in this case in accordance  
4 with the Landlord and Tenant Act?

5 MRS. PAINE: Yes, sir, we are.

6 THE COURT: Have you collected any  
7 attorney's fees in this case in accordance with the Landlord  
8 Tenant Act?

9 MRS. PAINE: No, sir, we have not.

10 THE COURT: Go ahead and proceed with  
11 the case.

12 MRS. PAINE: There are no credits on this  
13 case. We will ask for judgment, possession and attorney's  
14 fees of ten percent.

15 THE COURT: How much time did you put in  
16 it? How did you come up with the ten percent attorney fees?  
17 Do you have any way of justifying how much time you put in  
18 it?

19 MRS. PAINE: Your Honor, I am basing  
20 that on what the other courts that I go to consider reasonable.  
21 And that is --

22 THE COURT: Well, --

23 MRS. PAINE: And I do not have my  
24 records for --

25 THE COURT: I am just trying to decide

1 what other courts consider reasonable, because the first one  
2 you asked for ten percent; one you asked for fifteen percent  
3 and others you asked for twenty-five dollars. I am wondering  
4 which courts award which.

5 MRS. PAINE: Most of the courts I go to  
6 award me fifteen to twenty-five percent. Because you asked  
7 me to calculate it and I can't calculate fifteen percent  
8 quickly, I thought ten percent would be --

9 THE COURT: This is the way I do it:  
10 ten percent of five-eleven would be fifty-one; half of  
11 fifty-one would be twenty-six; twenty-six and fifty-one would  
12 be seventy-seven -- seventy-six.

13 MRS. PAINE: All right.

14 THE COURT: But, since we didn't calculate  
15 it, it would be fifteen dollars attorney's fees.

16 MRS. PAINE: Thank you.

17 THE COURT: And the balance due is?

18 MRS. PAINE: Five-eleven-fifty.

19 THE COURT: Five-eleven-fifty.

20 MRS. PAINE: We would ask for possession  
21 also.

22 THE COURT: Possession also.

23 Great Atlantic Management Company,  
24 Incorporated, trading as Great Atlantic Agency, Georgetown  
25 versus Johnny W. Pone, Theresa A. Pone. Are you asking for

1 attorney fees in this case in accordance with the Landlord and  
2 Tenant Act?

3 MRS. PAINE: No, sir, I am not.

4 THE COURT: Have you collected attorney's  
5 fees?

6 MRS. PAINE: Yes, sir, I have.

7 THE COURT: How much have you collected?

8 MRS. PAINE: We have collected twenty-five  
9 dollars.

10 THE COURT: You have collected twenty-five  
11 dollars. Which court in Virginia awards twenty-five dollars  
12 attorney's fees?

13 MRS. PAINE: Your Honor, it was in  
14 accordance with the lease and in accordance with a voluntary  
15 settlement.

16 THE COURT: Where in the lease does it  
17 say twenty-five dollars attorney fees?

18 MRS. PAINE: It does not specify the  
19 amount of attorney's fees in the lease. There was a  
20 settlement agreement between the Popes and Great --

21 THE COURT: You said -- I am asking --  
22 the question I asked was what other court in the Tidewater  
23 area has set a twenty-five dollar attorney fee schedule?

24 MRS. PAINE: No other court has, Your  
25 Honor. That, to my knowledge, we are awarded in other courts,

1 other than yours. We are awarded at the least forty-five  
2 dollars attorney's fees or fifteen to twenty-five percent of  
3 the amount we are collecting.

4 However, we are asking for a nonsuit,  
5 which --

6 THE COURT: Okay. I have -- I have not --  
7 I am not at the point of entertaining requests. I am at the  
8 point -- or entertaining motions. At this point I am asking  
9 you whether or not you have collected attorney fees in  
10 accordance with the Landlord and Tenant Act.

11 MRS. PAINE: Your Honor, we have  
12 collected attorney fees in accordance with the voluntary  
13 settlement.

14 THE COURT: I didn't ask that. I asked  
15 have you collected any attorney fees in this case in accordance  
16 with paragraph 55.248.31 of the Code of Virginia that has been  
17 amended?

18 MRS. PAINE: No, sir.

19 THE COURT: You have not collected any  
20 attorney fees in accordance with that?

21 MRS. PAINE: No, sir.

22 THE COURT: Have you collected any  
23 attorney's fees?

24 MRS. PAINE: Yes, sir.

25 THE COURT: What basis did you collect

1     them on?

2                     MRS. PAINE: We collected them as part of  
3     a voluntary settlement.

4                     THE COURT: Is that voluntary settlement  
5     mentioned in the Landlord and Tenant Act?

6                     MRS. PAINE: No, sir.

7                     THE COURT: Okay.

8                     MRS. PAINE: Not to my knowledge.

9                     THE COURT: How did you arrive at the  
10    twenty-five dollar attorney fee?

11                    MRS. PAINE: Twenty-five dollars has  
12    been the standard fee schedule we use with our --

13                    THE COURT: How did --

14                    MRS. PAINE: -- with our client. We have  
15    established a twenty-five dollar fee schedule. It was done  
16    before I began practicing. I do not know on what they base  
17    that.

18                    THE COURT: Okay. What fee are you  
19    asking the Court to award you?

20                    MRS. PAINE: I am not asking the Court  
21    to award me any fee.

22                    THE COURT: You don't want any fees in  
23    this case?

24                    MRS. PAINE: I do not want the Court to  
25    award me any fee in this case.



1 THE COURT: The Court will not award  
2 you any fees in this case. Any fees you have collected in  
3 accordance with this case -- and I am saying that it comes  
4 under the Landlord and Tenant Act. Any fees that you  
5 collected then should go back to the tenant.

6 MRS. PAINE: I -- Your Honor, we have  
7 voluntarily settled this case with the --

8 THE COURT: The case is not settled.  
9 The case is open before me to be tried. And I will determine  
10 a reasonable attorney fee.

11 MRS. PAINE: Your Honor, I have  
12 requested a voluntary nonsuit, which is my right under the --

13 THE COURT: You have requested it and I  
14 will grant your motion. But the case is open before me  
15 until I grant your motion. And my point at this point is  
16 you are not requesting attorney fees.

17 MRS. PAINE: I am not requesting  
18 attorney fees.

19 THE COURT: Then you are to return the  
20 attorney fees that you have back to the Court and I will  
21 make a determination as to what is a reasonable attorney fee.

22 MRS. PAINE: Your Honor, I object. I  
23 have --

24 THE COURT: You have the right to object.  
25 You may appeal the case to the Portsmouth Circuit Court, if

1 you wish. And you know the appeal procedure. You may do that.

2 Do you have anything else you wish to  
3 say in this case?

4 MRS. PAINE: No, other than to note my  
5 objection. And I will be appealing. Would you set an  
6 appeal bond.

7 THE COURT: I am not even going to  
8 require a bond, other than what the Code provides that the  
9 plaintiff may use for an appeal purpose.

10 MRS. PAINE: Okay.

11 THE COURT: You are the plaintiff in the  
12 case; so you can -- whatever the Code provides for appeal  
13 purposes for the plaintiff is what this case will hold --  
14 what I am holding in this case.

15 MRS. PAINE: All right.

16 THE COURT: So you are asking the case  
17 be dismissed, nonsuited.

18 MRS. PAINE: I was asking that the case  
19 be nonsuited.

20 THE COURT: Okay. No attorney's fees  
21 requested -- I am writing all this on the docket -- requested;  
22 none granted in accordance with Section 55-248.31 of the  
23 Code of Virginia. No attorney fees requested and none granted  
24 in accordance with 55-248.31 Code of Virginia. And the  
25 Court's ruling is that any attorney's fees that have been

1 collected, since the Court did not grant them and you didn't  
2 ask for them in accordance with the Landlord and Tenant Act,  
3 should be returned to the tenant. You have the normal appeal  
4 process here. You can go through the appeal process. If the  
5 case is not appealed I expect this amount of money to be  
6 turned into the Court within seventy-two hours after the  
7 expiration of the appeal period. If you appeal it, you can  
8 take the entire case to the Portsmouth Circuit Court and they  
9 can make a ruling up there on the attorney fees, but if it is  
10 not appealed within the ten days then seventy-two hours after  
11 the ten days I expect you to return to this Court the  
12 attorney fees. If during the appeal period or any period  
13 thereafter you wish to request of me or the Court to award you  
14 a reasonable attorney fee in the case you may do so, or you  
15 may appeal the case to the Circuit Court of the City of  
16 Portsmouth. And the case now is hereby nonsuited.

17 MRS. PAINE: Thank you.

18 THE COURT: Great Atlantic Management  
19 Company, Incorporated, trading as Great Atlantic Agency,  
20 Georgetown versus Jose S. Skeeter, Belinda Y. Skeeter. Have  
21 you requested or are you requesting attorney fees in this  
22 case?

23 MRS. PAINE: I am requesting attorney  
24 fees.

25 THE COURT: Have you collected attorney

1 fees in this case in accordance with the Landlord and Tenant  
2 Act?

3 MRS. PAINE: I have not.

4 THE COURT: Okay. You may present your  
5 evidence to the Court.

6 MRS. PAINE: We have no credits. We  
7 would ask for judgment in the amount of four fifty-one plus  
8 possession and attorney fees.

9 THE COURT: And how much attorney fees  
10 are you asking in this case?

11 MRS. PAINE: I would request forty-five  
12 dollars.

13 THE COURT: You said that your company  
14 has set a policy of collecting attorney fees as a basis -- on  
15 the basis of what is awarded in other courts. So you have  
16 had ten percent, fifteen percent, twenty-five dollars and now  
17 forty-five dollars.

18 MRS. PAINE: Your Honor, --

19 THE COURT: How do you arrive at that  
20 figure?

21 MRS. PAINE: My company has not set any  
22 policy. The various courts --

23 THE COURT: I think my little tape  
24 recorder -- I guess that is what you do when you work with  
25 mechanics.

1 THE COURT REPORTER: I guess you are  
2 just going to have to trust me, Your Honor.

3 MRS. PAINE: We have --

4 THE COURT: Yes, ma'am.

5 MRS. PAINE: -- not established a policy  
6 in terms of what we request from the courts. We request  
7 reasonable attorney's fees. What I was saying is that other  
8 courts have awarded us fifteen to twenty-five percent.

9 THE COURT: Well, how do you -- what  
10 justifications do you have? How much time did you put in?

11 MRS. PAINE: Your Honor, as I have said,  
12 I do not have my time records with me. I feel that forty-five  
13 dollars is a reasonable fee, ten percent.

14 THE COURT: Fifteen dollars.

15 MRS. PAINE: Thank you.

16 THE COURT: With no time fees or  
17 no schedules for the Court to go on, attorney fees of fifteen  
18 dollars. You are asking for four forty-one -- four fifty-one --

19 MRS. PAINE: Four fifty-one.

20 THE COURT: -- rent and late fees.

21 MRS. PAINE: Yes, sir, and possession.

22 THE COURT: Possession. And the Court  
23 is awarding you fifteen dollars attorney fees.

24 MRS. PAINE: Thank you.

25 THE COURT: Great Atlantic Management

1 Company, Incorporated, trading as Great Atlantic Agency,  
2 Hanover versus Gary L. Clemons, Veronica M. Seals. Have you  
3 collected any attorney's fees in this case in accordance with  
4 the Landlord and Tenant Act?

5 MRS. PAINE: No, sir.

6 THE COURT: Have you -- are you  
7 requesting attorney fees in this case in accordance with the  
8 Landlord and Tenant Act?

9 MRS. PAINE: Yes, sir. We have a credit  
10 on this. We would ask for judgment in the amount of two  
11 seventy-six fifty-six --

12 THE COURT: Okay.

13 MRS. PAINE: -- plus reasonable attorney's  
14 fees.

15 THE COURT: We don't have a stamp that  
16 says judgment, costs, interest, possession and attorney fees.  
17 We have a stamp that says judgment for the plaintiff, costs,  
18 interest, attorney fees. We have one judgment, costs, interest,  
19 possession. So I guess I will have to write it in each time.

20 Balance due is two seventy-six-fifty.

21 MRS. PAINE: Fifty-six, sir.

22 THE COURT: And ten dollars attorney  
23 fees.

24 MRS. PAINE: Thank you.

25 THE COURT: Great Atlantic Management

1 Company, Incorporated, trading as Great Atlantic Agency,  
2 Hanover versus Robert Lee Gatling, Jr. Have you requested  
3 attorney fees in this case in accordance with the Landlord  
4 and Tenant Act?

5 MRS. PAINE: Yes, sir.

6 THE COURT: Are you -- have you  
7 collected any attorney's fees in this case in accordance with  
8 the Landlord and Tenant Act?

9 MRS. PAINE: No, sir. We would ask for  
10 judgment. There are no credits. Ask for judgment, possession  
11 and reasonable attorney's fees.

12 THE COURT: Do you have any documents or  
13 any evidence you wish to put on to show the Court what you  
14 wish for reasonable attorney fees?

15 MRS. PAINE: No, sir.

16 THE COURT: Balance of four thirty-four-  
17 fifty.

18 MRS. PAINE: Yes, sir.

19 THE COURT: Costs, interest, possession;  
20 ten dollars attorney fees.

21 MRS. PAINE: Thank you.

22 THE COURT: Great Atlantic Management  
23 Company, Incorporated, trading as Great Atlantic Agency,  
24 Hanover versus Lynette L. Parks. Have you collected any  
25 attorney's fees in this case in accordance with the Landlord

1 and Tenant Act?

2 MRS. PAINE: No, sir.

3 THE COURT: Are you requesting attorney  
4 fees in this case in accordance with the Landlord and Tenant  
5 Act?

6 MRS. PAINE: Yes, sir. There are no  
7 credits. I would ask for possession and attorney fees.

8 THE COURT: And how much attorney fees  
9 are you asking for?

10 MRS. PAINE: Whatever you determine  
11 reasonable.

12 THE COURT: Okay. The balance due is --

13 MRS. PAINE: Four-o-seven.

14 THE COURT: -- four-o-seven. Attorney  
15 fees of ten dollars.

16 MRS. PAINE: Thank you.

17 THE COURT: Great Atlantic Management  
18 Company, Incorporated, trading as Great Atlantic Agency, Hanover  
19 versus Albert W. Smith, Jr. Have you collected any attorney's  
20 fees in this case in accordance with the Landlord and Tenant  
21 Act?

22 MRS. PAINE: We have collected twenty-five  
23 dollars attorney fees.

24 THE COURT: Are you requesting the Court  
25 to award you any attorney's fees in this case in accordance



1 with the Landlord and Tenant Act?

2 MRS. PAINE: No, sir, we are not.

3 THE COURT: On what basis did you  
4 collect attorney fees in a pending case before the Court,  
5 other than the Landlord and Tenant Act?

6 MRS. PAINE: It was part of a voluntary  
7 settlement. The Defendant wished to retain possession of the  
8 premises. Once we filed the case he agreed to pay the  
9 twenty-five dollars in addition to the other amounts he owed  
10 so that he could retain possession of his apartment.

11 THE COURT: But you are not asking the  
12 Court to award you any attorney fees in this case.

13 MRS. PAINE: No. I am not.

14 THE COURT: The Court will enter on the  
15 docket no attorney fees requested; none granted in  
16 accordance with 55-248.31. And what are you asking now that  
17 this -- I have made that ruling and the case is still open  
18 before the Court? What is your motion?

19 MRS. PAINE: I would like it nonsuited.

20 THE COURT: This attorney fee is to be  
21 returned to the Court the same as the attorney fee in the  
22 case of Johnny W. Pope and Theresa A. Pope, who were the  
23 Defendants in the case Great Atlantic Management Company,  
24 Incorporated. The case is hereby nonsuited.

25 MRS. PAINE: I object, Your Honor.

1 THE COURT: For the record the Court  
2 notes your objection. You have the right to appeal the  
3 Court's ruling. The Court is not going to set an appeal bond,  
4 other than what is required by the Code of Virginia. You may  
5 appeal the case in accordance with the statutory period of time  
6 for appealing. If you do not appeal the case in the  
7 statutory period of time for appeal and the statutory period of  
8 time runs or elapses then you have seventy-two hours to tender  
9 the attorney fees that you collected, which the Court is  
10 ruling the Court did not award and you are not entitled to, --  
11 you have seventy-two hours to return that amount of money to  
12 the Court and the Court will reimburse it to the client or  
13 resident or tenant.

14 Great Atlantic Management Company,  
15 Incorporated, trading as Great Atlantic Agency, Hanover  
16 versus Alric, A-l-r-i-c, E. Towns, Jr. and Corlette F. Towns.  
17 Have you collected any attorney's fees in this case in  
18 accordance with the Landlord and Tenant Act?

19 MRS. PAINE: No, sir.

20 THE COURT: Are you requesting any  
21 attorney fees in this case in accordance with the Landlord  
22 and Tenant Act?

23 MRS. PAINE: Yes, sir.

24 THE COURT: You may present the evidence  
25 to the Court. What is the balance due?

1 MRS. PAINE: The balance is four-forty,  
2 four hundred and forty dollars.

3 THE COURT: Are you requesting attorney  
4 fees?

5 MRS. PAINE: Yes, we would.

6 THE COURT: And how much?

7 MRS. PAINE: We would request you set  
8 reasonable attorney fees.

9 THE COURT: Okay. That will be -- do you  
10 have any evidence that you wish to put on in accordance with  
11 reference to attorney's fees?

12 MRS. PAINE: No, Your Honor.

13 THE COURT: Judgment four-forty, costs,  
14 interest, possession; ten dollars attorney fees.

15 MRS. PAINE: Thank you.

16 THE COURT: Great Atlantic Management  
17 Company, Incorporated, trading as Great Atlantic Agency,  
18 Hodges Manor Apartments versus Karen L. Grasso. Have you  
19 requested attorney fees in this case in accordance with the  
20 Landlord and Tenant Act?

21 MRS. PAINE: No.

22 THE COURT: Are you asking for attorney  
23 fees?

24 MRS. PAINE: No.

25 THE COURT: You haven't collected any;

1 nor are you asking for any?

2 MRS. PAINE: That's right.

3 THE COURT: What is your motion?

4 MRS. PAINE: I would like to have it  
5 nonsuited.

6 THE COURT: The case will be hereby  
7 nonsuited.

8 Great Atlantic Management Company,  
9 Incorporated, trading as Great Atlantic Agency --

10 MRS. PAINE: I would request a nonsuit.

11 THE COURT: Have you collected any  
12 attorney fees in this case?

13 MRS. PAINE: Yes, sir.

14 THE COURT: But I didn't finish calling  
15 the style of the case.

16 MRS. PAINE: I'm sorry, Your Honor.

17 THE COURT: Please do not interrupt me  
18 while I am trying to call the style of the case.

19 MRS. PAINE: I understand. I'm sorry,  
20 Your Honor.

21 THE COURT: I got halfway through with  
22 the style of the case.

23 MRS. PAINE: Yes, sir. I apologize.

24 THE COURT: You interrupted me. Now I  
25 have to start all over again. Thank you.

1 MRS. PAINE: I apologize.

2 THE COURT: Great Atlantic Management  
3 Company, Incorporated, trading as Great Atlantic Agency,  
4 Hodges Manor versus -- did we do Karen L. Grasso?

5 THE CLERK: Yes, sir.

6 THE COURT: -- Glenn A. Seay, spelling  
7 S-e-a-y, and Anne P. Seay, spelling S-e-a-y. Have you  
8 collected any attorney fees in this case in accordance with  
9 the Landlord and Tenant Act?

10 MRS. PAINE: I request a nonsuit, Your  
11 Honor.

12 THE COURT: Have you -- answer my  
13 question, please.

14 MRS. PAINE: Your Honor, I believe I am  
15 entitled to --

16 THE COURT: Answer my question, please.

17 MRS. PAINE: I have an absolute right to  
18 a nonsuit prior to any ruling you have made in this case. You  
19 have not made a ruling and, therefore, --

20 THE COURT: I have a question to you.

21 MRS. PAINE: But I have an absolute  
22 right to a nonsuit before you --

23 THE COURT: Are you going to answer my  
24 question?

25 MRS. PAINE: I will gladly answer your

1 question after you have granted me a nonsuit.

2 THE COURT: I will not grant it until you  
3 answer my question.

4 MRS. PAINE: Your Honor, I have an  
5 absolute right under the laws of Virginia to a nonsuit before  
6 you have made a ruling in the case. I have asked you --

7 THE COURT: I -- what did I just tell you?

8 MRS. PAINE: None --

9 THE COURT: Listen to what I said.  
10 Better than that, read it back to her.

11 (Whereupon, the last question propounded  
12 by the Court to Mrs. Paine was read back by the court  
13 reporter as follows: QUESTION: "Great Atlantic Management  
14 Company, Incorporated, trading as Great Atlantic Agency,  
15 Hodges Manor versus Glenn A. Seay, spelling S-e-a-y, and Anne  
16 P. Seay, spelling S-e-a-y. Have you collected any attorney  
17 fee in this case in accordance with the Landlord and Tenant  
18 Act?")

19 Now, do you understand what I said? I  
20 asked you a question prior to any motion you made. Before I  
21 rule on any request, any motion you have made I am waiting for  
22 your answer.

23 MRS. PAINE: Your Honor, we have collected  
24 attorney fees in this case. I request a nonsuit.

25 THE COURT: In accordance with the

1 Landlord and Tenant Act are you requesting the Court to award  
2 you attorney fees?

3 MRS. PAINE: No, Your Honor. I am  
4 requesting a nonsuit.

5 THE COURT: The Court is hereby awarding  
6 you in accordance with your request no attorney's fees,  
7 because you are requesting none in accordance with the  
8 Landlord and Tenant Act. So no attorney fees requested.

9 MRS. PAINE: Your Honor, I object to your  
10 not granting me a nonsuit. And I just want the objection on  
11 the record.

12 THE COURT: Okay. You have a right to  
13 appeal this. It is all on the record. You can appeal it all  
14 to the Circuit Court.

15 MRS. PAINE: I understand.

16 THE COURT: And if -- but at this point  
17 I have certain preliminaries that -- I want to make sure that  
18 I rule in accordance with the Landlord and Tenant Act and I  
19 want to rule in accordance with the law. And prior to that  
20 I have certain preliminary questions that I feel that I have  
21 to have answered. I mean -- and then you will have your  
22 chance. There are certain preliminary questions which I feel  
23 that I have to have answered as long as this case is pending  
24 before me. And I will settle those questions before I make  
25 any ruling on any motion. So that is my procedure.

1 MRS. PAINE: I understand.

2 THE COURT: Now, if I am wrong you have  
3 the right to appeal the case to the Circuit Court. And by you  
4 being the Plaintiff the Code of Virginia provides for how the  
5 plaintiff will appeal the case.

6 MRS. PAINE: Your Honor, I understand.

7 THE COURT: Okay. Let me finish my  
8 ruling. No attorney fees requested; none granted in accordance  
9 with Section 55-248.31 of the Code of Virginia.

10 Now, do you have any motions to make in  
11 this case?

12 MRS. PAINE: Yes, Your Honor.

13 THE COURT: What is your motion?

14 MRS. PAINE: Your Honor, I would like to  
15 first explain that we are not asking the Court to do anything  
16 in accordance with the Landlord and Tenant Act in this case;  
17 secondly, I have requested a voluntary nonsuit.

18 THE COURT: It is hereby granted.

19 MRS. PAINE: Thank you.

20 THE COURT: Nonsuit granted. You have  
21 seventy-two hours after the expiration of the appeal period to  
22 return the -- any attorney fees which have been collected, to  
23 return them to the Court.

24 MRS. PAINE: I understand.

25 THE COURT: But you do have the right to



1 appeal it during the statutory appeal time. What I would like  
2 for you to understand is after the statutory appeal time runs  
3 and you do not appeal it, if you choose not to do so, then the  
4 Court -- the money will be paid into the Court within  
5 seventy-two hours after the expiration of the appeal time.

6 MRS. PAINE: Okay.

7 THE COURT: Great Atlantic Management  
8 Company, Incorporated, trading as Great Atlantic Agency,  
9 Hodges Manor versus Royton Lee Slaughter. Have you collected  
10 any attorney's fees in this case in accordance with the  
11 Landlord and Tenant Act?

12 MRS. PAINE: No, sir.

13 THE COURT: Are you requesting attorney's  
14 fees in this case in accordance with the Landlord and Tenant  
15 Act?

16 MRS. PAINE: No, sir.

17 THE COURT: Do you have a motion in this  
18 case?

19 MRS. PAINE: Yes, sir. We would like  
20 judgment, possession and reasonable attorney fees; judgment in  
21 the amount of four twenty-three-fifty.

22 THE COURT: You just said, I thought,  
23 that you weren't requesting any attorney's fees.

24 MRS. PAINE: I'm sorry, Your Honor.

25 THE COURT: Okay. You are requesting

1 attorney's fees.

2 MRS. PAINE: I am requesting attorney  
3 fees.

4 THE COURT: Very fine. Very fine.  
5 Do you have any basis for requesting attorney fees or as to  
6 the amount?

7 MRS. PAINE: No, sir. We would request  
8 reasonable fees.

9 THE COURT: Okay. The balance is  
10 four twenty-three-fifty?

11 MRS. PAINE: Yes, sir.

12 THE COURT: Attorney fee of ten dollars.

13 MRS. PAINE: Thank you.

14 THE COURT: Great Atlantic Management  
15 Company, Incorporated, trading as Great Atlantic Agency, Hodges  
16 Manor versus Pattie P. Tazewell. Have you collected any  
17 attorney's fees in this case in accordance with the Landlord  
18 and Tenant Act?

19 MRS. PAINE: No, sir.

20 THE COURT: Have you collected any  
21 attorney fees in this case?

22 MRS. PAINE: No, sir.

23 THE COURT: Are you requesting any  
24 attorney fees in this case?

25 MRS. PAINE: Yes, sir.

1 THE COURT: You may present the evidence.

2 MRS. PAINE: We would ask for judgment  
3 in the amount of four-o-one-fifty; possession and reasonable  
4 attorney fees.

5 THE COURT: Do you have any basis for the  
6 amount of reasonable attorney fees you are requesting?

7 MRS. PAINE: No, sir.

8 THE COURT: Be four-o-one-fifty; --

9 MRS. PAINE: Yes, sir.

10 THE COURT: -- attorney fees of ten  
11 dollars.

12 MRS. PAINE: Thank you.

13 THE COURT: Great Atlantic Management  
14 Company, Incorporated, trading as Great Atlantic Agency,  
15 Hodges Manor versus Calvin B. Williams. Have you collected  
16 any attorney's fees in this case in accordance with the Landlord  
17 and Tenant Act?

18 MRS. PAINE: No, sir.

19 THE COURT: Have you collected any attorney's  
20 fees in this case?

21 MRS. PAINE: Yes, sir.

22 THE COURT: You have already collected  
23 attorney fees in this case. Are you asking the Court to grant  
24 you attorney fees in this case?

25 MRS. PAINE: No, sir.

1 THE COURT: How much have you collected?

2 MRS. PAINE: Twenty-five dollars.

3 THE COURT: Who decided whether or not  
4 that was reasonable?

5 MRS. PAINE: It was a voluntary settlement  
6 between the tenant and the landlord.

7 THE COURT: Did anyone decide whether or  
8 not it was reasonable?

9 MRS. PAINE: Well, I assume since it was  
10 a voluntary settlement that they both decided that it was  
11 reasonable.

12 THE COURT: You are not asking the Court  
13 to grant you any attorney's fees in accordance with the  
14 Landlord and Tenant Act.

15 MRS. PAINE: I am not.

16 THE COURT: No attorney's fees  
17 requested; none granted in accordance with 55-248.31. At this  
18 point the Court is ruling that, since the Court has to rule on  
19 the willingness of a default as far as rent is concerned and  
20 that the Court has to rule on the reasonableness of an attorney  
21 fees and none has been requested, nor granted, that there should  
22 be no attorney fees in this case. Any attorney fees you made  
23 in this case will have to be returned to the Court. You can  
24 do it -- you have ten days to appeal the case. If the case is  
25 appealed within ten days the Circuit Court will rule on

1 whether or not you should get attorney fees. If the case is  
2 not appealed within the statutory period of time you have  
3 seventy-two hours after the expiration of the statutory appeal  
4 time to return the money to the Court and the Court will make  
5 the necessary distribution to the tenant.

6 MRS. PAINE: I object.

7 THE COURT: For the record the case is  
8 now hereby nonsuited.

9 Great Atlantic Management Company,  
10 Incorporated, trading as Great Atlantic Agency, Manor View  
11 versus Sylvester Cuffee, Carolyn Nowell Cuffee. Have you  
12 requested attorney fees in this case in accordance with the  
13 Landlord and Tenant Act?

14 MRS. PAINE: No, sir.

15 THE COURT: Have you collected any  
16 attorney fees in this case in accordance with the Landlord and  
17 Tenant Act?

18 MRS. PAINE: No, sir.

19 THE COURT: Do you have any motions, any  
20 evidence you wish to put on?

21 MRS. PAINE: I wish to have the case  
22 nonsuited.

23 THE COURT: This case will be nonsuited.

24 Great Atlantic Management Company,  
25 Incorporated, trading as Great Atlantic Agency, Manor View

1 versus Emily V. Harris. Have you collected any attorney's  
2 fees in this case in accordance with the Landlord and Tenant  
3 Act?

4 MRS. PAINE: No, sir.

5 THE COURT: Are you requesting any  
6 attorney fees in this case in accordance with the Landlord and  
7 Tenant Act?

8 MRS. PAINE: Yes, sir.

9 THE COURT: Pardon?

10 MRS. PAINE: Yes, sir.

11 THE COURT: You can present the evidence.

12 MRS. PAINE: We would ask for judgment  
13 in the amount of three seventy-nine-fifty, possession and  
14 reasonable attorney fees.

15 THE COURT: Judgment will be entered for  
16 three seventy-nine-fifty. Do you have any basis or any  
17 evidence you wish to put on about reasonable attorney fees?

18 MRS. PAINE: No, sir.

19 THE COURT: Attorney fees of ten dollars.

20 MRS. PAINE: Okay. Thank you.

21 THE COURT: Great Atlantic Management  
22 Company, Incorporated, trading as Great Atlantic Agency,  
23 Manor View versus Jack Harris, Shirley F. Harris. Have you  
24 collected any attorney fees in this case in accordance with  
25 the Landlord and Tenant Act?

1 MRS. PAINE: No, sir.

2 THE COURT: Are you requesting any  
3 attorney fees in this case in accordance with the Landlord and  
4 Tenant Act?

5 MRS. PAINE: Yes, sir.

6 THE COURT: Do you have any evidence you  
7 wish to put on?

8 MRS. PAINE: Yes, sir. We would ask for  
9 judgment for four-thirty-four-fifty plus possession and  
10 reasonable attorney fees.

11 THE COURT: Do you have any evidence you  
12 wish to put on so the Court can determine what should be a  
13 reasonable attorney fee?

14 MRS. PAINE: No, sir.

15 THE COURT: Judgment in the amount of  
16 four-thirty-four-fifty; attorney fee of ten dollars.

17 MRS. PAINE: Thank you.

18 THE COURT: Great Atlantic Management  
19 Company, Incorporated, trading as Great Atlantic Agency,  
20 Manor View versus Warren Jones and Loretta Girven, G-i-r-v-e-n.  
21 Have you collected any attorney fees in this case in  
22 accordance with the Landlord and Tenant Act?

23 MRS. PAINE: No, sir.

24 THE COURT: Are you requesting any attorney  
25 fees in this case in accordance with the Landlord and Tenant

1 Act?

2 MRS. PAINE: Yes, sir.

3 THE COURT: You may put on the evidence.

4 MRS. PAINE: We have a credit on this,  
5 Your Honor. We would ask for judgment for three twenty-eight.

6 THE COURT: What has the credit been  
7 applied to?

8 MRS. PAINE: It has been applied because  
9 they moved out --

10 MS. BARBARA DAUGHTREY: Twenty-first.

11 MRS. PAINE: -- on the twenty-first.

12 THE COURT: Okay. Judgment in the  
13 amount of three twenty-eight.

14 MRS. PAINE: Yes, sir.

15 THE COURT: And are you asking for  
16 attorney fees in this case?

17 MRS. PAINE: Yes, sir.

18 THE COURT: Do you have any evidence to  
19 put on on the basis of attorney fee?

20 MRS. PAINE: No, sir.

21 THE COURT: Ten dollars attorney fee.

22 MRS. PAINE: Thank you.

23 THE COURT: Great Atlantic Management  
24 Company, Incorporated, trading as Great Atlantic Agency, Manor  
25 View versus John Lacey, Celestine Lacey. Have you collected



1 any attorney's fees in this case in accordance with the  
2 Landlord and Tenant Act?

3 MRS. PAINE: No, sir.

4 THE COURT: Are you requesting any  
5 attorney fees in this case?

6 MRS. PAINE: No, sir. I would request a  
7 nonsuit of that case.

8 THE COURT: The case will hereby be  
9 nonsuited.

10 Great Atlantic Management Company,  
11 Incorporated, trading as Great Atlantic Agency, Manor View  
12 versus Karl Roberts and Katrina Newsome. Have you collected  
13 any attorney fees in this case in accordance with the  
14 Landlord and Tenant Act?

15 MRS. PAINE: No, sir.

16 THE COURT: Have they been awarded by  
17 the Court?

18 MRS. PAINE: No, sir.

19 THE COURT: Are you requesting the Court  
20 award you attorney fees in --

21 MRS. PAINE: Yes, sir. I'm sorry. Yes,  
22 sir.

23 THE COURT: And you have already collected  
24 some?

25 MRS. PAINE: No.

1 THE COURT: Okay. Let's start all over  
2 again.

3 MRS. PAINE: I'm sorry.

4 THE COURT: Great Atlantic Management  
5 Company, Incorporated, trading as Great Atlantic Agency, Manor  
6 View versus Karl Roberts and Katrina Newsome. Have you  
7 collected any attorney fees in this case in accordance with the  
8 Landlord and Tenant Act?

9 MRS. PAINE: No, sir.

10 THE COURT: Are you requesting any  
11 attorney fees in this case in accordance with the Landlord and  
12 Tenant Act?

13 MRS. PAINE: Yes, sir.

14 THE COURT: You may present whatever  
15 evidence you wish.

16 MRS. PAINE: We have a credit on this.  
17 We would ask for judgment in the amount of two hundred and  
18 twenty-two dollars and for reasonable attorney fees.

19 THE COURT: Do you have any evidence you  
20 wish to put on concerning the amount of reasonable attorney  
21 fees?

22 MRS. PAINE: No, sir.

23 THE COURT: Judgment in the amount of  
24 two twenty-two, costs, interest, possession and five dollars  
25 attorney fees.

1 MRS. PAINE: Thank you.

2 THE COURT: Great Atlantic Management  
3 Company, Incorporated, trading as Great Atlantic Agency, Park  
4 East versus Roderick M. Andrews. Have you collected any  
5 attorney fees in this case in accordance with the Landlord and  
6 Tenant Act?

7 MRS. PAINE: No, sir.

8 THE COURT: Are you requesting attorney  
9 fees?

10 MRS. PAINE: No, sir.

11 THE COURT: Do you have a motion?

12 MRS. PAINE: Yes, sir. We would like it  
13 nonsuited.

14 THE COURT: The case is hereby nonsuited.

15 Great Atlantic Management Company,  
16 Incorporated, trading as Great Atlantic Agency, Park East versus  
17 Vanessa Brooks. Have you collected any attorney fees in this  
18 case?

19 MRS. PAINE: No, sir.

20 THE COURT: Are you requesting attorney  
21 fees?

22 MRS. PAINE: Yes, sir.

23 THE COURT: Do you have evidence?

24 MRS. PAINE: Yes, sir.

25 THE COURT: What are you requesting?

1 MRS. PAINE: I am requesting judgment in  
2 the amount of four hundred and one dollars and fifty cents,  
3 possession and reasonable attorney fees.

4 THE COURT: Do you have any evidence you  
5 wish to put on as far as the amount of reasonable attorney  
6 fees?

7 MRS. PAINE: No, sir.

8 THE COURT: Attorney fees of ten dollars.

9 MRS. PAINE: Thank you.

10 THE COURT: Judgment, costs, interest and  
11 possession.

12 Great Atlantic Management Company,  
13 Incorporated, trading as Great Atlantic Agency, Park East  
14 versus William Bryant. Have you collected any attorney fees  
15 in this case in accordance with the Landlord and Tenant Act?

16 MRS. PAINE: No, sir.

17 THE COURT: Do you have evidence you  
18 wish to put on?

19 MRS. PAINE: Yes, sir.

20 THE COURT: What is the balance due?

21 MRS. PAINE: Three hundred and forty-one  
22 dollars. We would also request possession and attorney fees,  
23 reasonable attorney fees.

24 THE COURT: Okay. Now, I see here you  
25 have a note back in June of '85 "collected of William Bryant

1 \$1,875.00".

2 MRS. PAINE: That is, I believe, a receipt  
3 for the first month's rent and the security deposit. I can't  
4 be sure without looking at it, but --

5 THE COURT: For eighteen hundred and  
6 seventy-five dollars?

7 MRS. PAINE: For -- that is what -- I say  
8 I can't be sure without looking at it. He prepaid several  
9 months' rent is what happened: July, August, September,  
10 October, November; December.

11 THE COURT: Okay.

12 MRS. PAINE: He prepaid six months'  
13 rent and that is a receipt.

14 THE COURT: Good tenant. Okay.

15 MRS. PAINE: Was anyway.

16 THE COURT: What are you asking for? What  
17 are you asking for?

18 MRS. PAINE: We are asking for judgment  
19 in three forty-one, possession and reasonable attorney fees.

20 THE COURT: Do you have any evidence on  
21 the reasonableness of the attorney fees?

22 MRS. PAINE: No, sir.

23 THE COURT: Attorney fee of ten dollars.

24 MRS. PAINE: Thank you.

25 THE COURT: Three hundred and forty-one

1 dollars judgment, costs, interest and possession.

2 Great Atlantic Management Company,  
3 Incorporated, trading as Great Atlantic Agency, Park East versus  
4 Lawrence E. Darden and Paula J. Darden. Have you collected any  
5 attorney fees in this case?

6 MRS. PAINE: No, sir. I would request a  
7 nonsuit.

8 THE COURT: The case is hereby nonsuited.

9 MRS. PAINE: Thank you.

10 THE COURT: Great Atlantic Management  
11 Company, Incorporated, trading as Great Atlantic Agency, Park  
12 East versus Michael Hawkins, Tina Hawkins. Have you requested  
13 any attorney fees in this case?

14 MRS. PAINE: Yes, sir.

15 THE COURT: Have you collected any?

16 MRS. PAINE: No, sir.

17 THE COURT: What is the balance due?

18 MRS. PAINE: Three hundred and seventy-nine-  
19 fifty.

20 THE COURT: And attorney fee?

21 MRS. PAINE: Reasonable fee, sir.

22 THE COURT: Do you have any evidence to  
23 put on?

24 MRS. PAINE: No, sir.

25 THE COURT: Ten dollars attorney fee.

1 Great Atlantic Management Company,  
2 Incorporated, trading as Great Atlantic Agency, Park East  
3 versus Angela Hunt. Have you collected any attorney fees in  
4 this case in accordance with the Landlord and Tenant Act?

5 MRS. PAINE: No, sir.

6 THE COURT: Do you have any evidence you  
7 wish to put on in this case?

8 MRS. PAINE: We would request a nonsuit.

9 THE COURT: The case is hereby nonsuited.

10 Great Atlantic Management Company,  
11 Incorporated, trading as Great Atlantic Agency, Park East  
12 versus Robert S. Luther, Betty Luther. Have you collected any  
13 attorney fees in this case in accordance with the Landlord and  
14 Tenant Act?

15 MRS. PAINE: No, sir.

16 THE COURT: Do you have any motions,  
17 evidence you wish to put on?

18 MRS. PAINE: We request a nonsuit.

19 THE COURT: The case is hereby  
20 nonsuited.

21 Great Atlantic Management Company,  
22 Incorporated, trading as Great Atlantic Agency, Park East versus  
23 Randall F. Mullins, Elizabeth Jordan. Have you collected any  
24 attorney fees in this case?

25 MRS. PAINE: No, sir.

1 THE COURT: Do you have any evidence you  
2 wish to put on in this case?

3 MRS. PAINE: Yes, sir. We have a credit.  
4 We would request judgment in the amount of two hundred and  
5 twelve dollars and sixteen cents and reasonable attorney fees.

6 THE COURT: Okay. Do you have any  
7 evidence you wish to put on as far as the reasonableness or  
8 the amount of attorney fees?

9 MRS. PAINE: No, sir.

10 THE COURT: Judgment in the amount of  
11 two-twelve-sixteen, costs, interest, possession and five  
12 dollars attorney fees.

13 Great Atlantic Management Company,  
14 Incorporated, trading as Great Atlantic Agency, Park East  
15 versus Constance J. Thomas, Eugene Jones. Have you collected  
16 any attorney fees in this case in accordance with the Landlord  
17 and Tenant Act?

18 MRS. PAINE: No, sir.

19 THE COURT: Do you have any evidence you  
20 wish to put on in the case?

21 MRS. PAINE: Yes, sir.

22 THE CLERK: Judge, this would be as to  
23 Eugene Jones only. We don't have service on Constance Thomas.  
24 This is against Eugene Jones only.

25 THE COURT: Do you have any objection? Oh,



1 apparently there wasn't great service -- I mean proper service  
2 on the other party.

3 MRS. PAINE: No. All right. That's fine.

4 THE COURT: You are requesting an attorney's  
5 fee?

6 MRS. PAINE: Yes, sir, we are. And there  
7 is a credit in this matter.

8 THE COURT: Okay. What is outstanding?

9 MRS. PAINE: The balance is two-eighteen-  
10 fifty.

11 THE COURT: And attorney fees. Do you  
12 have any basis of asking for the attorney fees, the amount?

13 MRS. PAINE: No, sir.

14 THE COURT: Five dollars attorney fees.

15 MRS. PAINE: Thank you.

16 THE COURT: Great Atlantic Management  
17 Company, Incorporated, trading as Great Atlantic Agency,  
18 Park East versus Ricky Veal. Have you collected any attorney  
19 fees in this case?

20 MRS. PAINE: No, sir.

21 THE COURT: What is the balance due in  
22 this case?

23 MRS. PAINE: Three hundred and sixty-eight-  
24 fifty. We would request reasonable attorney's fees and possession.

25 THE COURT: Judgment for three sixty-eight-

1 fifty, costs, interest, possession and attorney fees. Do you  
2 have any evidence you wish to put on for attorney fees?

3 MRS. PAINE: No, sir.

4 THE COURT: Ten dollars attorney fees.

5 Great Atlantic Management Company,  
6 Incorporated, trading as Great Atlantic Agency, Park East  
7 versus Larry Wong Webb. Have you collected any attorney fees  
8 in this case?

9 MRS. PAINE: No, sir. There are no  
10 credits. We would ask for judgment of four-o-one-fifty,  
11 possession and attorney fees.

12 THE COURT: Four-o-one-fifty judgment,  
13 interest, costs, attorney fee. Any evidence as far as attorney  
14 fees?

15 MRS. PAINE: No, sir.

16 THE COURT: Be ten dollars attorney  
17 fees.

18 MRS. PAINE: Thank you.

19 THE COURT: Great Atlantic Management  
20 Company, Incorporated, trading as Great Atlantic Agency,  
21 Peachtree versus John L. Boyd, Gail Hardy-Boyd. Have you  
22 collected any attorney fees in this case in accordance with  
23 the Landlord and Tenant Act?

24 MRS. PAINE: No, sir.

25 THE COURT: Are you requesting any

1 attorney fees in this case?

2 MRS. PAINE: No, sir. We would request a  
3 nonsuit.

4 THE COURT: The case is hereby nonsuited.

5 Great Atlantic Management Company,  
6 Incorporated, trading as Great Atlantic Agency, Peachtree  
7 versus Carolyn M. Britt, B-r-i-t-t. Have you collected any  
8 attorney fees in this case?

9 MRS. PAINE: No, sir. We are requesting  
10 judgment in the amount of four-twelve-fifty, possession and  
11 reasonable attorney fees.

12 THE COURT: Judgment in the amount of  
13 four-twelve-fifty, costs, interest, possession. Do you have  
14 any evidence you wish to put on as far as attorney fee?

15 MRS. PAINE: No, sir.

16 THE COURT: Ten dollars attorney's fees.

17 Great Atlantic Management Company,  
18 Incorporated, trading as Great Atlantic Agency, Peachtree  
19 versus Benny Coles. Have you collected any attorney fees in  
20 this case?

21 MRS. PAINE: No, sir.

22 THE COURT: Do you have any evidence you  
23 wish to put on in this case?

24 MRS. PAINE: Yes, sir. I would request  
25 judgment in the amount of three ninety-six, possession and

1 reasonable attorney fees.

2 THE COURT: Do you have any evidence as  
3 far as attorney fees?

4 MRS. PAINE: No, sir.

5 THE COURT: Judgment three sixty-nine even,  
6 costs, interest, possession; ten dollars attorney's fee.

7 Great Atlantic Management Company,  
8 Incorporated, trading as Great Atlantic Agency, Peachtree  
9 versus Kenneth L. Hines, Patricia M. Hines. Have you  
10 collected any attorney's fees in this case?

11 MRS. PAINE: No, sir. We would request  
12 judgment for four-twelve-fifty, possession and reasonable  
13 attorney fees.

14 THE COURT: Judgment four-twelve-fifty,  
15 costs, interest, possession. Do you have any evidence as  
16 far as reasonable attorney fees?

17 MRS. PAINE: No, sir.

18 THE COURT: Ten dollars reasonable attorney  
19 fees.

20 Great Atlantic Management Company,  
21 Incorporated, trading as Great Atlantic Agency, Peachtree  
22 versus Ruth R. Revell. Have you collected any attorney fees  
23 in this case?

24 MRS. PAINE: No, sir.

25 THE COURT: Do you have any evidence you

1 wish --

2 MRS. PAINE: No, sir. I would like a  
3 nonsuit.

4 THE COURT: The case is hereby nonsuited.  
5 Great Atlantic Management Company,  
6 Incorporated, trading as Great Atlantic Agency, Peachtree  
7 versus David L. Rochelle, Tina Rochelle. Have you collected  
8 any attorney fees in this case?

9 MRS. PAINE: No, sir. We would request  
10 judgment four-twelve-fifty, possession and reasonable  
11 attorney's fees.

12 THE COURT: Judgment in the amount of  
13 four-twelve-fifty, costs, interest, possession. Do you have  
14 any evidence as far as attorney fees?

15 MRS. PAINE: No, sir.

16 THE COURT: Ten dollars attorney's fee.

17 Great Atlantic Management Company,  
18 Incorporated, trading as Great Atlantic Agency, Peachtree versus  
19 John R. Stokes, Jr., Mary Q. Stokes. Have you collected any  
20 attorney's fees in this case in accordance with the Landlord  
21 and Tenant Act?

22 MRS. PAINE: No, sir.

23 THE COURT: Do you have a motion?

24 MRS. PAINE: We would request a nonsuit.

THE COURT: The case is hereby nonsuited.

1 Great Atlantic Management Company,  
2 Incorporated, trading as Great Atlantic Agency, Peachtree versus  
3 Bryant Thomas. Have you collected any attorney's fees in this  
4 case?

5 MRS. PAINE: Request -- I would request a  
6 nonsuit.

7 THE COURT: Have you -- are you requesting  
8 the Court to grant you any attorney fees in this case?

9 MRS. PAINE: No. I would request a  
10 nonsuit.

11 THE COURT: What basis did you collect the  
12 attorney fees in this case prior to the case being disposed of  
13 on the Court's docket?

14 MRS. PAINE: We collected attorney fees  
15 on the basis -- we -- the management collected attorney fees  
16 in a voluntary settlement with the tenant.

17 THE COURT: Who set the attorney fees?

18 MRS. PAINE: The management, between the  
19 management and the law firm established the attorney's fees as  
20 far as I know. And if it is not agreeable with the tenant  
21 they are free to come in here and contest it.

22 THE COURT: So the attorney sets the fee.

23 MRS. PAINE: Your Honor, I really don't  
24 know. I was not --

25 THE COURT: That is what you just said.

1 MRS. PAINE: I believe I said that is  
2 what I think happens. I was not a member of the firm when this  
3 procedure was set up and I can't answer the question based on  
4 my personal knowledge.

5 THE COURT: So you don't know who set the  
6 fee or how it was set. All you know is the fee is set by  
7 somebody and if the people want to stay in the apartments they  
8 have to pay the fee.

9 MRS. PAINE: (Counsel nods head.)

10 THE COURT: You are shaking your head to  
11 the affirmative.

12 MRS. PAINE: I am shaking my head if they  
13 wish to retain possession they must pay the fees that the  
14 landlord requires and that includes the attorney's fee.

15 THE COURT: Okay. No attorney's fees  
16 requested; no attorney fees granted in accordance with the  
17 Landlord and Tenant Act. Any attorney fees collected in this  
18 case, which is still pending before the Court, should be returned  
19 to the Court to be reimbursed to the tenant. You have a right  
20 to appeal my decision to the Circuit Court. There will be no  
21 bond set, other than the mandatory appeal process, which you  
22 know what that is, according to the statute.

23 MRS. PAINE: Yes, sir.

24 THE COURT: If the money is not -- if the  
25 case is not appealed to the Circuit Court within the statutory

1 appeal time within seventy-two hours after that statutory  
2 appeal time the money will be paid into the Court and if it  
3 is not then I will take whatever necessary actions I feel --  
4 because the order to you is that the money will be paid into  
5 the Court.

6 MRS. PAINE: Yes, sir, Your Honor. For  
7 the record --

8 THE COURT: The case is still open. So  
9 you can go ahead. I haven't granted your motion and  
10 nonsuited yet. But go ahead.

11 MRS. PAINE: For the record I'd like to  
12 object to your making a ruling when I made a request, a motion  
13 for a nonsuit prior to your --

14 THE COURT: Oh, I am going to make the  
15 ruling on it --

16 MRS. PAINE: -- prior to your ruling.

17 THE COURT: -- before I make any other  
18 ruling.

19 MRS. PAINE: Well, I feel under the Civil  
20 Procedure in Virginia I have an absolute right to a nonsuit.  
21 And I would like to preserve that objection.

22 THE COURT: Okay. The objection is  
23 preserved.

24 MRS. PAINE: Thank you.

25 THE COURT: And the case is hereby nonsuited



1 MRS. PAINE: Thank you.

2 THE COURT: Great Atlantic Management  
3 Company, Incorporated, trading as Great Atlantic Agency, The  
4 Villas versus Harry B. Coleman. Have you collected any  
5 attorney's fees in this case?

6 MRS. PAINE: No, sir. We would request  
7 judgment for four thirty-four-fifty and possession, reasonable  
8 attorney's fees.

9 THE COURT: Do you have any evidence you  
10 wish to put on as far as reasonableness of attorney's fees?

11 MRS. PAINE: No, sir.

12 THE COURT: Judgment four thirty-four-fifty,  
13 costs, interest, possession and ten dollars attorney fee.

14 MRS. PAINE: Thank you.

15 THE COURT: Great Atlantic Management  
16 Company, Incorporated, trading as Great Atlantic Agency, The  
17 Villas versus Susan Parnell. Have you collected any  
18 attorney's fees in this case?

19 MRS. PAINE: No, sir.

20 THE COURT: Do you have any evidence you  
21 wish to put on?

22 MRS. PAINE: Your Honor, I believe that --

23 THE COURT: Oh, ma'am, you are here.

24 MS. SUSAN PARNELL: Susan Parnell.

25 THE COURT: Raise your right hand, please.

1 (Whereupon, the witness was sworn in.)

2 MRS. PAINE: Your Honor, I believe that  
3 Miss Parnell wants to contest this case. And I would like in  
4 accordance with the statement on our Notice, the Motion for  
5 Judgment to continue this case.

6 THE COURT: What is the statement that  
7 they have on their motion?

8 MRS. PAINE: Says that contested cases  
9 will be set for a later date.

10 THE COURT: Ma'am, in accordance with  
11 the Code of Virginia they have a right, when they put this on  
12 their Motion -- Notice, Motion for Judgment that contested  
13 cases will be set for a later date. So they do have that  
14 right to continue the case to a later date to prepare whatever  
15 evidence they wish to prepare. We'll pick a date that is  
16 reasonable and more or less agreeable to everybody. Do you  
17 have another date that you have to be back?

18 MRS. PAINE: I would request that we set  
19 this for May 8th or May 9th.

20 THE COURT: Okay. I see that --

21 MRS. PAINE: That is next Thursday or  
22 Friday.

23 THE COURT: I see the clerks haven't  
24 brought my calendar up to date. I still have the April  
25 calendar. Okay. We'll set it -- which date will you be back?

1 Do you have any other dates that you have to be back?

2 MRS. PAINE: Not within the time frame.

3 THE COURT: Do you have either one of  
4 those dates, ma'am?

5 MS. SUSAN PARNELL: Either one is fine.

6 THE COURT: We'll set May 8th.

7 MRS. PAINE: All right. And I would  
8 request a grounds of defense if that -- I know that doesn't  
9 give her much time, but I don't think --

10 THE COURT: Okay. We'll start all over  
11 again with the dates. Ma'am, she is requesting grounds of  
12 defense. You are to state in writing -- we have a little  
13 form here that more or less guides you. You are to state in  
14 writing your grounds for defense; why you feel you don't owe  
15 the money, any evidence you wish to put on as to why you  
16 should not have to pay this judgment or have a judgment  
17 entered against you. What we will do is give you ten days --

18 MRS. PAINE: All right.

19 THE COURT: -- to file that with the  
20 Court and send the opposing -- send this young lady here a  
21 copy of your defense. That little sheet there will more or  
22 less explain it to you.

23 MS. SUSAN PARNELL: Okay.

24 THE COURT: Now, that will be -- ten days  
25 from today will be --

1 MRS. PAINE: Monday, the 12th by my  
2 calendar.

3 THE COURT: -- Monday the 12th of May.  
4 It has to be in the court and into her hands on the 12th of  
5 May.

6 MS. SUSAN PARNELL: Do we still come to  
7 court on the 8th?

8 THE COURT: No, ma'am. We are going to  
9 set a new court day after the 12th of May. What day do you  
10 wish?

11 MRS. PAINE: The 14th, 15th, 16th.

12 THE CLERK: Fourteenth is a Wednesday,  
13 Judge.

14 THE COURT: Fifteenth, is that date  
15 agreeable?

16 MS. SUSAN PARNELL: (Defendant nods head.)

17 THE COURT: The case will be continued  
18 to May 15th. Now, do you have any motions that you wish the  
19 Great Atlantic to do?

20 MS. SUSAN PARNELL: No, sir.

21 THE COURT: Okay. May 15th.

22 Great Atlantic Management Company,  
23 Incorporated, trading as Great Atlantic Agency, The Villas  
24 -- you may leave. Come back on the 15th. -- versus Susan  
25 E. Paxton, P-a-x-t-o-n. Have you collected any attorney fees

1 in this case?

2 MRS. PAINE: No, sir. We would request  
3 judgment for four hundred, thirty-four-fifty; reasonable  
4 attorney fees and possession.

5 THE COURT: Do you have any evidence you  
6 wish to put on as far as the amount of reasonable attorney's  
7 fees?

8 MRS. PAINE: No, sir.

9 THE COURT: Four thirty-four-fifty judgment,  
10 costs, interest, possession; ten dollars attorney fees.

11 Great Atlantic Management Company,  
12 Incorporated, trading as Great Atlantic Agency, The Villas  
13 versus David O. Randolph, Lori J. Huskey. Have you collected  
14 any attorney fees in this case?

15 MRS. PAINE: Yes. I would request a  
16 nonsuit.

17 THE COURT: Have you requested -- are you  
18 requesting the Court to award you any attorney fees in this  
19 case in accordance with the Code of Virginia Landlord and  
20 Tenant Act?

21 MRS. PAINE: No, sir. I would like a  
22 ruling on my nonsuit.

23 THE COURT: Who decided the amount of  
24 attorney's fees that you collected in this case that is still  
25 pending before the Court?

1 MRS. PAINE: Your Honor, it was part of a  
2 voluntary settlement between the tenant and the management.

3 THE COURT: Who decided whether or not it  
4 was reasonable?

5 MRS. PAINE: Your Honor, I cannot answer  
6 that. I assume that they both decided that it was reasonable  
7 or the landlord would not have accepted it and the tenant  
8 would not have paid it.

9 THE COURT: Was it put to the tenant  
10 that the tenant had to pay this amount if the tenant wanted  
11 to stay in the apartment?

12 MRS. PAINE: I do not know. I was not  
13 present.

14 THE COURT: Well, who collected the  
15 attorney fees?

16 MRS. PAINE: Resident Managers of the  
17 apartments.

18 THE COURT: Who typed up this Motion for  
19 Judgment?

20 MRS. PAINE: My office prepares the  
21 Motion for Judgment.

22 THE COURT: So what is happening is the  
23 Resident Manager of each place collects your attorney fee.

24 MRS. PAINE: Yes, sir.

25 THE COURT: Have they paid the attorney

1 fees to you up front?

2 MRS. PAINE: They -- Your Honor, we -- they  
3 incur the attorney fees the minute they send us their list for  
4 which we prepare the Motion for Judgment.

5 THE COURT: So if you -- if they -- the  
6 rent is due on the 1st. It is not paid by the 5th. They send  
7 you the list on the 6th. Anybody who owes rent on the 6th of  
8 the month has automatically incurred a twenty-five dollar  
9 attorney fee.

10 MRS. PAINE: No, sir.

11 THE COURT: Well, explain it to me.

12 MRS. PAINE: The rent is due on the 1st.

13 THE COURT: Yes, ma'am.

14 MRS. PAINE: If they have not paid on the  
15 5th payer quit notices are posted on the tenants' doors on the  
16 6th. If they have not paid within the grace period allowed  
17 them under the payer quit and under the Virginia Code then the  
18 cases are turned over to us and at that moment attorney fees  
19 are incurred.

20 THE COURT: So the moment the list of  
21 delinquent people is turned into your office in order for  
22 anybody -- even if they walk in five minutes after you get the  
23 list -- if the tenant walks in he has to pay an extra twenty-five  
24 dollar attorney fee.

25 MRS. PAINE: Well, --

1 THE COURT: That is what you just said.

2 MRS. PAINE: I don't know, Your Honor,  
3 that -- you know, logically that would be the conclusion of  
4 what I just said. In reality the way it happens may not  
5 always be like that. But the point is that they have gone  
6 beyond their payer quit period, their grace period allowed  
7 them by Virginia law. They have no right to retain the  
8 premises. We have no obligation to accept their rent  
9 payment and their late charges. We can still come to court  
10 and ask for possession. If they don't want us to come to  
11 court and ask for possession then they settle it with the  
12 landlord.

13 THE COURT: My observation is -- my  
14 question to you is in this case if the tenant walks into your  
15 office ten minutes after Great Atlantic gives your office a  
16 list of the delinquent people and wishes to pay his rent  
17 before any attorney looks at that sheet, looks at the file  
18 you-all charge him, the client, the tenant an extra twenty-five  
19 dollars.

20 MRS. PAINE: No. I seriously doubt  
21 if that happens, which it has not.

22 THE COURT: Well, what happens? What  
23 happens?

24 MRS. PAINE: That when our office gets  
25 the list we begin preparing the Motions for Judgment.



THE COURT: But if a tenant walks in within ten minutes after you get the list and wishes to pay his rent do you assess him a twenty-five dollar attorney fees?

4 MRS. PAINE: Your Honor, that is a  
5 theoretical question. That has never happened. I would assume  
6 that it would not.

THE COURT: Assuming that it does happen -

MS. BARBARA DAUGHTREY: Excuse me a  
minute.

10 THE COURT: Assuming that that does  
11 happen. I am just trying to get to the reasonableness of  
12 who is setting this twenty-five dollar attorney's fees.

13 MRS. PAINE: Well, Your Honor, that  
14 question is not before you. I have requested a nonsuit.

15 THE COURT: I am asking you in this  
16 case that is still pending before the Court --

17 : MRS. PAINE: Your Honor, --

15 THE COURT: -- in order to determine  
16 whether or not the Code of Virginia is being followed, the  
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Q: Has an attorney ever touched this case

A: that you have just collected the twenty-five dollars on?

1 MRS. PAINE: Your Honor, I can't answer  
2 that question. We handle thousands of cases and I handle -- all  
3 of the Motions for Judgment are signed by me. They are prepared  
4 under my supervision. And I would say yes, I have.

5 THE COURT: Did you --

6 MRS. PAINE: I have handled this case.

7 THE COURT: Can you say specifically  
8 whether a lawyer handled this case?

9 MRS. PAINE: I would say that I have  
10 handled this case. Yes, sir.

11 THE COURT: You are stating under oath  
12 that you did handle this case.

13 MRS. PAINE: No, sir. I didn't say that.

14 THE COURT: What did you do?

15 MRS. PAINE: I told you the Motions are  
16 prepared under my supervision. I personally sign them.

17 THE COURT: No. This case. Was a Motion  
18 prepared in this case?

19 MRS. PAINE: Your Honor, yes, a Motion  
20 was prepared in this case.

21 THE COURT: Did you -- prior to it being  
22 prepared did you do anything in the case?

23 MRS. PAINE: Prior to the Motion being  
24 prepared I did not.

25 THE COURT: Did you put any information

1 into preparation of the Order or Motion or did a --

2 MRS. PAINE: Well, --

3 THE COURT: -- a paralegal do it or a  
4 clerk do it?

5 MRS. PAINE: Your Honor, I object to  
6 these questions. This issue --

7 THE COURT: Answer them.

8 MRS. PAINE: This issue is not before you.

9 THE COURT: Ma'am, I have made it an  
10 issue.

11 MRS. PAINE: I have requested a nonsuit  
12 prior to your ruling.

13 THE COURT: Ma'am, don't interrupt me.  
14 I won't interrupt you when you are talking. But I am trving  
15 to ask you a question. Don't interrupt me, please. We can  
16 proceed a lot faster.

17 My question to you is how much time did  
18 you put in the preparation of this case? You are an officer  
19 of the court. I expect an answer from the officer of the  
20 court. You are the attorney You said you handle all of the  
21 cases. I am asking you in the case of Great Atlantic  
22 Management Company, Incorporated, trading as Great Atlantic  
23 Agency, The Villas versus David O. Randolph, Lori J. Huskey  
24 how much time did you put in this case?

25 MRS. PAINE: Your Honor, I would have to

1 say that I do not keep records of the amount of minutes I  
2 spend or hours I spend on every single case that we are going  
3 to dismiss. All I can say is that ninety-five -- ninety  
4 percent or perhaps seventy-five percent of my time as a  
5 lawyer is spent dealing with Great Atlantic collections.  
6 We do six hundred to a thousand of them a month. And I  
7 would have to sit down and calculate my hours and divide it  
8 by the number of cases that we handle. I do not know how  
9 much time I spent handling this case.

10 THE COURT: So at twenty-five dollars  
11 a person and you do a thousand of them a month at twenty-five  
12 dollars each you are talking about twenty-five thousand  
13 dollars a month that your office is collecting to handle rent  
14 cases.

15 I am asking you how much time did you  
16 put or attorney's time was put in the case of Great  
17 Atlantic versus David O. Randolph, Lori J. Huskey?

18 MRS. PAINE: Your Honor, I have answered  
19 you by saying I do not know.

20 THE COURT: Then are you asking for  
21 the Court to award any attorney fees in accordance with  
22 the Code of Virginia?

23 MRS. PAINE: No. I am not.

24 THE COURT: Did you collect the attorney  
25 fees in accordance with the Landlord and Tenant Act?

1 MRS. PAINE: We collected attorney's  
2 fees as part of a voluntary settlement.

3 THE COURT: Did you -- the question to you  
4 is did you collect the attorney fees in accordance with the  
5 Landlord and Tenant Act?

6 MRS. PAINE: The Landlord and Tenant  
7 Act to my knowledge makes no provision one way or the other  
8 regarding voluntary settlement prior to trial.

9 THE COURT: Read it. Read it. Maybe  
10 it will refresh your memory.

11 MRS. PAINE: Your Honor, this case --

12 THE COURT: The part that is underlined,  
13 if you wish, is the part that deals with the reasonableness  
14 and willingness of in default.

15 MRS. PAINE: "If the tenant's noncompliance  
16 is willful the landlord may recover reasonable attorney's fees.  
17 Failure of the tenant either to pay the rent or to vacate the  
18 premises within five days after written notice of nonpayment  
19 given by the landlord shall be deemed willful noncompliance by  
20 the tenant"...

21 THE COURT: Read on. See, as a lawyer  
22 you just can't stop in the middle of a paragraph. Finish the  
paragraph.

23 MRS. PAINE: -- "unless the failure to  
24 pay the rent or to vacate the premises is found by the court  
to be reasonable."

25 My statement to you, Your Honor, is that

1 we are not requesting you to do anything in this suit. We  
2 are not requesting you to make any determination. I have  
3 asked you -- I have moved the Court for a voluntary nonsuit  
4 prior to your making any ruling. And I think I have an  
5 absolute right.

6 THE COURT: I haven't made a ruling yet.

7 MRS. PAINE: That's right. And I have  
8 moved the Court for a voluntary nonsuit.

9 THE COURT: Okay.

10 MRS. PAINE: And I object to your not  
11 granting that.

12 THE COURT: Okay. That is all in the  
13 record. My question to you is the amount of attorney fees  
14 you collected was it in accordance with the Landlord and  
15 Tenant Act?

16 MRS. PAINE: Your Honor, we are not  
17 asking for --

18 THE COURT: I asked the question.

19 MRS. PAINE: -- nor collecting --

20 THE COURT: Please answer my question.

21 MRS. PAINE: I am trying to answer your  
22 question.

23 THE COURT: Go ahead.

24 MRS. PAINE: We were not -- we are not  
asking for, nor collecting the fees under the terms of the

1 Act. It was part of a voluntary settlement.

2 THE COURT: Okay. The answer is that the  
3 fee, attorney fee, which you collected, were not in accordance  
4 with the Landlord and Tenant Act.

5 MRS. PAINE: They were not -- the fees  
6 that we collected are not provided for one way or the other.  
7 There is no statement in the Landlord and Tenant Act whether  
8 we can collect them or not. They are --

9 THE COURT: Was the fee you collected  
10 in accordance with the Landlord and Tenant Act under -- in  
11 accordance with the provisions of the Landlord and Tenant  
12 Act?

13 MRS. PAINE: There is no specific  
14 provision in the Landlord and Tenant Act that authorizes  
15 those fees.

16 THE COURT: Okay. Very fine. That is  
17 all I want. The motion is -- let me -- before I grant your  
18 motion here, any fees collected, not determined by the Court  
19 to be reasonable, should be returned in accordance with the  
20 Landlord and Tenant Act. If you wish an attorney's fee you  
21 can request one and I will consider granting you one, even  
22 if I nonsuit the case. If you ask for an attorney's fee  
23 I will consider it. You tell me how much time you put in  
24 the case. I will give you a reasonable attorney's fee. But  
25 if you do not ask me for one my interpretation is that in





1 MRS. PAINE: No, sir.

2 THE COURT: Do you have any motion or  
3 evidence you wish to put on?

4 MRS. PAINE: We move the Court for a  
5 nonsuit.

6 THE COURT: The Court will grant it. It  
7 appears to be all of Great Atlantic's cases on the docket.

8 MRS. PAINE: Yes, sir. Thank you.

9 (Whereupon, Court was adjourned.)

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## REPORTER'S CERTIFICATE

COMMONWEALTH OF VIRGINIA

CITY OF PORTSMOUTH, to-wit:

I, Teresa Carlisle, a Certified Shorthand Reporter, certify that the foregoing is to the best of my ability a true and correct transcript of the proceedings had before The Honorable Archie Elliot, Jr., Judge, during the hearings held in the cases of Great Atlantic Management Company, Incorporated, trading as Great Atlantic Agency, Cherokee versus Tony Colden, et al, Defendants, held in the General District Court, Civil Division, of the City of Portsmouth, Virginia on May 2, 1986.

  
Court Reporter

77  
TAKE NOTICE that on May 2, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ 451.00 and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of April, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

Maing M. Pope 4/16/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), Johnny W. Pope and Theresa A. Pope are indebted to the plaintiff in the sum of \$ 451.00 justly due under their lease of the premises located at 6024 Churchland Blvd #10 Portsmouth, Virginia 23703, which premises defendant(s) detain(s).
3. That proper notice has been given.

Subscribed and sworn to before me this 7th day of April, 1986

Samara Gonzalez  
Authorized Agent  
Diane Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant ☒ Non-Suit Dismissed  
Defendant(s) present Yes ☐ No ☐

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

No Attys Fee Requested

Non-Granted in accordance with

5-2-86  
Date Entered

Sec. 55.284.31

Judge

V8606212  
J. S. K. 403  
DOCKET NO. Mr. Suit

GEORGETOWN

GREAT ATLANTIC MANAGEMENT CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs  
AND  
JOHNNY W. POPE  
THERESA A. POPE  
Serve: APT. 10  
6024 CHURCHLAND BLVD.  
Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT  
1945984  
5-2-86

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

00151

The Sum of \$25.00 cash deposited  
by Marshall Blalock, Garner &  
Millner, Attorneys for the  
Plaintiff, in lieu of bond appealing  
within case to the Circuit Court  
of Portsmouth.

BY: Stallings D.C.

Name Johnny W. Pope

☐ Warrant (other than front))  
☐ Delivery of  
business of its  
purpose  
☐ Delivery of  
business of its  
purpose  
(If Warrant or Thouship)

☒ Post authorized 0950 mode. Other  
(Explanation)

☐ NOT FOUND

Serving Officer H. J. Stallings  
Date 4-16-86 For GARY W. WATERS, SHERIFF

Name Theresa A. Pope

☐ Warrant (other than front))  
☐ Delivery of  
business of its  
purpose  
☐ Delivery of  
business of its  
purpose  
(If Warrant or Thouship)

☒ Post authorized 0950 mode. Other  
(Explanation)

☐ NOT FOUND

Serving Officer H. J. Stallings  
Date 4-16-86 For GARY W. WATERS, SHERIFF

10 APR 1986  
12:00 PM  
CLERK

00152

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH

Great Atlantic Management Co, Inc, t/a etc

Plaintiff

v.

Johnny W. Pope and Theresa A. Pope

Defendant

L-86-404

Judge Schlitz

To: Johnny W. Pope and Theresa A. Pope  
Apt10  
6024 Churchland Blvd  
Portsmouth, Va 23703

The writ tax and costs in the above matter having been paid, the above-styled case has been placed on the docket of this Court, and it may be set for trial at the June term of Court, 1986. Docket call will be held on June 5, 1986 at 10:00 a.m.

WALTER M. EDMONDS, CLERK

BY \_\_\_\_\_, D. C.

Date: May 13, 1986

cc: Marshall, Elalock, Garner & Miller

# GENERAL DISTRICT COURT - CIVIL DIVISION

CIRCUIT COURT

Portsmouth, Va., 5/5/86 19.

Received of Jean M. Mathias, Clerk, the following -APPEALED-~~REMOVAL~~ cases with enclosures, as noted:

CASE NO.	COMMONWEALTH vs	CIVIL CASE styled	DOCKET DATE	ENCLOSURES
		Great Atlantic Management	5/2/86	
		Co., Inc., t/a Great		
		Atlantic Agency		
		vs.		
V86-06212		Johnny W. Pope & Theresa A. Pope		Notice of Motion
V86-06217		Albert W. Smith, Jr.		Notice of Motion
V86-06220		Glenn A. Seay & Anne P. Seay		Notice of Motion
V86-06223		Calvin B. Williams		Notice of Motion
V86-06248		Bryant Thomas		Notice of Motion
V86-06252		David Q. Randolph & Lori J. Huskey		Notice of Motion
				Cash Bond #214-\$150.00
				(\$25.00 each case)
				Writ Tax #79086 - \$132.00
				(\$22.00 each Case)

00154

Clerk

CAS 4

CLERK'S OFFICE  
CIRCUIT COURT, CITY OF PORTSMOUTH, VA.

RECEIVED OF Morshane, Blalock May 13 1986  
Twenty four DOLLARS  
FOR THE ACCOUNT OF .....

IN SETTLEMENT OF THE FOLLOWING

ACCOUNT	AMOUNT
Cash Bond	
Morshane, Blalock	
Warrant & Fees	
John Doe	
L-86-404	
501	25.00

WALTER M. EDMONDS  
CLERK

L. K. B. B. B.  
DEPUTY CLERK

C. W. WARTHEN CO., LYNCHBURG, VA.

CAS 6 S LAW RECEIPTS

CLERK'S OFFICE  
CIRCUIT COURT, CITY OF PORTSMOUTH, VA.

RECEIVED OF Morshane, Blalock May 13 1986  
Twenty four DOLLARS  
FOR THE ACCOUNT OF .....

WRIT TAX IN THE FOLLOWING ACTION AT LAW

PLAINTIFF	ACCOUNT	AMOUNT
<u>First Atlantic</u>	049 LAW	5.00
	304 LAW	15.00
	219, LIB.	2.00

VS. John Doe

DOCKET NO. L-86-404

WALTER M. EDMONDS  
CLERK

00155

TAKE NOTICE that on May 2, 1986 at one o'clock  
(1:00) p.m., or as soon thereafter as counsel may be heard, the  
undersigned will move this Court for judgment against you for the sum of  
\$ 418.00 and reasonable attorney's fees and Court costs, and for  
possession of the premises located at the address shown in the within  
Affidavit, due by you for reason of nonpayment of rent due and owing on  
said premises for the month(s) of April,  
1986.

I certify that I mailed a copy of this  
pleading to the Defendant(s).

Maureen M. B... 4/16 186  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and  
for the City and State aforesaid, the undersigned, who, after being duly  
sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), Albert W. Smith Jr  
are indebted to the plaintiff in the sum of

\$ 418.00 justly due under their lease of the premises located  
at 5654 B High St. W Portsmouth, Virginia  
23703, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this  
7 day of April, 1986

Cathy A. Rossi  
Authorized Agent  
Diane Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment  
may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant ☒ Non-Suit Dismissed  
Defendant(s) present Yes No

JUDGMENT is that the Plaintiff recover against the Defendant(s)  
in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from  
date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_  
Court costs and possession of the above-described premises.

No Attys Fee Requested

Non-Granted in accordance with

DOCKET NO. \_\_\_\_\_

HANOVER

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23601

Plaintiff

vs ALBERT W. SMITH, JR.

Serve: 5654-B HIGH ST. WEST

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

1945984

5-280

MARSHALL, BLALOCK, GARNER &  
MILLNER

P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

00156



The sum of \$25.00 cash deposited  
by Marshall Blalock, Garner & Millner,  
Attorneys for Plaintiff, in lieu of  
bond appealing within case to the  
Circuit Court of Portsmouth,

BY: Marshall Blalock D.C.

Name Albert W. Smith, Jr.

☐ Person other than from

☐ Debt of usual price or  
best of its kind

☐ Debt of usual price or  
best of its kind

(Relationship)

☒ Person other than from  
authorized person

☐ NOT REUNITED

Serving Officer G. J. Stelling

Date 4-16-86 For GARY W. WATERS, SHERIFF

RECEIVED  
APR 17 1986  
WILLIAM C. HELPS, CLERK  
P 2: 14

00157

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH

Great Atlantic Management Co, Inc, t/a etc

Plaintiff

v.

Albert W. Smith, Jr

Defendant

L-86-403

Judge Schlitz

To: Albert W. Smith, Jr  
5654 B High St , West  
Portsmouth, Va 23703

The writ tax and costs in the above matter having been paid, the above-styled case has been placed on the docket of this Court, and it may be set for trial at the June term of Court, 19 86. Docket call will be held on June 5m 1986 at 10:00 a.m.

WALTER M. EDMONDS, CLERK

BY \_\_\_\_\_, D. C.

Date: May 13, 1986

cc: Messrs: Marshall, Blalock, Garner & Millaer,

CAS 6 S LAW RECEIPTS

CLERKS' OFFICE

CIRCUIT COURT, CITY OF PORTSMOUTH, VA.

RECEIVED OF Marshall Etc May 13 1984

FOR THE ACCOUNT OF Twenty Five DOLLARS

WRIT TAX IN THE FOLLOWING ACTION AT LAW

PLAINTIFF	ACCOUNT	AMOUNT
<u>First Atlantic</u>	049 LAW	5 00
	304 LAW	15 00
VS.	219 LIB.	2 00
DEFENDANT <u>Robert W. Smith</u>		
	TOTAL	22 00

DOCKET No. L-86-403

WALTER M. EDMONDS

CLERK

L. K. Brown

DEPUTY CLERK

G. W. WARTHEN CO., LYNCHBURG, VA.

CAS 4

CLERK'S OFFICE

CIRCUIT COURT, CITY OF PORTSMOUTH, VA.

RECEIVED OF Marshall Etc May 13 1984

FOR THE ACCOUNT OF Twenty Five DOLLARS

IN SETTLEMENT OF THE FOLLOWING

ACCOUNT	AMOUNT
<u>Cash Bond</u>	
<u>Marshall, Blalock</u>	
<u>Revised &amp; Forward</u>	
<u>per Office</u>	

WALTER M. EDMONDS

CLERK

00159

TAKE NOTICE that on May 2, 1986 at one o'clock  
(1:00) p.m., or as soon thereafter as counsel may be heard, the  
undersigned will move this Court for judgment against you for the sum of  
\$ 434.50 and reasonable attorney's fees and Court costs, and for  
possession of the premises located at the address shown in the within  
Affidavit, due by you for reason of nonpayment of rent due and owing on  
said premises for the month(s) of April,  
1986.

I certify that I mailed a copy of this  
pleading to the Defendant(s).

William H. Prince 4/16/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and  
for the City and State aforesaid, the undersigned, who, after being duly  
sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), Glenn A. Seay +  
Anne P. Seay are indebted to the plaintiff in the sum of  
\$ 434.50 justly due under their lease of the premises located  
at 1016 Cherokee Road # 10-14 Portsmouth, Virginia  
23701, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this  
7th day of April, 1986

Victoria A. DeSimone  
Authorized Agent  
Diane Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment  
may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant ☒ Non-Suit ☐ Dismissed  
Defendant(s) present Yes ☐ No ☐

JUDGMENT is that the Plaintiff recover against the Defendant(s)  
in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from  
date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_  
Court costs and possession of the above-described premises.  
No Attys Fee Requested  
Non-Granted in Accordance with Sec. 55.284.31

DOCKET NO. 5-86-402

HODGES MANOR

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

VS

AND

GLENN A. SEAY  
ANNE P. SEAY

Serve:

APT. 10H  
1016 CHEROKEE RD.

Portsmouth, VA 23701

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

1945984

5-2-86

MARSHALL, BLALOCK, GARNER &  
MILLNER

P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

BY: Richard D.C.

Date 7-16-86 For GARY W. WATERS, SHERIFF

Date 4-16-86 For GARY W. WATERS, SHERIFF

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH  
Great Atlantic Management Co, Inc, t/a etc

Plaintiff

v.

Glenn A. and Anne P. Seay

Defendant

L-86-402

Judge Schlitz

To: Glenn and Ann P. Seay  
Apt. 10H  
1016 Cherokee Rd  
Portsmouth, Va 23701

The writ tax and costs in the above matter having been paid, the  
above-styled case has been placed on the docket of this Court, and it  
may be set for trial at the June term of Court, 1986. Docket  
call will be held on June 5, 1986 at 10:00 a.m.

WALTER M. EDMONDS, CLERK

BY \_\_\_\_\_, D. C.

Date: May 13, 1986

cc: Marshall, Blalock, Garner & Millner

# The Commonwealth of Virginia,

TO THE SHERIFF OF THE CITY OF PORTSMOUTH, GREETING:  
YOU ARE HEREBY COMMANDED TO SUMMON

Officer S. C. Sterling, Portsmouth Police Department, 711 Crawford Street,  
Portsmouth, Virginia 23704  
Mrs. Joyce Epps, 711 Coblidge Street, Portsmouth, Virginia 23704  
Ms. Sabrina Skeeter, 711 Coblidge Street, Portsmouth, Virginia 23704

to appear before the Circuit Court of the City of Portsmouth, at the Civic Center, 601 Crawford St., in said  
City on the 28th day of July 19 86, at 10 o'clock A.M.

to testify and the truth to say on behalf of the Defendant

in a certain matter of controversy in our said Court depending and undetermined between

Clarence Hillard

Plaintiff

and

Joyce Epps

Defendant

And this the witness shall in no wise omit, under the penalty of \$300 each — and have then  
and there this summons.

Witness, WALTER M. EDMONDS, Clerk of our said Court, at his office, this 11th  
day of July 19 86, in the ~~42~~ 210 year of the Commonwealth.

WALTER M. EDMONDS, Clerk

Samuel W. Meekins, Jr., Atty.  
L-85-402

By Carleatha Vincent D. C.

CAS 4

CLERK'S OFFICE  
CIRCUIT COURT, CITY OF PORTSMOUTH, VA.

RECEIVED OF Marshall DeLoach May 13 1986  
FOR THE ACCOUNT OF Twenty Five DOLLARS

IN SETTLEMENT OF THE FOLLOWING

ACCOUNT	AMOUNT
Cash Bond of Marshall DeLoach	
Deed and 5 L.A. and	
Order of Court	
L-86-402	
502 2500	

WALTER M. EDMONDS  
CLERK

L. K. B. 1986  
DEPUTY CLERK

C. W. WARTHEN CO., LYNCHBURG, VA.

CAS 6 S LAW RECEIPTS

CLERK'S OFFICE  
CIRCUIT COURT, CITY OF PORTSMOUTH, VA.

RECEIVED OF Marshall DeLoach May 13 1986  
FOR THE ACCOUNT OF Twenty Five DOLLARS

WRIT TAX IN THE FOLLOWING ACTION AT LAW

PLAINTIFF	ACCOUNT	AMOUNT
<u>Great Atlantic</u>	049 LAW	5 00
	304 LAW	15 00
	219 LIB.	2 80

VS.

DOCKET NO. L-86-402

WALTER M. EDMONDS  
CLERK

00164



772  
TAKE NOTICE that on May 2, 1986 at one o'clock  
(1:00) p.m., or as soon thereafter as counsel may be heard, the  
undersigned will move this Court for judgment against you for the sum of  
\$ 412.50 and reasonable attorney's fees and Court costs, and for  
possession of the premises located at the address shown in the within  
Affidavit, due by you for reason of nonpayment of rent due and owing on  
said premises for the month(s) of April,  
1986.

I certify that I mailed a copy of this  
pleading to the Defendant(s).

Maion Moore 4/16/86  
Of Counsel Date

DOCKET NO. \_\_\_\_\_

PEACHTREE

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs

BRYANT THOMAS

Serve: 3832-A TOWNE POINT RD.

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

1945984

5-2-86

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and  
for the City and State aforesaid, the undersigned, who, after being duly  
sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.

2. That the defendant(s), Bryant Thomas

are indebted to the plaintiff in the sum of  
\$ 412.50 justly due under their lease of the premises located  
at 3832-A Towne Point Road Portsmouth, Virginia  
23703, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this

7 day of April, 1986

Robert A. Thomas  
Authorized Agent  
Deane Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment  
may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR \_\_\_\_\_ Named Defendant ☒ Non-Suit \_\_\_\_\_ Dismissed  
Defendant(s) present \_\_\_\_\_ Yes \_\_\_\_\_ No

JUDGMENT is that the Plaintiff recover against the Defendant(s)  
in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from  
date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_  
Court costs and possession of the above-described premises.  
No Attys. Fee Requested, Non-Granted in Accordance with Sec. 55-284.31  
Atty. Fees to be returned  
5/7/86

The Sum of \$25.00 cash deposited by Marshall, Blalock, Garner & Millner, Attorneys for Plaintiff, in lieu of bond appealing within case to the Circuit Court of Portsmouth.

BY: W. S. Brown D.C.

Name Bryant Thomas

☐ Delivered to (other than front)

☐ Delivered to (usual place of business) (purpose)

☐ Delivered to (usual place of business) (purpose)

(Relationship)

☒ Posted to (place of abode) (Other authorized person on bond) 1035

☐ NOT FOUND (Explanation)

Serving Officer W. J. Stallings

Date 4-16-86 For GARY W. WATERS, SHERIFF

WILLIAM C. PHILLIPS, CLERK  
APR 17 1986  
APR 15 1986  
P 2: 2

00167



L-8K-401  
J. J. J. J. J.

M. H. M. P.      4/16 186  
Of Counsel      Date

00169

The Sum of \$25.00 Cash deposited by  
Marshall, Blalock, Garner & Millner,  
Attorneys for the Plaintiff, in lieu  
of bond appealing within case to the  
Circuit Court of Portsmouth.

BY: W. B. Gardner D.C.

Name Calvin B. Williams

☐ PERSONAL SERVICE (Address if other than front)

☐ Delivered to person found in charge of usual place of business or employment and giving information of its purpose

☐ Delivered to family member age 16 or older at usual place of abode of party named above after giving information of its purpose.

(Recipient's Name) (Age) (Relationship)

☒ Posted or front door at usual place of abode. Other authorized recipient not found. 09.13

☐ NOT FOUND (Reason other)

Serving Officer [Signature]

Date 4-17-66 For GARY W. WATERS, SHERIFF

CLERK OF COURT  
60 S. 3RD ST.  
PORTSMOUTH, N.H.

00170

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH .  
Great Atlantic Management Co, Inc, T/A etc

Plaintiff

Calvin B. Williams

L-86-401  
Judge Schlitz

Defendant

To: Calvin B. Williams  
Apt. 2D  
1038 Cherokee Rd  
Portsmouth, Va

The writ tax and costs in the above matter having been paid, the above-styled case has been placed on the docket of this Court, and it may be set for trial at the June term of Court, 19 86. Docket call will be held on June 5, 1986 at 10:00 a.m.

WALTER M. EDMONDS, CLERK

BY \_\_\_\_\_, D. C.

Date: May 13, 1986

cc: Messrs: Marshall, Blalock, Garner & Millner  
Attorneys at Law  
P. O. Box 36  
Newport News, Va 237

00171

CAS 6 S LAW RECEIPTS

CIRCUIT COURT, CITY OF PORTSMOUTH, VA.

CLERK'S OFFICE

RECEIVED OF Marcelle Black Mar 13, 1986

FOR THE ACCOUNT OF Twenty Five DOLLARS

WRIT TAX IN THE FOLLOWING ACTION AT LAW

PLAINTIFF	ACCOUNT	AMOUNT	
<u>Good Oceanic</u>	049 LAW	5	00
	304 LAW	15	00
	219 LIB.	2	00
	TOTAL	22	00

VS. Catrina B. Williams

DEFENDANT

DOCKET No. L-86-401

WALTER M. EDMONDS

CLERK

L. K. Brewer

DEPUTY CLERK

C. W. WARTHEN CO., LYNCHBURG, VA.

CAS 4

CIRCUIT COURT, CITY OF PORTSMOUTH, VA.

CLERK'S OFFICE

RECEIVED OF Marcelle Black Mar 13, 1986

FOR THE ACCOUNT OF Twenty Five DOLLARS

IN SETTLEMENT OF THE FOLLOWING

	ACCOUNT	AMOUNT
<u>Catrina B. Williams</u>		
<u>Marcelle Black</u>		
<u>Williams &amp; Thomas</u>		
<u>Only for 1-86-401</u>		

WALTER M. EDMONDS

CLERK

L. K. Brewer

DEPUTY CLERK

00172



TAKE NOTICE that on May 2, 1986 at one o'clock  
(1:00) p.m., or as soon thereafter as counsel may be heard, the  
undersigned will move this Court for judgment against you for the sum of  
\$ 434.50 and reasonable attorney's fees and Court costs, and for  
possession of the premises located at the address shown in the within  
Affidavit, due by you for reason of nonpayment of rent due and owing on  
said premises for the month(s) of April,  
1986.

I certify that I mailed a copy of this  
pleading to the Defendant(s).

William H. Hines 4/16/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and  
for the City and State aforesaid, the undersigned, who, after being duly  
sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), David Q. Randolph and Lori J. Huskey are indebted to the plaintiff in the sum of  
\$ 434.50 justly due under their lease of the premises located  
at 6725 KENNY LANE #104 Portsmouth, Virginia  
23703, which premises defendant(s) detain(s).
3. That proper notice has been given.

Subscribed and sworn to before me this  
7 day of April, 1986

Barbara Q. Dawgitt  
Authorized Agent  
Don Carter  
Notary Public

My Commission Expires: March 5, 1989

WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment  
may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR Named Defendant ☒ Non-Suit ☐ Dismissed  
Defendant(s) present ☐ Yes ☐ No

JUDGMENT is that the Plaintiff recover against the Defendant(s)  
in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from  
date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_  
Court costs and possession of the above-described premises.  
No Attys. Fee requested, Non-Granted in Accordance with Sec. 55.284.31  
Attys. Fees to be returned \_\_\_\_\_

DOCKET NO. \_\_\_\_\_

THE VILLAS

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs  
AND

DAVID Q. RANDOLPH  
LORI J. HUSKEY

Serve: APT. 104  
6725 KENNY LANE

Portsmouth, VA 23703

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

1945984  
5-2-86

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

BY: W. Gardner D.C.

*Lori J. Huskey*

☐ ...  
☐ ...  
☐ ...  
☐ ...  
☒ ...  
☐ NOT ...

Serving Officer *D.J. Hall*  
Date *4-16-86*

WILLIAM C. NELSON, CLERK  
MAY 17 1986  
1024

3

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH

Great Atlantic Management Co, Inc

Plaintiff

L-86-399

Judge Schlitz

v.

David Q. Randolph and Lori J. Huskey

Defendant

To: David Q. Randolph and Lori J. Huskey  
6725 Kenny Lane  
Portsmouth, Va 23703

The writ tax and costs in the above matter having been paid, the above-styled case has been placed on the docket of this Court, and it may be set for trial at the June term of Court, 1986. Docket call will be held on June 5, 1986 at 10:00 a.m.

WALTER M. EDMONDS, CLERK

BY [Signature], D. C.

Date: May 13, 1986

cc: Mashall, Blalock, Garner & Millner  
P.O. Box 36  
Newport News, Va 23607

00175

JUDICIAL RECEIPT

CAS 6 S LAW RECEIPTS

CLERK'S OFFICE  
CIRCUIT COURT, CITY OF PORTSMOUTH, VA.

RECEIVED OF

Marshall, Black & Co. 13<sup>th</sup> 19<sup>86</sup>  
Twenty Two 10- DOLLARS

FOR THE ACCOUNT OF

WRIT TAX IN THE FOLLOWING ACTION AT LAW

PLAINTIFF

Great Atlantic May

VS.

DEPENDANT

Raeil J. Randolph  
Et al

ACCOUNT	AMOUNT
049 LAW	5 00
304 LAW	15 00
219 LIB.	7 00
TOTAL	27 00

DOCKET  
No.

L-86-399

WALTER M. EDMONDS

CLERK

DEPUTY CLERK

C. W. WARTHEN CO., LYNCHBURG, VA.

JUDICIAL RECEIPT

CAS 4

CLERK'S OFFICE

## CIRCUIT COURT, CITY OF PORTSMOUTH, VA.

RECEIVED OF

Marshall, Black & Co. 13<sup>th</sup> 19<sup>86</sup>  
Twenty Two 10- DOLLARS

FOR THE ACCOUNT OF

IN SETTLEMENT OF THE FOLLOWING

ACCOUNT

AMOUNT

Cash Bond  
Marshall, Black & Co.  
Agent & Receiver  
Attys for 10 86-399

502 25 00

WALTER M. EDMONDS

CLERK

DEPUTY CLERK

C. W. WARTHEN CO., LYNCHBURG, VA.

00176

1 VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH

2 - - - - -

3 DEPOSITION IN REGARD )  
 4 GREAT ATLANTIC MANAGEMENT )  
 5 COMPANY, INCORPORATED, )

6 vs. )

7 THE HONORABLE ARCHIE ELLIOT, )  
 8 JR. )  
 9 - - - - -

11 PROCEEDINGS TAKEN BEFORE: The Honorable William  
 12 H. Oast, Jr., Judge

13 May 5, 1986

18 APPEARANCES: MESSRS. MARSHALL, BLALOCK, GARNER &  
 19 MILLNER

20 By Mrs. Marion M. O. Paine,  
 21 Mrs. Rene Bowditch and Mr. B. M.  
 22 Millner,  
 23 Attorneys appearing in behalf of  
 24 Great Atlantic Management Company,  
 25 Incorporated

MR. NEIL A. G. McPHIE,  
 Assistant Attorney General,  
 Appearing in behalf of The Honorable  
 Archie Elliot, Jr.

1 MR. MILLNER: My name is B. M. Millner  
2 and I am appearing here today. The Notice of Depositions  
3 was served originally on opposing counsel, Mr. McPhie, who  
4 is also with me, and was originally scheduled, I believe,  
5 for last Wednesday. And by agreement of counsel, because of  
6 conflict in people's schedules -- and was originally set for  
7 my office. And by agreement with Mr. McPhie the depositions  
8 were then changed to two o'clock today in Portsmouth at the  
9 offices of Judge Elliot. In a conference room here in the  
10 General District Court when we walked in Judge Elliot was  
11 here; said "Do you have an Order from Judge Oast to take my  
12 deposition?" This happened before the court reporter could  
13 get things set up. He has now left the room, saying until  
14 we get an Order from Judge Oast that he is not going to take  
15 the deposition. I will simply say that I have come from  
16 Newport News, along with Mrs. Paine, who is associated with  
17 me, along with Mrs. Rene Bowditch, who is special counsel  
18 that we have doing some research in the matter, who is a  
19 member of the State Bar. And I just -- we are now prepared  
20 to proceed with the depositions and would ask Mr. McPhie to  
21 discuss the matter with his client and so that we may now  
22 proceed.

23 MR. McPHIE: Okay. This -- I agree the  
24 deposition was by agreement. And it was my understanding  
25 that there would be a deposition at this time, at this place.

1 I do want to add though that my objection to the original  
2 Notice stands. And I don't believe you have the right to a  
3 deposition then at that time. The Notice -- the file speaks  
4 for itself.

5 Right now I want to deal with what I have  
6 in front of me, which is whether we are going to have a  
7 deposition today. I might add I have come all the way from  
8 Richmond, Virginia also. It seems to me that we should go to  
9 Judge Oast and see if he will issue an Order requiring the  
10 depositions in this case.

11 MR. MILLNER: Well, I just --

12 MR. McPHIE: I am going to try once again  
13 to talk to my client.

14 MR. MILLNER: Why don't we adjourn and  
15 let you talk to the Judge.

16 MR. McPHIE: My advice to my client is to  
17 do whatever is necessary to move this case along, Mr. Millner.  
18 I am sure you know that by now.

19 MR. MILLNER: Thank you, Mr. McPhie. Why  
20 don't we adjourn and let you go talk to Judge Elliot and see  
21 in view of what has happened here -- we came here. We have  
22 no idea if Judge Oast is available. I don't think it is the  
23 type thing that you require any Order of Judge Oast. It is  
24 just under the Rules of Procedure we are entitled to take his  
25 deposition. We have served the Notice. I think he --

1 MR. McPHIE: I don't know why you want to  
2 load up the record. I mean we have said --

3 MR. MILLNER: Okay. Fine. Well, why  
4 don't you go talk to him and let's see if pursuant to the  
5 Notice if we can now proceed with the taking of depositions.

6 MR. McPHIE: All right.

7 MR. MILLNER: See what he says.

8 MR. McPHIE: Not pursuant to the Notice;  
9 pursuant to the agreement.

10 MR. MILLNER: Notice and agreement.

11 MR. McPHIE: Okay.

12 (Whereupon, there was a recess in the  
13 proceedings.)

14 (Whereupon, counsel and the court  
15 reporter appeared in the chambers of The Honorable William H.  
16 Oast, Jr.)

17 MR. MILLNER: Judge, we come before you --  
18 I forget -- approximately ten days ago I served a Notice of  
19 Deposition to take the deposition of Judge Elliot and sent a  
20 copy to Mr. McPhie. And, Judge, the original Notice was set  
21 for last Wednesday at my office in Newport News. Mr. McPhie  
22 filed a Notice of objection to the -- our Notice to Take  
23 Depositions saying it is premature. In a subsequent phone  
24 conversation we agreed to change the day to today at two o'clock  
25 and to make it at a -- let them pick the spot, somewhere in



1 Portsmouth. And we had picked Judge Elliot's conference room  
2 as the place to take a deposition.

3 JUDGE OAST: All right.

4 MR. MILLNER: So when we arrived at two  
5 -- it is now approximately two-fifty. When we came in, Judge  
6 Elliot announced that he was not going to participate or let  
7 me take his deposition without an Order from you. And we then  
8 adjourned the proceedings in order that Mr. McPhie would have  
9 a chance to discuss it with him. And I can simply say that  
10 the agreement was -- the Notice of taking the deposition was  
11 pursuant to the Notice and agreement of counsel. And we would  
12 now ask the Court to direct Judge Elliot to permit us to take  
13 his deposition.

14 There are apparently some factual disputes  
15 as to what happened at the first hearing and that is really  
16 what we want to do, is to get in and to find out exactly  
17 what Judge Elliot says happened at the first hearing.

18 JUDGE OAST: Excuse me for interrupting.

19 MR. MILLNER: Yes, sir.

20 JUDGE OAST: What do you call the first  
21 hearing?

22 MR. MILLNER: That was the hearing when --

23 JUDGE OAST: Up here or the one you had --

24 MR. MILLNER: No, sir. When Mrs. Paine  
25 appeared before Judge Elliot on March the 28th, 1986.

1 JUDGE OAST: Guess what I found in my  
2 drawer. I don't know what that is doing in there.

3 MR. MILLNER: And that was -- that -- at  
4 that hearing is the time in which we think the facts are that  
5 Judge Elliot directed Mrs. Paine to present to his court within  
6 ten days the \$25.00 checks or to not present the checks and be  
7 held in contempt of court and then we would have the  
8 opportunity to appeal. It was sort of you either present the  
9 checks or be held in contempt and then you can appeal.  
10 And Mrs. Paine further asked for some appeal bond or something  
11 to be posted in the meantime and he refused to do that.

12 So we wanted to develop what Judge Elliot  
13 says happened at that time in order that we may be prepared for  
14 the trial and --

15 JUDGE OAST: Let me ask you --

16 MR. MILLNER: And further we want to  
17 just have a general deposition of Judge Elliot relating to  
18 his background; just ask questions in order to prepare for  
19 the case. He is a Defendant. And if we are going to get into  
20 evidentiary matters then we want to be prepared. And so we  
21 have a series of questions that -- we just want to be prepared  
22 when we go to trial. So that we would prepare this case the  
23 same as we would any other case. And so he is -- we submit  
24 has no special standing and --

25 JUDGE OAST: What?

1 MR. MILLNER: We say in this case he has  
2 no special standing. He is a Defendant.

3 JUDGE OAST: Oh, standing. I misunderstood  
4 you.

5 MR. MILLNER: We would ask the Court  
6 order and direct that he take the deposition.

7 JUDGE OAST: Well, let me hear from  
8 Mr. McPhie and see what he has to say.

9 MR. McPHIE: Can I speak, Judge?

10 JUDGE OAST: Yes, sir. I want you to.

11 MR. McPHIE: First, just so we can  
12 clarify a number of things, as the Judge knows, this is a  
13 special proceeding.

14 JUDGE OAST: Yeah. Right.

15 MR. McPHIE: The Judge also knows the  
16 Rules of Discovery really don't provide for this kind of  
17 proceeding. In fact, they are silent. However, technical  
18 defenses aside, I gave Mr. Millner my word. And I told the  
19 Court this, that I would in fact cooperate and get my client  
20 to cooperate. And I thought we had a deposition on today,  
21 not based on a Notice of Deposition. I filed a bleeding, a  
22 motion for a Protective Order, --

23 JUDGE OAST: Yeah.

24 MR. McPHIE: -- which indicates why it  
25 is that Notice was improper. But rather than fight the

1 fight and come all the way down to Portsmouth and argue about  
2 this, I wanted to cut to the quick and get the deposition on  
3 and indeed pursuant to our telephonic discussion. That is  
4 accurate. I just wanted to clarify it.

5 Now, it seems to me, Judge, -- I hadn't  
6 thought of this before, but based on Mr. Millner's present  
7 assertions about the Judge's background, that type of thing,  
8 I don't see that being a part of this case. Obviously he is  
9 going to have to have -- ask -- any question that is relevant  
10 to the issues in this case can be asked. No question about  
11 that. It is a right of prohibition. The bottom line is does  
12 the Court have jurisdiction or doesn't it. If it doesn't  
13 have jurisdiction that is the end of it.

14 JUDGE OAST: Who doesn't? Me?

15 MR. McPHIE: Not you, Judge. Does the  
16 General District Court have the jurisdiction to reach what he  
17 reached. If he had the right to reach, then I think -- on  
18 that basis, now, it seems to me that if Mr. Millner wants to  
19 develop facts underlining that legal problem, position, that  
20 is all right. As to what kind of motion was made in the  
21 Court that day I wasn't there. Mrs. Paine was there and the  
22 Judge was there. Mr. Millner and myself weren't there. If he  
23 wants to develop those kinds of facts that's fine.

24 It seems to me we have two issues in front  
25 of us here today. I feel embarrassed as a lawyer, as a member

1 of the Bar, that my word wasn't enough.

2 JUDGE OAST: Let me tell you this. You  
3 can put it in the record. But I spent a very miserable  
4 weekend because I wrote a letter to you, to you; to you.  
5 Okay. And I sent a copy of that letter to Judge Elliot.  
6 And I thought we had a gentlemen's agreement. If not -- now,  
7 there has been no Order entered. I will grant you that.  
8 There is going to be one, if I have to draw it in my longhand.  
9 I am going to enter it. But we had an agreement. And why --  
10 and maybe you don't want to answer this. But somebody told  
11 him to disobey that and go against the agreement. I can't  
12 believe that the Attorney General's Office would do that.

13 MR. McPHIE: Certainly not, sir. We  
14 have done no such thing.

15 JUDGE OAST: And --

16 MR. McPHIE: In fact, we have worked with  
17 Mr. Millner's office all along to try to move this thing on.  
18 But left to our own devices we would have been further than  
19 we are today, Judge. And that is the bottom line question.  
20 I seriously have a problem as a lawyer myself which I have  
21 to talk to my office about.

22 JUDGE OAST: I am going to issue the Order  
23 and he is going to take his deposition if I have to write it  
24 longhand. My secretary is out. That is one reason the door  
25 was open. I have other ears listening out for my phone. I

1 have had a few phone calls today. And I am going to issue  
2 the Order. If you agree to it; you waive your technical  
3 objections to it --

4 MR. McPHIE: No question about that,  
5 Judge. I do not want to stand on technical grounds on this  
6 thing. I agreed to a deposition. And if I could do it all  
7 over again I would agree. Under the circumstances I thought  
8 we could move the thing on. As a member of the Bar I am  
9 mighty embarrassed that my agreement hasn't stood up. If this  
10 Court issues an Order directing my client to submit to a  
11 deposition, my advice to my client is that he submits to the  
12 deposition. Judge, that is -- I mean, that is the end of  
13 that.

14 JUDGE OAST: This thing is so childish  
15 and so ridiculous. I can't -- somebody -- Judge Elliot is  
16 relying on somebody else for advice that -- I don't know what  
17 the word is. But he is not -- well, seems like we make an  
18 agreement; we ought to live by it, Order or no Order. I  
19 didn't enter the Order, but I think we have an understanding  
20 the Order is going to come very shortly, I hope, --

21 MR. McPHIE: Yes, sir.

22 JUDGE OAST: -- unless they think -- when  
23 I say they -- unless you-all think Judge Elliot has complied.  
24 I will say this. And I am not changing my opinion one bit. I  
25 do think, though, by giving you-all a chance to appeal he has

1 removed some obstacles that -- he may have removed, but not  
2 the main thing. I never -- well, now, what do you want me to  
3 do? I am not going to call him up, but I will write -- I will  
4 sit down and write out my longhand right now that he shall  
5 submit to a deposition -- I am not in any hurry -- no later  
6 than three-o-five today. Have I got to do that?

7 MR. McPHIE: Judge, --

8 MR. MILLNER: I suggest we adjourn and  
9 let you go talk to Judge Elliot and see if he will not let us  
10 take his deposition.

11 JUDGE OAST: I told Mrs. Paine I have a  
12 very peculiar situation today. I don't know how the hell I  
13 got in this mess. I have got to take my eleven-year-old  
14 grandson to his music lesson at quarter-to-four. So I have  
15 to leave here about three-thirty today. How I got in that  
16 I don't know. But seems like somebody is sick around the  
17 house and can't take him or something. But I will come back  
18 if I have to and we'll take that deposition this afternoon.

19 You want to go ahead and see him? You  
20 have got a few minutes to go. I mean, I am not in any hurry  
21 as long as I get an answer here in about five minutes.

22 MR. McPHIE: Judge, I wish that I could  
23 tell you that my client will or will not submit to a  
24 deposition and I can't at this point in time. I am going to  
25 go back and try it again. And I mean that. I am not --

1 JUDGE OAST: My only regret is that I lost  
2 my temper a second last time. I didn't want to lose it at all.  
3 I did. I have got to admit I was hot. When somebody told me  
4 they weren't going to obey an Order of the Court, I was  
5 shocked. I am still in a state of shock.

6 MR. McPHIE: Judge, I think I also have  
7 to do a little more than that. I am going to call my office  
8 also on this one.

9 JUDGE OAST: Oh, sure.

10 MR. McPHIE: I am having some concerns  
11 myself.

12 JUDGE OAST: When I get this thing --  
13 it gets too hot and I have to hire outside counsel, do I get  
14 to pick who I want?

15 There is a phone. I don't know if there  
16 is anybody in the Law Library or not. If you go in that room  
17 right there -- if anybody is in there I will get them out, I  
18 guess. But to get long distance you have to dial 7 instead  
19 of 9.

20 MR. McPHIE: Okay.

21 JUDGE OAST: Go right through the door  
22 and through that door. And let me know what you need. I will  
23 cooperate with you any way, if I can. If you can't get a  
24 phone in there we'll clear it here and let you use this one.

25 MR. McPHIE: Thank you, sir.



1 JUDGE OAST: Sure.

2 MR. McPHIE: I will be right back.

3 JUDGE OAST: Good luck.

4 (Whereupon, there was a recess in the  
5 proceedings.)

6 JUDGE OAST: I don't have to make the run  
7 for the grandchild. Sit down and relax. And have you had a  
8 chance to talk to Judge Elliot?

9 MR. McPHIE: Yes, sir. I told Judge  
10 Elliot that you had made your mind up and you were going to  
11 require him to submit to a deposition.--

12 JUDGE OAST: Yes, sir.

13 MR. McPHIE: -- today --

14 JUDGE OAST: That is because you-all had  
15 agreed to it.

16 MR. McPHIE: -- and that an Order is going  
17 to be entered to that effect.

18 JUDGE OAST: That's it right there. Read  
19 it.

20 MR. McPHIE: Judge Elliot wanted to know --  
21 he, of course, recognizes your right to have him submit to a  
22 deposition. He wanted to -- contra to my advice, he wants  
23 to make certain motions to the Court. I can represent what  
24 those motions are.

25 JUDGE OAST: Well, you represent him.

1 MR. McPHIE: It is not my advice to  
2 Judge Elliot. And I want to be absolutely clear about that.

3 JUDGE OAST: I can tell you the first one  
4 he is going to make is denied. He wants to make a motion to  
5 disqualify me.

6 MR. McPHIE: Judge, that is one of them.

7 JUDGE OAST: Okay.

8 MR. McPHIE: As I said, he wants to make  
9 a motion to have you disqualify yourself from this case.

10 JUDGE OAST: All right, sir.

11 MR. McPHIE: I want to be absolutely clear  
12 on this record the Attorney General's Office in general and  
13 I in particular have consulted Judge Elliot against this  
14 course of action.

15 JUDGE OAST: I have no idea why he wants  
16 to do that. I will be perfectly honest with you. I have  
17 done certain things to help Judge Elliot. I always have. If  
18 there are any hard feelings it is a one-way street.  
19 According to the law I am going to judge the case as I see it.

20 MR. McPHIE: Judge, I won't even  
21 speculate. Those are matters outside than I think this case  
22 and I --

23 JUDGE OAST: I appreciate your motion.  
24 It will be denied.

25 MR. McPHIE: You understand this is Judge

1 Elliot's motion.

2 JUDGE OAST: Yes, sir.

3 MR. McPHIE: One other motion he was going  
4 to make is based on that Code Section 19.2-271 that says he  
5 can't testify, he is incompetent to testify. I agree with  
6 that. But at this time he is a party Defendant. And I am  
7 not sure that that would -- are you familiar with the Section  
8 that says a judge is incompetent to testify? Lawyers have a  
9 good time with that Section.

10 JUDGE OAST: That has disturbed me. But  
11 you had agreed to it.

12 MR. McPHIE: Absolutely, sir.

13 JUDGE OAST: So, therefore, he has waived  
14 that through his counsel. I am familiar with the Code Section.  
15 Of course, the lawyers think it should go further than it goes.  
16 But I will say since you waived that and agreed to the  
17 deposition that the deposition shall be taken.

18 MR. McPHIE: Judge, if you will, I would  
19 ask that whatever Order is entered reflect your rulings on the  
20 motions. I don't care if you pencil it in.

21 JUDGE OAST: You-all can draw it up later,  
22 because we don't have time, because it is three thirty-five now  
23 and I think you-all want to begin it. But you can draw that  
24 up in a separate Order and I will overrule it in a separate  
25 Order. Okay. Any problems with that?

1 MR. MILLNER: That's fine, Judge.

2 MR. McPHIE: Also, Judge, this case raises  
3 obvious concern for me in my continuing representation of  
4 Judge Elliot. I want to give Judge Elliot, of course, the  
5 best representation he can get.

6 JUDGE OAST: I think you have done a very  
7 good job. I don't have any problem with that.

8 MR. McPHIE: However, I do think these  
9 events have raised serious questions in my mind that I think  
10 I am duty bound to go back to Richmond and discuss with my  
11 office. In the meantime though I don't want to do anything  
12 that would prejudice Judge Elliot's defense in this matter.  
13 And it might very well be that if you are going to enter the  
14 Order, sir, I am going to make a motion on behalf of Judge  
15 Elliot to continue this.

16 JUDGE OAST: To do what?

17 MR. McPHIE: To continue this.

18 JUDGE OAST: Well, then if I continue it  
19 I am going to make you-all pay for these people's time and  
20 the court reporter's time. And he is going to have to pay for  
21 that. And if he wants to continue it based on that -- and I  
22 am talking about not just a toll fare from Newport News, but  
23 I am talking about time. The clock is running.

24 MR. McPHIE: I understand that, sir.

25 JUDGE OAST: You better talk to him.

1 MR. McPHIE: I understand that, sir.

2 JUDGE OAST: I don't think that is the  
3 proper way. I am not -- he is a lawyer. He is suppose to  
4 know how things are done. I don't think it is proper to get  
5 it continued at this late hour.

6 MR. McPHIE: Okay. Judge, may I then  
7 suggest, sir, that we just show in this Order that you have  
8 indeed considered and denied his motion to disqualify yourself?

9 JUDGE OAST: I think you and I are dealing  
10 with -- we are reasonable people. And you can draw a special  
11 Order and it will be in the record that you have made your  
12 motions, they were timely made and I have overruled them and  
13 an Order will follow that you will draw.

14 MR. McPHIE: Oh, certainly, sir. I  
15 quite understand. And that is the normal way of doing  
16 business.

17 JUDGE OAST: If you don't believe it then  
18 I'm sorry.

19 MR. MILLNER: We would like now to  
20 proceed with the deposition.

21 JUDGE OAST: If you will mark -- excuse  
22 me. Go ahead.

23 MR. McPHIE: One final thing, Judge, I  
24 would also want to make a motion for a Protective Order  
25 limiting the scope of this discovery to events that occurred

1 in Judge Elliot's court the morning of the 28th of March,  
2 when this whole events -- when this whole matter arose.

3 JUDGE OAST: Well, you know, the  
4 discovery goes right far and I hate to tell people how to run  
5 their own discovery. And I think that that is going a little  
6 too far. But if you have any specific questions that you  
7 object to you will have to call me and I will rule on the  
8 testimony up until five o'clock.

9 MR. McPHIE: I heard Mr. Millner say he  
10 wanted to ask some general questions about Judge Elliot's  
11 background. That could be a lot of things. That could be --

12 JUDGE OAST: He is not going to do  
13 anything to embarrass him, I'm sure.

14 MR. MILLNER: I suggest when we get to it  
15 you just raise an objection and we'll see. We'll cross the  
16 bridges as we get to them.

17 JUDGE OAST: Sure. I think you are  
18 dealing with reasonable people.

19 MR. McPHIE: Well, I guess that concludes.

20 MR. MILLNER: Let's start the deposition.

21 JUDGE OAST: May I have the Order and I  
22 will sign it. You endorse it seen and objected to, please, --

23 MR. McPHIE: Yes, sir.

24 JUDGE OAST: -- you know, seen and  
25 objected to.

1 MR. MILLNER: For the benefit of the  
2 court record the time is now three fiftv-eight. Judge Elliot  
3 just walked in the room and announced that he was going to  
4 say something. I asked that it be on the record. He walked  
5 out of the room.

6 Judge Elliot has now walked back in the  
7 room. So we are ready to go, Judge Elliot, with the deposition.

8 JUDGE ELLIOT: I will proceed with the  
9 depositions in Judge Oast's chambers or in his courtroom. I am  
10 on my way over there now to make certain motions before Judge  
11 Oast. Thank you. The time is now three fifty-eight. And it  
12 takes about two minutes to walk from here to Judge Oast's  
13 chambers.

14 (Whereupon, counsel, Judge Elliot and the  
15 court reporter proceeded to Judge Oast's courtroom, where the  
16 proceedings commenced at 4:10 p.m.)

17 (Whereupon, the court reporter was sworn in.)

18 MR. MILLNER: Your Honor, in view of the  
19 entry of the Order requiring Judge Elliot to proceed with the  
20 deposition we object to any further argument or proceedings by  
21 him and would request the Court to instruct Judge Elliot --

22 JUDGE OAST: I think the Judge wants to be  
23 heard. I will be glad to listen to him.

24 MR. MILLNER: Note our objection.

25 JUDGE OAST: Yes, sir.

1 JUDGE ELLIOT: Judge, if it please the  
2 Court, in behalf of myself I am making a motion for the record  
3 to ask you to disqualify yourself from further proceedings in  
4 this Court.

5 JUDGE OAST: All right. Tell me why. I  
6 want to know the reason.

7 JUDGE ELLIOT: Based on your testimony or  
8 your statements in the hearing before this Court on April 23rd,  
9 1986, at 9:00 a.m. and whereby you stated that -- sneaking with  
10 Mr. Millner -- it appeared that that part of this testimony is  
11 not in the record, the part where you and Mr. Millner were  
12 discussing whether or not -- how you met each other out in the  
13 hall and that it was obvious that he was upset about the  
14 proceedings over in my court. And I think for some --

15 JUDGE OAST: Excuse me, Judge Elliot. He  
16 never mentioned your name.

17 JUDGE ELLIOT: He didn't mention my --

18 JUDGE OAST: I never knew what he was  
19 over here for until I walked into that room. I had no idea  
20 who he was mad at. Your name wasn't mentioned. The case  
21 wasn't mentioned.

22 JUDGE ELLIOT: He did not mention my name?

23 JUDGE OAST: He did not mention the case.  
24 I did not discuss the case with him.

25 JUDGE ELLIOT: He mentioned the fact that



1 -- it was obvious from his appearance that he was upset at  
2 the proceedings.

3 JUDGE OAST: No, not at any proceedings.  
4 He said he was upset. He may have used the word mad.

5 JUDGE ELLIOT: Mad. Yes, sir.

6 JUDGE OAST: He never gave me any  
7 indication of what it was all about.

8 JUDGE ELLIOT: On page 7 of the  
9 transcript it says: THE COURT: "I thought you were going  
10 to bring an action to bring him in jail. I have been trying  
11 to get him for a long while."

12 JUDGE OAST: I said that? I never said  
13 anything like that.

14 JUDGE ELLIOT: Well, that is what is in  
15 the record.

16 JUDGE OAST: Well, the record is wrong.  
17 I have never said that. And you know when you and I sat down  
18 what I told you. And I told you the truth. I never said  
19 anything like that.

20 JUDGE ELLIOT: This is what --

21 JUDGE OAST: If I did, it was tongue in  
22 cheek. I never, never said that.

23 JUDGE ELLIOT: That is what is in the  
24 record. You further stated: THE COURT: "We can settle  
25 this in a very short order.", page 7. We are on page 7, line

1 23. THE COURT: "I am going to hold you in contempt."

2 JUDGE ELLIOT: "For my interpretation of  
3 the law?"

4 THE COURT: "I am telling you, you are  
5 wrong. Don't do it. The next time you do it you are going to  
6 jail. I am telling you right now."

7 JUDGE ELLIOT: "Judge, put me in jail."

8 THE COURT: "I am going to put you in  
9 jail. You have got to advise your client, because I swear I  
10 am going to put you in jail."

11 JUDGE OAST: That is if you violated the  
12 court Order. That is exactly what I said.

13 JUDGE ELLIOT: Okay. Judge, --

14 JUDGE OAST: Go ahead.

15 JUDGE ELLIOT: And further on page 11,  
16 starting with line 16, THE COURT: "I want to do it right now,  
17 too, but there is the thing. I hate this yo-vo effect, back  
18 and forth, this court, that court. If Judge Elliot held this  
19 lady in contempt she would have to appeal each one. That is  
20 twenty-four appeals she would have to do. Let's get it settled  
21 once and for all. We are in the circuit courts. Let's get it  
22 settled once and for all. If they work out a settlement he  
23 has no right -- and I am telling you right now if they work  
24 out a settlement you have no right to interfere with that  
25 settlement."

1 JUDGE ELLIOT: "Judge, have you read  
2 the Code section that says in order to get attorney fees the  
3 court has to determine the wilfulness of the person not  
4 paying it?" And I was cut off.

5 THE COURT: "Mr. Millner, draw your  
6 Order."

7 MR. MILLNER: "Thank you, Your Honor."

8 JUDGE ELLIOT: "Can you tell me  
9 specifically what I am prohibited from doing?"

10 THE COURT: "Draw the Order. Put it in  
11 the Order, Mr. Millner."

12 Judge, also where it said on page 9,  
13 line 6, THE COURT: "I don't know why you-all are fighting  
14 me over this. I think for some reason the General District  
15 Court wants to fight with us. If that is what you want to  
16 do, you have come to the right place. I can get mad. You  
17 have seen me mad. You have seen me get mad. And you were  
18 on my side at that time. I never have wanted to fight with  
19 you people over there. If that is what you want, you are  
20 in the right place."

21 JUDGE ELLIOT: "Judge, I have no comment.  
22 I will comment in my court only."

23 What I am saying, Judge, I don't know if  
24 this is -- the ruling in this case is personal against me  
25 and that you wanted to put me in jail.

1 JUDGE OAST: No, sir.

2 JUDGE ELLIOT: You have always wanted to  
3 put me in jail.

4 JUDGE OAST: I have never wanted to put  
5 you in jail.

6 JUDGE ELLIOT: Or if it deals with the  
7 General District Court in general and that you think that we  
8 wanted a fight with the Circuit Court. But I think that if  
9 you add it all up that we -- that I am at this point not in a  
10 good perspective to get a fair hearing. And I would ask the  
11 Court to respectfully disqualify itself.

12 JUDGE OAST: I am sorry you feel that way.  
13 The thing that disturbs me about this case after you and I  
14 both lost our tempers, which shouldn't have happened, you came  
15 over here to see me, not once but twice. We shook hands.  
16 And I wrote a letter. And you agreed. And as a man you went  
17 back on your word.

18 JUDGE ELLIOT: Judge, --

19 JUDGE OAST: You absolutely, positively  
20 -- and I had many sleepless nights over the weekend, two,  
21 because you as a man and a gentleman did not honor your word.  
22 I did not enter the Order because you said we would do it. I  
23 gave you a copy of the letter -- you should have gotten a copy  
24 of the letter. It was delivered to you. -- outlining exactly  
25 what we were going to do. And you did not do that. If you

1 did not get the letter I would be shocked. But it started  
2 off by saying -- I will find the letter somewhere. Did you  
3 get the letter?

4 JUDGE ELLIOT: Yes, sir, I did get a  
5 letter.

6 JUDGE OAST: And you did not -- if there  
7 is any misunderstanding you could have picked up the phone.  
8 Wasn't any misunderstanding. "Now that we have this matter on  
9 an even keel and understanding from Great Atlantic they would  
10 hold in the future fees in escrow and Judge Elliot will hold  
11 fees paid into the court in escrow and he will not issue any  
12 contempt citations" --

13 JUDGE ELLIOT: Well, Judge, that is the  
14 part we disagreed on.

15 JUDGE OAST: Well, your lawyer agreed to  
16 it. Your lawyer suggested it. Mr. Millner made that suggestion.  
17 I wrote you -- sent you a copy of the letter. And with that  
18 I thought we all straightened it out.

19 I wrote you again on April 28th and said  
20 I was glad we worked this matter out.

21 As I see it, Judge, you are trying to put  
22 the whole system on trial. It is something that has gotten  
23 out of hand. It is something that shouldn't be that way.  
24 You were sworn, as I was, to uphold the law. And I think  
25 that you are carrying it a little too far.

1 Your motion to disqualify me is hereby  
2 denied.

3 JUDGE ELLIOT: Okay. I have two other  
4 bases for the motion.

5 JUDGE OAST: Keep on going.

6 JUDGE ELLIOT: Okay. The other is as far  
7 as -- I think when Mr. Tayloe, Gordon Tayloe came over to my  
8 office and he had a copy of the transcript to tell me what --  
9 to me it was an act of intimidation. He was a mediator for Mr.  
10 Millner. -- to tell me that Mr. Millner intended to denose me,  
11 to paper work me to death, to ask Mary Sue Terry, as the  
12 Attorney General of this State, to disqualify herself  
13 representing me and that Mr. Millner intended, I guess, to  
14 cause me great pain and humiliation, and that all they wanted  
15 to do was settle this matter and me more or less not hear  
16 any cases with Great Atlantic, which I naturally refused to do.

17 But my next motion is --

18 JUDGE OAST: Where does that put me? I  
19 have nothing to do with Mr. Tayloe.

20 JUDGE ELLIOT: Okay. He said --

21 JUDGE OAST: Mr. Tayloe has never come  
22 into this case.

23 JUDGE ELLIOT: He has never officially  
24 come into it. No, sir.

25 The second one is, Judge, in accordance

1 with 19.2-271 of the Code of Virginia "Certain judicial  
2 officers are incompetent to testify under certain  
3 circumstances. No jail shall be" -- correction. "No judge  
4 shall be competent to testify in any criminal or civil  
5 proceeding as to any matter which shall come -- shall have  
6 come before him in the course of his official duties."

7 JUDGE OAST: Judge Elliot, I am familiar  
8 with that statute. And your attorney waived that. They had  
9 an understanding. The Attorney General that represents you  
10 waived that and said that they would not stand on formalities;  
11 they wanted to get this thing over.

12 JUDGE ELLIOT: Well, he might have  
13 waived it, Judge, but I am not at this point. I am not  
14 waiving.

15 JUDGE OAST: Well, you may not waive it.  
16 But what happened --

17 JUDGE ELLIOT: He has not represented me.  
18 And I have never told him that I would waive this.

19 JUDGE OAST: He is not representing you?

20 JUDGE ELLIOT: Not when he tells you  
21 that I waive this.

22 JUDGE OAST: He told me he waived it.  
23 And I -- based on that and other things I ordered it to be  
24 done.

25 JUDGE ELLIOT: Well, Judge, I am now

1 telling you that I am here before the Court requesting my  
2 incompetency to testify, as provided in the Code of Virginia.

3 JUDGE OAST: Since it has been waived, I  
4 will go ahead and -- with the depositions, because you are a  
5 party Defendant in this matter. And we shall proceed.

6 JUDGE ELLIOT: Note my objection to this  
7 matter.

8 JUDGE OAST: So noted.

9 JUDGE ELLIOT: And for the record that I  
10 specifically had not given my attorney the authority and I am  
11 not giving the Court this authority and I am not hereby  
12 waiving my incompetent to testify in accordance with the  
13 State Code as a judge.

14 JUDGE OAST: Judge Elliot, this whole  
15 thing is getting out of hand. I don't know why you want to  
16 put the judicial system on trial. I am very, very sorry. And  
17 I just -- when you got my letter, if you had called me up,  
18 we could have worked something. But you and I shook hands.  
19 And I thought we were working in an orderly manner. And I am  
20 just really hurt that -- I told you certain things the other  
21 day, what I thought I had done. And it hurts me when you turn  
22 around and just do what you have done. I'm sorry. It just --

23 JUDGE ELLIOT: That is another reason,  
24 Judge, that I am asking you to disqualify yourself.

25 JUDGE OAST: You want me to disqualify



1 myself because I tried to help you in two specific instances.  
2 Now, you know what I am talking about.

3 JUDGE ELLIOT: Yes, sir.

4 JUDGE OAST: I went out of my way.

5 JUDGE ELLIOT: Judge, the motion is to  
6 have the transcript of the April 23rd hearing before Your  
7 Honor made a part of the record as a basis of my motion to  
8 have you disqualify yourself.

9 JUDGE OAST: I don't have any problem with  
10 that.

11 JUDGE ELLIOT: Okay. The other is in  
12 accordance with Rule 4:0 Application of Part Four of the Rules  
13 of the Supreme Court of the State of Virginia, Part Four,  
14 Pretrial Procedures, Depositions and Production at Trial, Rule  
15 4:0, Application of Part Four, subsection (a) "The Rules in  
16 this Part Four shall apply in civil cases in both actions at  
17 law and suits in equity in the circuit courts. They also  
18 shall apply to proceedings for separate maintenance, divorce  
19 or annulment of marriage, for the exercise of the right of  
20 eminent domain, and for writs of habeas corpus or in the  
21 nature of coram nobis as provided in Rule 4:1(b)(5). Whenever  
22 in this Part Four the word 'action' appears it shall include  
23 a suit in equity."

24 I am saying to the Court that a writ of  
25 prohibition is an extraordinary writ and in an extraordinary

1 writ it -- when Rule 4 does not say that this extraordinary  
2 writ comes within Rule 4, because it was not included, that it  
3 is prohibited. And the legislature did not intend for judges  
4 to have depositions taken in an extraordinary writ through  
5 writ of prohibition when it deals with those proceedings in  
6 the judge's court.

7 JUDGE OAST: Judge Elliot, I will tell you  
8 once again that was considered. And I will be honest with you.  
9 I haven't had a chance to research that. No brief was  
10 forthcoming. I haven't had time. However, your attorney said  
11 he waived that and he wanted to proceed in an orderly fashion  
12 and that he had waived that and was willing to proceed. And  
13 that was why -- I am aware of that it is silent on it. Your  
14 attorney, Mr. McPhie, who is at your side at this time, waived  
15 that. And he wants to get this over with, like everybody else.

16 JUDGE ELLIOT: Okay. Let the record show  
17 that I did not authorize my attorney to waive it. I  
18 specifically told him -- I did not authorize him to waive it.  
19 I had no idea that he was going to waive it. And I am hereby  
20 asking the Court to apply Rule 4 of the Rules of Court of the  
21 Supreme Court of the State of Virginia in my case, because  
22 this is an extraordinary writ and it is not covered under the  
23 Pretrial Procedures, Depositions and Production at Trial.

24 JUDGE OAST: I think when Mr. McPhie and  
25 Mr. Millner, who are gentlemen, agree on something I take their

1 word for it, like I did you.

2 JUDGE ELLIOT: Okay. Judge, at this -- I  
3 have one other thing. And I would like to call -- I guess  
4 that is attorney/client relationship, but as to see whether  
5 or not I actually waived it --

6 JUDGE OAST: Well, he told me he did on  
7 your behalf and I believed him.

8 JUDGE ELLIOT: Well, I am telling you  
9 that --

10 JUDGE OAST: You talk to him in private  
11 then.

12 JUDGE ELLIOT: Okay. For the record,  
13 Judge, I am saying I did not tell him. Can I have about three  
14 minutes or two minutes?

15 JUDGE OAST: You certainly may. Go right  
16 in the conference room there. There is a conference room right  
17 there.

18 MR. McPHIE: Judge, before we go, on the  
19 record I'd like an opportunity to make a statement.

20 JUDGE OAST: You will have a chance to  
21 respond.

22 Flip the light on.

23 (Whereupon, there was a recess in the  
24 proceedings.)

25 JUDGE OAST: Let me see Mr. Millner,

1 Mr. McPhie. Let me see you-all up here one minute. I may  
2 have a solution.

3 MR. MILLNER: Judge, may we see you in  
4 chambers?

5 JUDGE OAST: Yes, sir.

6 JUDGE ELLIOT: Do you want me?

7 MR. MCPHIE: No. No. You stay there.

8 (Whereupon, Judge Oast, Mr. Millner and  
9 Mr. McPhie retired to Judge Oast's chambers at 4:30 p.m. and  
10 returned to the courtroom at 4:43 p.m.)

11 MR. MILLNER: May it please the Court, --

12 JUDGE OAST: Yes, sir.

13 MR. MILLNER: The time is now four  
14 forty-three in the afternoon. And I feel that this Court and  
15 the Bar of Virginia and the Commonwealth of Virginia owe a  
16 debt of gratitude that we have such a fine Assistant Attorney  
17 General as Mr. McPhie. I think he has conducted himself with  
18 the highest judicial ethics in this matter.

19 JUDGE OAST: I agree with that completely.

20 MR. MILLNER: And, Your Honor, I would  
21 not -- we feel that we are entitled to take the deposition of  
22 Judge McPhie -- I'm sorry -- of Judge Elliot, but we would  
23 prefer that it be on the merits and not on any understanding  
24 or misunderstanding between Judge Elliot and Mr. McPhie. So  
25 really at this point due -- because of the lateness of the

1 hour we would simply request that the -- on our motion that  
2 the depositions just be continued generally. I will be back  
3 in touch with Mr. McPhie. We will try to arrange a new time.  
4 If we can't do it by agreement -- and that each side would  
5 have the opportunity to fully brief the Court on the propriety  
6 of taking the deposition or not taking the deposition of  
7 Judge Elliot and that we just simply for today continue the  
8 matter and see if -- what may resolve in the meantime.

9 JUDGE OAST: All right.

10 MR. MILLNER: Mr. McPhie is in the  
11 process of seeing if a stipulation of facts may be entered  
12 into and if that can be done it perhaps would render unnecessary  
13 the taking of the deposition. And if we can isolate exactly  
14 what facts are in dispute or not be in dispute we would simply  
15 be in a better position to know how to proceed. So, Your  
16 Honor, we would ask that -- we realize that the Court has  
17 entered an Order directing that we take the deposition, but  
18 we would at this point ask that the Court vacate that Order.  
19 And we would be in essence back to ground zero. And let's  
20 see if Mr. McPhie and I can resolve the issues.

21 JUDGE OAST: You wish to continue it.

22 Mr. McPhie, you are before the Court.

23 JUDGE ELLIOT: Judge, if I may, --

24 JUDGE OAST: Wait a minute. Just a  
25 minute.

1 MR. McPHIE: Judge, I certainly agree with  
2 what has been suggested by Mr. Millner. I think I should  
3 clarify one thing in fairness to Judge Elliot. Sir, the  
4 question came up about whether or not he was consulted about  
5 waiving the objection. I take full responsibility for that.  
6 I certainly did not pose the question to Judge Elliot and I  
7 did not point the law to Judge Elliot. Said otherwise. I  
8 exercised my discretion as an attorney handling a case in  
9 certain circumstances. And I thought it would be to the best  
10 advantage of everyone, including Judge Elliot, that I waive it.  
11 But I want to be sure that the Court understands I did not ask  
12 or receive instructions from Judge Elliot that he waives any  
13 objection that he has. It was my doing.

14 JUDGE OAST: All right, sir.

15 Now, Judge Elliot, you want to say  
16 something?

17 JUDGE ELLIOT: Yes, sir. Judge, I would  
18 say to the Court that Wednesday I have to go to a conference  
19 in Williamsburg. I will be back. The conference is over  
20 Friday. Next week I will be on vacation. The week after that  
21 Judge Cales will be on vacation. Judge Morrison will be on  
22 vacation or either at conferences. And it will be this way  
23 for the rest of the summer, that we will be one judge short  
24 and we will be doubling up. What I am saying to the Court,  
25 the Court has overruled my motions, all three motions that I

1 have made, or the three bases of my motions. And if the  
2 Court is of the opinion that after I have made those motions  
3 that I should give the depositions -- I know that that Order  
4 was a very broad Order. If the Court feels that I should  
5 give depositions over my objections then I will give depositions  
6 rather than go for the next two weeks at vacation or at a  
7 conference with this thing hanging over me as to having to  
8 come and appear before Mr. Millner to answer his questions.  
9 So I will if the Court says -- has overruled my motions. And  
10 I would object; note my objection for the record. And if the  
11 Court says I should give my deposition in accordance with the  
12 Order then I will give the deposition.

13 JUDGE OAST: No one is trying to inconvenience  
14 you or anybody else. Let me say one thing. I probably should  
15 keep my mouth shut. You read some something that -- I have  
16 never been out to get you or anybody else. And I don't  
17 remember saying that. And if I did, as you know, when we first  
18 came in there that day I didn't realize that you had such  
19 hard feelings. I knew nothing about the case. But I even  
20 made some remarks, which I shouldn't have made I guess. But  
21 I thought you and I were friends. I think you will recall one  
22 of the first things I said: "I see this time you didn't send a  
23 boy to do a man's job.", which was sort of, I thought, a  
24 private joke between you and myself. But I see this is no  
25 joking matter. And I have never been out to get you. I

1 explained to you the other day what I had done to the  
2 contrary. And I don't care to go public with that. But I  
3 am very, very hurt that when I shook hands with you you had  
4 no intention that you would abide by a gentlemen's agreement.  
5 That hurt me. And I will be honest with you.

6 JUDGE ELLIOT: Okay. So I know it is late,  
7 but I will be here.

8 JUDGE OAST: I am going to leave it up  
9 to them. They have made a motion to continue it. And on their  
10 motion I will continue it and let the lawyers pick a time.

11 JUDGE ELLIOT: Judge, I am saving Mr. McPhie  
12 has no authority from me to enter into this agreement.

13 JUDGE OAST: He has said that. And they  
14 said --

15 JUDGE ELLIOT: And I am asking the Court  
16 to make a ruling now to let my mind be at ease.

17 JUDGE OAST: I am not going to make a  
18 ruling now. I am going to wait until they submit briefs to  
19 me and find out. And then we will go -- that is what they  
20 asked, I believe.

21 JUDGE ELLIOT: I just wanted to be -- for  
22 the record I am not asking for that; only Mr. Millner is asking  
23 for that.

24 MR. MILLNER: Well, Judge Elliot, would  
25 you now permit the taking of depositions?



1 JUDGE ELLIOT: Yes, based on Judge  
2 Oast's Order.

3 MR. MILLNER: All right. Judge, we would  
4 like then to proceed. We thought he didn't want to take it.

5 JUDGE OAST: How about Mr. McPhie?

6 MR. MILLNER: We are ready to go.

7 JUDGE ELLIOT: If his Order is to proceed  
8 we'll proceed then.

9 JUDGE OAST: Then you are agreeing with  
10 Mr. McPhie.

11 JUDGE ELLIOT: No, sir. I am objecting.  
12 But if the Court says I should go, I should go. I object to  
13 it.

14 MR. McPHIE: Judge, I am in a predicament.  
15 Either I have a client or I don't have a client. I think at  
16 this point, sir, I will make a motion on Judge Elliot's part.  
17 I do not want any matter to prejudice Judge Elliot's defense on  
18 the merits of this case. I think it is appropriate for me --  
19 we have certain statutory responsibilities. Judge Elliot is  
20 entitled to legal representation by the Attorney General's  
21 Office. It would appear at this point in time that the  
22 appropriate thing for me to do, sir, is to suggest to my office  
23 that other arrangements be made for representation, which may  
24 or may not include me in fairness to Judge Elliot. Therefore,  
25 sir, I would ask that the motion to continue be entertained

1 and be ordered by this Court so we can address what would  
2 appear in my opinion to be rather substantial concerns.

3 JUDGE OAST: Mr. Millner.

4 As I have said, the whole thing is getting  
5 out of hand. It should not have come this far. And I am just  
6 sorry to be where we are.

7 MR. MILLNER: In view of the representation  
8 made by Mr. McPhie we feel that the depositions should be --  
9 should not occur today. And so we are perfectly willing to do  
10 so if Judge Elliot himself would agree to it. We would  
11 like to proceed, but --

12 JUDGE ELLIOT: I would agree if it is my  
13 order.

14 JUDGE OAST: Sir?

15 JUDGE ELLIOT: If I am ordered to in  
16 accordance with the Order I will.

17 JUDGE OAST: He said -- it is my  
18 understanding -- I may have been reading something -- if you  
19 will waive then he will do it.

20 JUDGE ELLIOT: No, sir. I am not going  
21 to waive.

22 JUDGE OAST: It is going to be hanging  
23 over your head. That is all.

24 JUDGE ELLIOT: For the record Mr. McPhie  
25 is not speaking for me when he is asking for the continuance.

1 I would prefer to get this humiliation over in my mind today.

2 JUDGE OAST: Judge, nobody is trying to  
3 humiliate you at all. We are trying to work out a very  
4 delicate problem and I think we can. No one is trying to  
5 humiliate you. We are certainly not trying to tie up the  
6 Civil Court. But, as you know, the District Court with all  
7 these vacations coming up we'll have to get you help. They  
8 will even send you some good retired Circuit Court judges over  
9 there, you know, to -- off the record. Do you know now -- I  
10 don't care if it is on the record. -- retired Circuit Court  
11 judges now sit in the District Court? Do you know that?

12 MR. MILLNER: No, sir, I did not know  
13 that.

14 JUDGE OAST: Did you know that, Mr. McPhie?

15 JUDGE ELLIOT: And Judge Bain has already  
16 -- almost already volunteered to sit sometime in General  
17 District Court.

18 JUDGE OAST: Unfortunately Judge Bain is  
19 in very serious physical -- he is in the hospital and he has  
20 been in Intensive Care. And I'm sorry we can't use him. At  
21 this time he is very ill. And -- but we do that. They are  
22 doing that these days. That is just a matter of information.

23 I think we'll ask Judge Garnett to come  
24 over and try this case.

25 Motion to continue is granted.

1 JUDGE ELLIOT: Do we have a date, sir, that  
2 we can -- or could we have a date that we -- or is it  
3 general? Or where do we go from here?

4 MR. MILLNER: Judge, I was going to work  
5 it out with your counsel. We would certainly like to  
6 accommodate you.

7 JUDGE OAST: Let me interrupt you. He  
8 may not have the same counsel. If he has new counsel -- I  
9 am not saying Mr. McPhie is getting out. He has certainly  
10 indicated it may be a possibility. If you set it and he is  
11 not going to be there you have got a problem.

12 JUDGE ELLIOT: Well, I will be there.  
13 What day do you want?

14 MR. MILLNER: What date suits you, sir?

15 JUDGE OAST: I will suggest this. Let  
16 him go on his vacation. Don't interfere with his vacation.

17 JUDGE ELLIOT: Well, I would like to get  
18 it off my mind, because it is humiliating to me. It is just  
19 bothering me. I can't sleep at night with this thing on my  
20 mind.

21 Tomorrow?

22 JUDGE OAST: Well, the only thing I can  
23 say about that, they were going to submit a brief. And I  
24 have got -- the Sheriff says we have got two jury cases tomorrow  
25 I doubt seriously they are going to be able to prepare the

1 necessary brief by tomorrow. And I certainly won't have time  
2 to read it. If you-all get in a controversy, to the best of  
3 my knowledge, I will not be available. Also I am going to  
4 be out of town Thursday and Friday of this week.

5 MR. MILLNER: Judge Elliot, you would ease  
6 our situation if you would agree not to hear the Great  
7 Atlantic cases pending resolution of this matter.

8 JUDGE ELLIOT: I will never agree to  
9 that. I will not agree to that. If the cases come up I will  
10 try them.

11 MR. MILLNER: All right, sir. We  
12 respectfully feel you should disqualify yourself.

13 JUDGE ELLIOT: Thank you.

14 JUDGE OAST: I will make a deal with you.  
15 You do that; I will get out of this case. Easy as that.

16 JUDGE ELLIOT: No, sir, not with the --  
17 no, sir. I will just leave it at that.

18 JUDGE OAST: I am willing to -- I am trying  
19 to work things out so that you won't be embarrassed and I won't  
20 either and --

21 MR. MILLNER: Tomorrow suits me fine,  
22 Judge Elliot. And I have been here since two o'clock ready to  
23 take the deposition. Now, if I come over are we going to  
24 take it, or are you going to raise objections?

25 JUDGE ELLIOT: I -- in accordance with

1 the Order I will take depositions.

2 MR. McPHIE: That certainly puts my office  
3 in a bind, Judge. I certainly don't know if I can --

4 JUDGE ELLIOT: All I will be doing is --  
5 well, go ahead.

6 MR. McPHIE: -- get back to Richmond and  
7 whatnot. And there are -- if this were a private man, Judge,  
8 client, it may be easier to do it. This -- Judge Elliot, as  
9 any other judge, is entitled to representation. There is a  
10 statute that says it. My job at this point in time is just to  
11 make sure of that there is no prejudice to Judge Elliot's  
12 rights. I certainly am not going to be able to get back this  
13 evening, talk to the person that I am suppose to talk to, get  
14 back to Judge Elliot and see where we take it from there. It  
15 may be that our office will continue representation. It may  
16 not be. I can't answer those questions. I don't have any  
17 authority to do so. If a deposition is had tomorrow it may  
18 very well be that Judge Elliot is essentially on his own.  
19 That would be a terrible set of circumstances to be in.

20 JUDGE ELLIOT: I will come back Friday.

21 JUDGE OAST: I will agree with what  
22 Mr. Millner says. You have handled this in a very professional  
23 manner. We are certainly not going to do anything to  
24 embarrass you. I don't think Mr. Millner had that in mind.

25 MR. McPHIE: I think you should be

1 consulted. But if new counsel comes in it, well, what are we  
2 going to do?

3 MR. MILLNER: Judge, are you on vacation  
4 this week?

5 JUDGE ELLIOT: I will be at a conference.  
6 I will come back. We'll get it over.

7 MR. MILLNER: No, sir. I don't think  
8 that it is --

9 JUDGE ELLIOT: I am not going to sleep  
10 until it is over with anyway. So --

11 MR. MILLNER: Well, I think that is the  
12 reason that we had expedited -- I think that is the reason  
13 that your counsel had moved to set it today.

14 JUDGE ELLIOT: We'll do it Friday. I will  
15 be back.

16 MR. MILLNER: Well, Friday is available  
17 to me. But I am willing to accommodate you, sir.

18 JUDGE ELLIOT: Friday will be fine.

19 JUDGE OAST: Now, if any questions come  
20 up I will not be here. But I think the Code says any judge.  
21 If you took them in Norfolk, they would have to answer them.  
22 So --

23 MR. MILLNER: Start at nine o'clock in the  
24 morning?

25 JUDGE ELLIOT: No, sir.

1 MR. MILLNER: All right, sir. What time?

2 JUDGE ELLIOT: Eleven o'clock.

3 JUDGE OAST: Is that going to give you  
4 enough time?

5 JUDGE ELLIOT: We'll start at two o'clock.

6 MR. MILLNER: Judge, I have the whole day  
7 free. I can go through Saturday and Sunday, if necessary.

8 MR. McPHIE: When is this?

9 JUDGE ELLIOT: Friday at two.

10 MR. McPHIE: When is Friday? You got a  
11 calendar?

12 JUDGE ELLIOT: Judge, is there any limitation  
13 as to what they can depose of me?

14 JUDGE OAST: Well, I say they can take the  
15 questions as they come up. The Rules say if something comes  
16 up you can consult a judge. Any judge can do it. I won't be  
17 here. So that is going to be somebody else's problem.

18 JUDGE ELLIOT: And so this is over my  
19 objection. Okay. Okay. Friday at two.

20 JUDGE OAST: With one understanding,  
21 that is Mr. McPhie -- it is not going to put him in a bind  
22 if he gets back to Richmond and has to make other arrangements.  
23 We are not binding you by it. If it has to be continued  
24 because of that I will understand.

25 MR. MILLNER: I will understand perfectly.



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JUDGE OAST: Is that fair enough?

MR. McPHIE: Yes, sir. Thank you, Judge.

(Whereupon, the hearing was adjourned at

5:00 p.m.)

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REPORTER'S CERTIFICATE

COMMONWEALTH OF VIRGINIA

CITY OF PORTSMOUTH, to-wit:

I, Teresa Carlisle, a Certified Shorthand Reporter, certify that the foregoing is, to the best of my ability, a correct transcript of the proceedings had before The Honorable William H. Oast, Jr., Judge, taken in the Circuit Court of the City of Portsmouth, Virginia, on May 5, 1986.

Teresa Carlisle  
Court Reporter

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF PORTSMOUTH

Great Atlantic Managment Company, Inc. :  
t/a GREAT ATLANTIC AGENCY, :  
Petitioner, :

v. :

L86-317

Archie Elliott, Jr., Judge :  
General District Court :  
City of Portsmouth, Virginia. :  
:

ORDER

THIS DAY came the Attorney for the Defendant and moved the Court to disqualify itself on the grounds that irreconcilable differences have arisen between Judge Archie Elliott and Judge William H. Oast in this matter.

AND it appearing to the court that the motion should be granted, it is Ordered that Judge William H. Oast recuses himself from further action in this matter and the other Judges of this court having also recused themselves in this matter, and that this matter be referred to the Supreme Court of Virginia for the appointment of a Judge in this cause.

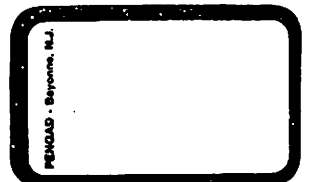
Entered this 6 day of May, 1986.

W.H.O.  
JUDGE

William H. Oast, Jr., Judge  
Circuit Court Of The  
City Of Portsmouth, Virginia

*Elliott*  
*15-6-86*  
*J.B.*

00223



VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF  
PORTSMOUTH, ON THE 16TH DAY OF MAY, 1986.

## Supreme Court of Virginia

To All to Whom These Presents Shall Come—Greeting:

Know Ye, That I, HARRY L. CARRICO

Chief Justice of the Supreme Court of Virginia, by virtue of authority vested in me by law, do hereby designate

Honorable RAYNER V. SNEAD

Retired Judge of the TWENTIETH JUDICIAL CIRCUIT to preside  
in the CIRCUIT Court of THE CITY OF PORTSMOUTH

In the case of  
Great Atlantic Management, Inc., t/a Great Atlantic Agency

v.  
Archie Elliott, Jr., Judge  
To be heard on a date set by the Judge, and continuing until  
the matters presented to him in this case  
have been disposed of according to law,

In the place of  
THE JUDGES OF THE THIRD JUDICIAL CIRCUIT  
who are so situated as to render it improper in their opinion,  
for them to preside at the trial of the said case.

A COPY, TESTE: WALTER M. EDMONDS, CLERK

BY: [Signature]

D.C.

Given under my hand and seal this 14th day of May, 1986.

[Signature]  
Chief Justice of the Supreme Court of Virginia



00224

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF PORTSMOUTH

GREAT ATLANTIC MANAGEMENT COMPANY, INC.  
t/a GREAT ATLANTIC AGENCY,

Petitioner,

v

Law No. L86-317

ARCHIE ELLIOT, JR., Judge  
General District Court,  
City of Portsmouth, Virginia

SERVE: The Honorable Archie Elliot, Jr.  
Judge, General District Court  
City of Portsmouth  
Civil Court  
Portsmouth, Virginia 23704

AMENDED PETITION FOR WRIT OF PROHIBITION

TO THE HONORABLE JUDGES OF SAID COURT:

Your petitioner, GREAT ATLANTIC MANAGEMENT COMPANY, INC. [Great Atlantic], respectfully represents as follows:

COUNT I

1. It is a Virginia corporation, with its principal place of business in the City of Newport News, and it owns and manages apartment complexes in the Commonwealth of Virginia, including several apartment complexes in the City of Portsmouth, Virginia.

2. ARCHIE ELLIOT, JR. is one of the duly elected and acting Judges of the General District Court for the City of Portsmouth, Virginia, and as such, sits from time to time as the presiding judge of the Civil Division of said Court.

00225

3. Certain tenants in each of the Portsmouth apartment complexes managed by Great Atlantic failed to pay rent due for the month of March, 1986 as provided under the applicable leases. Great Atlantic issued the customary five-day "Pay or Quit Notices" which were served on each of the delinquent tenants. At the expiration of said five-day period, Great Atlantic retained the law firm of MARSHALL, BLALOCK, GARNER & MILLNER to institute appropriate legal proceedings, against the tenants who remained delinquent, to obtain possession of the premises and money judgment in the proper amount. The legal proceedings instituted are normally referred to as "unlawful detainers".

4. Petitioner's attorneys, upon receipt of the matters, reviewed the delinquent tenants' leases and the notices sent in connection therewith, and prepared for each a "Notice of Motion for Judgment" to begin the unlawful detainer action seeking possession of the premises and proper money judgment. The money judgment sought included the base rent due for the applicable month, any late charges which were due, reasonable attorneys' fees, court costs and interest thereon, all as provided for under the lease and by the provisions of the Virginia Residential Landlord and Tenant Act (Code of Virginia §55-248 et seq, and specifically §55-248.31 and §55-248.35). The attorneys then filed the motions in the proper court and delivered them to the proper Sheriffs' offices so the pleadings could be properly served.

5. Petitioner had then incurred or paid attorney's fees in the amount of \$25.00 for each and every delinquent tenant's case which was referred to its attorneys for the collection of March rent as outlined above. Your petitioner believes and alleges that the \$25.00 attorneys' fee is fair and reasonable; it approximates 6% of the amount collected and is considerably below what other reputable attorneys charge for the same services and what the

courts normally award as reasonable attorneys' fees (courts normally award 15% to 25% of the amount prayed for or collected).

6. Many tenants, after receipt of the Motion for Judgment, wish to make voluntary payment of all amounts due, to cure their default so they may remain in possession of the premises. When voluntary payment is offered to Great Atlantic, Great Atlantic agrees to dismiss the action and allow the tenant to remain in possession, upon tenants paying the base rent, late charges, the sum of \$25.00 for attorneys' fees, plus costs of the service and filing fees for the unlawful detainer, which costs were already incurred.

7. Petitioner has no legal duty to accept payment from delinquent tenants after the five day grace period provided for in the "Pay or Quit Notice" nor has petitioner any legal duty to dismiss the unlawful detainer action if the rent is paid after the grace period. ~~Petitioner's agreement to dismiss or nonsuit the action is, therefore, a valuable consideration under the law which further supports petitioner's right to collect from the delinquent tenants the legal costs petitioner incurs.~~

8. After tenants were served with Motions for Judgment for the month of March 1986, 24 tenants in Portsmouth made voluntary payments to Great Atlantic in exchange for Great Atlantic's agreement to nonsuit the action pending against them.

9. On the scheduled return date of the unlawful detainers (which was March 28, 1986), petitioner appeared by its Counsel, Marion M. O. Paine, in the General District Court of Portsmouth to seek judgment against the delinquent tenants and to nonsuit or dismiss the actions pending against the tenants who had paid the total amount due. On this date, Judge Elliot was sitting (in Portsmouth the General District Court Judges rotate the different divisions) and consistent with his procedure, the cases were called by

apartment complex and the pending cases were then called alphabetically. The cases were called and disposed of and Judge Elliot awarded judgment against the delinquent tenants and nonsuited or dismissed the cases all as requested by petitioner's attorney. The proceedings to this point were relatively routine and ordinary and followed the customary procedures experienced or observed in all of the General District Courts of the "Hampton Roads" area of Virginia.

10. At the end of Great Atlantic's cases, Judge Elliot ordered petitioner's attorney, in her personal capacity as attorney (and not the petitioner) to present to the court (meaning Judge Elliot) a check for \$25.00, payable to each tenant who had voluntarily paid the same for the month of March, together with a certification that \$25.00 had been included for every tenant who had paid it for the month of March. Judge Elliot further stated that if said checks payable to the respective tenants were not delivered to his court within ten days, he would find Mrs. Paine in contempt of court and sentence her to ten days in jail for each check which was not delivered. Mrs. Paine respectfully objected to Judge Elliot's order and requested an opportunity to present authorities in support of her position, which was denied. Judge Elliot stated he had authority to order Mrs. Paine to make such repayment, because each case had been pending in his court when it was settled. Mrs. Paine asked Judge Elliot to set or establish an appeal bond, but Judge Elliot responded there could be no appeal because the cases had been previously dismissed at her request. Judge Elliot further stated that she could only appeal if she refused to make the ordered payments and was held in contempt or if she delivered the checks to him.

11. On April 7, 1986, petitioner by Counsel, Marion M. O. Paine and B. M. Millner, appeared before Judge Elliot and there is filed herewith and



made a part hereof the transcript of proceedings dated April 7, 1986, prepared by Carlisle and Berry Court Reporting Services.

12. The basis of Judge Elliot's ruling is that no voluntary settlement which includes payment of attorneys fees can be made without his approval when the action is pending in his court. This is stated by Judge Elliot as follows:

" THE COURT: Well, I feel that I have juris -- I feel that she had no jurisdiction or no right to accept or require payment of an attorney's fee, which is reasonable according to a contract, when the suit papers have been filed and she accepts the fee and she determines how much the fee will be. I feel that she did not have that right; that the Court has the only right to determine how much a reasonable attorney's fee will be, not the attorney.

MR. MILLNER: All right.

THE COURT: She decided twenty-five dollars. I did not decide that." (TR Apr. 7, p.3,1.16 - p.4.,1.1)

13. Petitioner is injured by Judge Elliot's order because, in accordance with its right to assistance of counsel, petitioner chose to employ counsel to collect delinquent rents and thereby incurred those legal costs, including attorney's fees. Petitioner is entitled to be reimbursed by the tenants for said legal costs because the lease agreements specify, "Lessee agrees to pay Lessor all collection, warrant, and court and legal costs caused by Lessee's failure to comply with the covenants and agreements herein" and the tenants' failure to pay rent as required by the lease is a failure to comply with the covenants therein which caused Lessor to incur legal costs. Judge Elliot's order effectively denies petitioner's right to be reimbursed by tenants for legal costs incurred even though said costs were in fact incurred by petitioner and incurred as a result of tenant's breach.

14. Because Judge Elliot compelled petitioner's attorneys to deliver said reimbursement checks to the court, petitioner has been injured in that amount because it will now have to reimburse said attorneys.

15. Your petitioner respectfully alleges that Judge Elliot has misconstrued the law of Virginia to hold that litigants do not have the right to arrive at a voluntary compromise which includes that attorneys' fees be paid by one party or the other. It is the custom in Virginia for parties-litigant, in settling cases, to include as a part of the settlement the payment of attorneys' fees where the same is proper under the existing circumstances. Such payment of attorneys' fees is done not only in the landlord-tenant context, but in a variety of law or equity cases, including divorce or domestic relations actions and in suits to collect monies due under notes and/or deeds of trust, when the contract provides for the payment of attorneys' fees. The law favors a voluntary settlement of pending litigation and it is only fair and equitable that a tenant pay or reimburse the landlord for the costs incurred in collection when the tenant has made an attorney's involvement necessary by his failure to pay the rent as agreed and the lease provides that tenants will pay those costs.

16. Your petitioner further respectfully alleges that a great error has been made by Judge Elliot in ordering said reimbursement because:

- (a) The court lacked the jurisdiction to make any such order;
- (b) The court denied petitioner any right of appeal by dismissing the cases on petitioner's counsel's motion and then ordering said counsel, who was not a litigant, to reimburse the tenants or risk being held in contempt under the announced threat by or intention of Judge Elliot to fine and imprison said counsel.

17. The error of Judge Elliot may be illustrated by, but is not limited to, the following points:

(a) The order was directed to counsel who was not a party-litigant to any proceedings before the court;

(b) The order of Judge Elliot to make reimbursement was announced without any notice to petitioner or petitioner's attorney and without any evidence or effective opportunity for petitioners to be heard on the merits of any such order;

(c) The cases wherein payment had been made by the tenants were in fact, or should have been, nonsuited or dismissed by the court and the cases being dismissed, the court would lack jurisdiction to make any order whatsoever. The Code of Virginia §8.01-380, provides an absolute right to a plaintiff to have a voluntary dismissal; petitioner's attorney understood at the hearing on March 28, 1986 that the subject cases had, in fact, been dismissed and petitioner alleges that as each case was called, it was, in fact, dismissed and the cases having been dismissed, the court lacked jurisdiction at any subsequent time to make further orders with respect to previously dismissed cases;

(d) In the alternative, assuming that Judge Elliot had some power or jurisdiction to order the petitioner's attorney to do some act (which petitioner specifically denied exists), the order of Judge Elliot was further erroneous and incorrect because Judge Elliot specifically failed and refused to permit bond to be posted with the court, which would have permitted further proceedings by petitioner or their counsel without further jeopardy of the rights and privileges of either of them. Faced with the announced intention of Judge Elliot to hold petitioner's counsel in contempt and impose a fine and jail sentence, petitioner's counsel had no alternative other than to deliver

to Judge Elliot the reimbursement checks. If Judge Elliot sends these checks to the tenants, petitioner will have been damaged in the total sum of said checks. If Judge Elliot sends the checks to the tenants and his order is subsequently reversed or nullified, petitioner would be required to institute new proceedings against the tenants to be restored to their former position;

(e) Judge Elliot's order is erroneous and invalid because in the time frame required to meet and comply with the terms of his order, petitioner would not have sufficient opportunity to seek relief because:

(1) there is no appealable order; and

(2) there was not, in any event, sufficient time to seek relief from his order from any other court; therefore, petitioner had only two choices: (a) to allow delivery of the checks to Judge Elliot and to proceed thereafter, which petitioner is now doing; or (b) to permit petitioner's attorney to be held in contempt of court with a fine and jail term being imposed upon her;

(f) Petitioner's predicament is illustrated by the following from the transcript of the April 7, 1986 hearing:

" MR. MILLNER: All right, sir. And would Your Honor permit us to appeal that ruling?

THE COURT: Yes, sir, but only after -- she cannot appeal it until she violates the Court's Order. The Court's Order is that she have within to this Court by five o'clock today --".  
(TR Apr. 7, p.4 l.22 - p.5 l.2.)

18. Petitioner alleges it is entitled to a Writ of Prohibition to prevent Judge Elliot from exercising jurisdiction and sending the reimbursement checks to the tenants because the court lacks jurisdiction "altogether or is exceeding its granted limits", see, Boyd, Graves and Middleditch, Virginia Civil Procedure at 125 (1982), and the petitioner does not have another adequate remedy at law, Id. at 126. Petitioner is entitled

to an immediate order of this court "suspending the proceedings sought to be prohibited until the final decision of the cause", Id. at 126-127, which, as applied herein, would be an order requiring Judge Elliot to hold the reimbursement checks pending final adjudication of the within cause of action.

## COUNT II

19. The allegations contained in paragraphs 1 through 18 are incorporated herein by reference.

20. Great Atlantic, through its counsel, instituted unlawful detainer suits, against tenants who had not paid their rent, on or about April 15, 1986 with the return date for said actions set for 1:00 p.m. on May 2, 1986; there is filed herewith and made a part of this Amended Petition by reference thereto the transcript of the proceedings before Judge Elliot prepared by Carlisle and Berry Court Reporting Services. (Exhibit H)

21. The Great Atlantic cases heard that day fell into three categories:

(a) Tenants who had not paid their rent by the return date and in these cases, Great Atlantic sought and obtained a monetary judgment and possession of the premises.

(b) Tenants who had paid their rent but no attorneys' fees had been received by Great Atlantic; no attorneys' fees were received because Great Atlantic voluntarily followed Judge Elliot's order rendered on March 28, 1986 until Judge William H. Oast, Jr., of the Circuit Court, City of Portsmouth, held Judge Elliot's prior ruling in error and directed the issuance of a Writ of Prohibition in respect to the cause of action set forth in Count I hereinabove.

(c) Tenants who had paid their rent and settlement had been agreed upon between Great Atlantic and the tenants after the hearing before

Judge Oast on April 23, 1986 and prior to the trial date of May 2, 1986 before Judge Elliot. There were six of these cases, which will be more specifically explained hereinafter.

The first of the cases described in paragraph (c) hereinabove was Great Atlantic v Johnnie W. Pope and Theresa A. Pope, which appears in the Transcript of May 2, 1986, beginning at line 23 on page 11 and continuing through line 16 on page 17. Great Atlantic's counsel moved for a nonsuit and in response to the questions of Judge Elliot, stated that a \$25.00 attorneys' fee had been received by Great Atlantic as a part of the voluntary settlement between Great Atlantic and these tenants.

The following, from the Transcript of May 2, 1986, beginning on line 6, page 15 through line 17, page 17, summarizes what occurred:

MRS. PAINE: I -- Your Honor, we have voluntarily settled this case with the --

THE COURT: The case is not settled. The case is open before me to be tried. And I will determine a reasonable attorney fee.

MRS. PAINE: Your Honor, I have requested a voluntary nonsuit, which is my right under the --

THE COURT: You have requested it and I will grant your motion. But the case is open before me until I grant your motion. And my point at this point is you are not requesting attorney fees.

MRS. PAINE: I am not requesting attorney fees.

THE COURT: Then you are to return the attorney fees that you have back to the Court and I will make a determination as to what is a reasonable attorney fee.

MRS. PAINE: Your Honor, I object. I have --

THE COURT: You have the right to object. You may appeal the case to the Portsmouth Circuit Court, if you wish. And you know the appeal procedure. You may do that.

Do you have anything else you wish to say in this case?

MRS. PAINE: No, other than to note my objection. And I will be appealing. Would you set an appeal bond.

THE COURT: I am not even going to require a bond, other than what the Code provides that the plaintiff may use for an appeal purpose.

MRS. PAINE: Okay.

THE COURT: You are the plaintiff in the case; so you can -- whatever the Code provides for appeal purposes for the plaintiff is what this case will hold -- what I am holding in this case.

MRS. PAINE: All right.

THE COURT: So you are asking the case be dismissed, nonsuited.

MRS. PAINE: I was asking that the case be nonsuited.

THE COURT: Okay. No attorney's fees requested -- I am writing all this on the docket -- requested; none granted in accordance with Section 55-248.31 of the Code of Virginia. No attorney fees requested and none granted in accordance with 55-248.31 Code of Virginia. And the Court's ruling is that any attorney's fees that have been collected, since the Court did not grant them and you didn't ask for them in accordance with the Landlord and Tenant Act, should be returned to the tenant. You have the normal appeal process here. You can go through the appeal process. If the case is not appealed I expect this mount of money to be turned into the Court within seventy-two hours after the expiration of the appeal period. If you appeal it, you can take the entire case to the Portsmouth Circuit Court and they can make a ruling up there on the attorney fees, but if it is not appealed within the ten days then seventy-two hours after the ten days I expect you to return to this Court the attorney fees. If during the appeal period or any period thereafter you wish to request of me or the Court to award you a reasonable attorney fee in the case you may do so, or you may appeal the case to the Circuit Court of the City of Portsmouth. And the case now is hereby nonsuited.

MRS. PAINE: Thank you.

In each of the remaining five cases in the same category, Great Atlantic, by its counsel, sought a nonsuit with the same ruling being made by Judge Elliot and these appear in the Transcript of May 2, 1986 as follows:

Great Atlantic v Albert W. Smith, Jr., line 17, page 22 through line 13, page 24.

Great Atlantic v Glen A. Seay and Anne P. Seay, line 2, page 27, through line 7, page 31.

Great Atlantic v. Calvin B. Williams, line 13, page 33, through line 8, page 35.

Great Atlantic v. Bryant Thomas, line 1, page 52, through line 1, page 55.

Great Atlantic v. David Q. Randolph and Lori L. Huskey, line 11, page 59, through line 20, page 70.

22. Petitioner respectfully alleges that pursuant to VA. Code §8.01-380 entitled, "Dismissal of Action by Nonsuit", Great Atlantic, as the party plaintiff in each of said six cases, had the absolute and unconditional right to move for and be granted a nonsuit and that it is error on the part of Judge Elliot to refuse to do the same or to impose any condition upon the granting of said nonsuit; that by reason of the improper ruling of Judge Elliot, the Plaintiff was placed in a dilemma:

(a) if the Plaintiff took the position that the case was a "nonsuit", as that term is customarily used and as provided under the statute, the case would be dismissed and the court would have no jurisdiction; however, Judge Elliot had ordered and directed Mrs. Paine to return the attorneys' fees (see, TR. April 7, p.15, Lines 19-20), "then you are to return the attorneys' fees that you have back to the court"; or

(b) to appeal a case that had been "nonsuited" by the Court.

That rather than risk being held in contempt, Plaintiff believing that the six cases had been "nonsuited" and that Judge Elliot's order was, in fact, a nullity nevertheless chose to note an appeal in each of the cases,



which has required the Plaintiffs in each case to pay a \$25.00 appeal bond and a \$22.00 writ tax.

While the procedure or ruling of Judge Elliot in this Count II is different from the ruling or procedure in Count I, it is nevertheless contrary to the statutes of Virginia and should be prohibited pursuant to this Writ.

### COUNT III

23. The allegations contained in paragraphs 1 through 22 are incorporated herein by reference.

24. On or about April 23, 1986, the Petition for a Writ of Prohibition as found in Count I came on to be heard before The Honorable William H. Oast, Jr., Judge of the Circuit Court for the City of Portsmouth; there is filed herewith and made a part hereof by reference thereto the transcripts of proceedings prepared by McGraw & Associates. (Exhibit G)

25. Judge Oast, upon hearing the matter, held and determined that the Writ of Prohibition should issue as follows: (Tr. April 23, p.7, line 18 through p.9, line 3)

THE COURT: We can settle this in a very short order. In the record he said if anybody told him he was wrong he would change it. Judge, you are wrong, change it. It's as simple as that. Are you going to change it?

JUDGE ELLIOTT: No, sir.

THE COURT: I'm going to hold you in contempt.

JUDGE ELLIOTT: For my interpretation of the law?

THE COURT: I'm telling you you're wrong. Don't do it. Next time you do it you are going to jail. I'm telling you right now.

JUDGE ELLIOTT: Judge, put me in jail.

THE COURT: I'm going to put you in jail. You have got to advise your client because I swear I'm going to put you in jail.

Mr. Millner, next time he tells that lady that, come over here and tell me that.

JUDGE ELLIOTT: It will be Friday afternoon.

THE COURT: I won't be here Friday afternoon.

JUDGE ELLIOTT: Friday afternoon I'll hear more Great Atlantic cases.

THE COURT: You do that, you will be in jail Monday morning.

JUDGE ELLIOTT: You can't tell General District Courts what to do.

THE COURT: This is before me. I'm going to grant his Writ of Prohibition. If you defy it you're in contempt of order.

JUDGE ELLIOTT: I'll rule as discretionary as I see fit.

THE COURT: I shall hold you in contempt if you rule in violation of my order.

JUDGE ELLIOTT: Are you saying I cannot use discretion in my Court?

THE COURT: If you violate the terms of that Writ of Prohibition you're in contempt of this Court. It's as simple as that.

26. While no formal Order was entered by the Court subsequent to said hearing, Petitioner alleges that the finding of Judge Oast is nevertheless binding upon Judge Elliot and when the Great Atlantic cases next came before him, he was required to follow and obey the decision of Judge Oast; Judge Elliot has failed to follow and obey said decision and Petitioner alleges that Judge Elliot should be held in contempt of this Court by reason thereof.

#### COUNT IV

27. The allegations contained in paragraphs 1 through 26 are incorporated herein by reference.

28. Petitioner, by reason of Judge Elliot's ruling, has incurred attorneys' fees and costs which Petitioner prays be assessed against Judge

Elliot, which costs would include without limitation; reasonable attorneys' fees incurred by and on behalf of Petitioner in prosecuting the Petition for Writ of Prohibition and filing appeals of cases which should have been nonsuited without condition and all costs in connection therewith, including all court reporting fees, writ tax, appeal bonds, filing fees and service fees.

COUNT V

29. The allegations in paragraphs 1 through 28 are incorporated herein by reference.

30. Petitioner alleges that Great Atlantic and its counsel have been singled out by Judge Elliot and that no other litigant appearing in Judge Elliot's Court has been scrutinized as to whether attorneys' fees constituted a part of any settlement agreement and no other party has been required to make any refund; that as evidenced by the record in the transcripts before this Court, it is obvious and apparent that Judge Elliot is biased toward Great Atlantic and its attorneys and that by reason thereof, Judge Elliot should be ordered and directed to disqualify himself in any cases involving Great Atlantic; that Great Atlantic has requested that Judge Elliot disqualify himself and the same has been denied and Petitioner respectfully submits that the ends of Justice require an order of this Court directing and compelling Judge Elliot not to hear cases of Great Atlantic.

WHEREFORE, your petitioner, being without remedy, prays:

(1) That a Writ of Prohibition be awarded prohibiting Archie Elliot, Jr., Judge of the General District Court of the City of Portsmouth,

SUBSCRIBED and SWORN TO before me this 23<sup>rd</sup> day of May, 1986.

*Diana Carter*  
Notary Public

My commission expires: *March 5, 1989*

Virginia (Civil Division) from denying petitioner's right to receive and retain the disputed rent amounts as set forth above; and

(2) Further ordering and directing said Judge to return to petitioner or its counsel said 24 checks; and

(3) That said Judge be ordered and directed to cease and desist from issuing any orders of a similar nature to petitioner or petitioner's counsel in the future as set forth in COUNT I and/or COUNT II.

(4) For an award on behalf of Petitioner against Judge Elliot for attorneys' fees and costs as set forth hereinabove.

(5) That this court enter such order as it deems advisable with respect to Judge Elliot hearing future cases of Great Atlantic.

(6) For such other and further orders and relief as to the court may seem meet and proper.

GREAT ATLANTIC MANAGEMENT COMPANY, INC.,

By: 

Of Counsel

AFFIDAVIT

Commonwealth of Virginia

City of Newport News, to-wit:

This day Marion M. O. Paine, agent and attorney for GREAT ATLANTIC MANAGEMENT COMPANY, INC. personally appeared before me, Diane Carter, a Notary Public for the Commonwealth of Virginia, and made oath that she has personal knowledge of the matters set forth in the Petition and that the facts set forth in the Petition are true and correct to the best of her knowledge and belief.

  
Marion M. O. Paine

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VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF PORTSMOUTH

GREAT ATLANTIC MANAGEMENT COMPANY, INC.  
t/a GREAT ATLANTIC AGENCY,

Petitioner,

v

ARCHIE ELLIOT, JR., Judge  
General District Court,  
City of Portsmouth, Virginia

Law No. L86-317

PETITIONER'S PROPOSED STIPULATION OF FACTS

The parties hereto do hereby stipulate the following facts:

1. Great Atlantic Management Company, Inc. (Great Atlantic), is a Virginia corporation, with its principal place of business in the City of Newport News, and it owns and manages apartment complexes in the Commonwealth of Virginia, including several apartment complexes in the City of Portsmouth, Virginia.

2. ARCHIE ELLIOT, JR. is one of the duly elected and acting Judges of the General District Court for the City of Portsmouth, Virginia, and as such, sits from time to time as the presiding judge of the Civil Division of said Court.

3. Certain tenants in each of the Portsmouth apartment complexes managed by Great Atlantic failed to pay rent due for the months of March, 1986 as provided under the applicable leases. A copy of the typical Great Atlantic lease is attached as Exhibit A. Great Atlantic issued the customary "Material Noncompliance for Failure to Pay Rent," (Exhibit B) commonly called, "five-day 'Pay or Quit Notices'" which were served on each of the delinquent tenants.

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This notice included notification that tenants would be liable for reasonable attorneys' fees if the rent was not paid within the five-day period. At the expiration of said five-day period, Great Atlantic retained the law firm of MARSHALL, BLALOCK, GARNER & MILLNER to institute appropriate legal proceedings, against the tenants who remained delinquent, to obtain possession of the premises and money judgment in the proper amount. The legal proceedings instituted are normally referred to as "unlawful detainers."

4. Great Atlantic's attorneys, upon receipt of the matters, reviewed the delinquent tenants' leases and the notices sent in connection therewith, and prepared for each a "Notice of Motion for Judgment" (Exhibit C) to begin the unlawful detainer action seeking possession of the premises and proper money judgment. The money judgment sought included the base rent due for the applicable month, any late charges which were due, reasonable attorneys' fees, court costs and interest thereon, all as provided for under the lease and by the provisions of the Virginia Residential Landlord and Tenant Act (Code of Virginia § 55-248 et seq, and specifically §55-248.31 and §55-248.35). The attorneys then filed the motions in the proper court and delivered them to the proper Sheriffs' offices so the pleadings could be properly served.

5. Great Atlantic had then incurred or paid attorney's fees in the amount of \$25.00 for each and every delinquent tenant's case which was referred to its attorneys for the collection of March rent as outlined above. The \$25.00 attorneys' fee is fair and reasonable based upon the time involved in reviewing the file and instituting the appropriate legal action; it approximates 6% of the amount collected and is considerably below what other reputable attorneys charge for the same services and what the courts normally award as reasonable attorneys' fees (courts normally award 15% to 25% of the

amount prayed for or collected). Moreover, other attorneys in the Tidewater, or other areas of Virginia, receive 25% of the amount collected for the same services which is in excess of the \$25.00 received herein. Exhibit D is a letter from the distinguished firm of Pender & Coward of Virginia Beach addressed to the Tidewater Apartment Council, of which Great Atlantic is a member, and this letter outlines the type of procedure used herein with the suggested fee to be received by Pender & Coward to be 25% of the amount collected; since, normally, monthly rentals would approximate or exceed \$400 per month, this would result in an attorneys' fee of \$100 or more. Using such approximations accordingly, under the Pender & Coward suggested fee schedule, their fee would be \$100 or more as compared with \$25 received by the attorneys for Great Atlantic.

6. Many tenants, after receipt of the Motion for Judgment, wish to make voluntary payment of all amounts due, to cure their default so they may remain in possession of the premises. When voluntary payment is offered to Great Atlantic, Great Atlantic agrees to dismiss the action and allow the tenant to remain in possession, upon tenants paying the base rent, late charges, the sum of \$25.00 for attorneys' fees, plus costs of the service and filing fees for the unlawful detainer, which costs were already incurred.

7. Great Atlantic has no legal duty to accept payment from delinquent tenants after the five day grace period provided for in the "Pay or Quit Notice" nor has petitioner any legal duty to dismiss the unlawful detainer action if the rent is paid after the grace period.

8. After tenants were served with Motions for Judgment for the month of March 1986, 24 tenants of Great Atlantic in Portsmouth made voluntary payments to Great Atlantic in exchange for Great Atlantic's agreement to nonsuit the action pending against them.



9. The return date for the unlawful detainers filed in Portsmouth was March 28, 1986, and these cases came on to be heard before Judge Elliot. Marion M. O. Paine, an associate of Marshall, Blalock, Garner & Millner, appeared as counsel for Great Atlantic. Exhibit E is a photostat of the docket sheet which shows the Great Atlantic cases, beginning on line 1, page 1 and continuing through line 22, page 3. The first case called was against Terry O. Bartlett, et ux, and judgment was granted in the amount of \$429. The second case was against Tony Colden and it was dismissed upon motion of Mrs. Paine because the defendant, Colden, and Great Atlantic had reached a settlement, as outlined above, and such dismissal was in accordance with that agreement. The cases continued to be called with similar dispositions as shown on the docket sheet down to the case of Barbara J. Vines. At that point, Judge Elliot inquired as to the \$25 attorney's fees and then ordered Mrs. Paine to deliver to the court a check payable to Barbara J. Vines for the \$25 fee collected. Judge Elliot further stated that if the check was not tendered to the court within ten days he would find Mrs. Paine in contempt of court, fine her \$50 and sentence her to ten days in jail.

In each subsequent case where Mrs. Paine requested a nonsuit and the \$25 attorney's fee had been collected by Great Atlantic, Judge Elliot issued a similar order. At the conclusion of Great Atlantic's cases, Judge Elliot stated his order to reimburse the tenants applied to all of the cases on the March 28th docket, including those which Judge Elliot had previously marked dismissed. Judge Elliot further ordered Mrs. Paine to submit the checks and a list of the tenants to whom the checks were payable, certifying that attorney's fees had not been collected from any other tenants in cases on the March 28th docket.

Judge Elliot reiterated that Mrs. Paine would be found in contempt, fined \$50 and sentenced to ten days in jail for each case, if the reimbursement checks were not tendered to the court within ten days.

10. Thereafter, on April 7, 1986, Mrs. Paine, along with Billie M. Millner, appeared before Judge Elliot and there is attached as Exhibit F the transcript of those proceedings prepared by Carlisle and Berry Court Reporting. As shown on page 2, Mr. Millner confirmed with the court that at the hearing on March 28th Mrs. Paine had been directed to deliver the checks to the court or the attorney would be in contempt of court. That was confirmed by the court (Tr. April 7, 1986, p. 2). Mr. Millner requested he be substituted in the place of Mrs. Paine, which request was denied. Id. at 5. Mr. Millner then tendered to the court twenty-four checks payable to each of the tenants in the amount of \$25, noting that there was no opportunity to appeal and the only choice was to tender the checks or be held in contempt. Id. at 5.

11. Great Atlantic subsequently filed in the Circuit Court for the City of Portsmouth its Petition for Writ of Prohibition. The matter came on for hearing before the Honorable William H. Oast, Jr., one of the presiding judges of the Circuit Court for the City of Portsmouth on April 23, 1986. Exhibit G is a copy of the transcript of those proceedings. Judge Oast overruled the demurrer filed on behalf of Judge Elliot. After argument of counsel, Judge Oast told to Judge Elliot that he was wrong and asked Judge Elliot whether he was going to change, in response Judge Elliot said, "No". Judge Oast then stated he would hold Judge Elliot in contempt, (see, Tr. April 23, 1986 p.7-8) and directed preparation of an order. Subsequently, Judge Oast wrote counsel requesting a further hearing for evidentiary and legal matters prior to entry of the order.

12. Great Atlantic filed in mid-April unlawful detainer actions for the Portsmouth projects for the tenants delinquent in April, with the return date being on May 2, 1986. Great Atlantic's counsel communicated to Judge Elliot's counsel a request that Judge Elliot disqualify himself from the Great Atlantic case to be heard on May 2 or that he continue all of the cases in which Great Atlantic had collected an attorney's fee so that the issue presented could be held in abeyance until conclusion of the Writ of Prohibition, but Judge Elliot was not willing to do so.

13. There is attached as Exhibit H the transcript of the proceedings of May 2, prepared by Carlisle & Berry Court Reporting Service. Three classes of cases were before Judge Elliot that day. In one category, no attorney's fees had been received by Great Atlantic in the voluntary settlement by delinquent tenants (until Judge Oast ruled, Great Atlantic had voluntarily complied with the previous decision of Judge Elliot although Great Atlantic thought the same was erroneous). In the second category were tenants who had not paid and judgment was obtained with Great Atlantic being awarded attorney's fees by Judge Elliot in the approximate range of \$5 to \$15.

In the third category were six cases in which Great Atlantic had received the \$25 attorney's fee. In these cases, in response to Great Atlantic's motion for a nonsuit, the cases were nonsuited, but Mrs. Paine, as counsel for Great Atlantic, was ordered to return \$25 (which was the amount of the attorney's fee collected) to the tenant. However, if within ten days Great Atlantic appealed a case that had been nonsuited upon its motion, then the checks would not have to be delivered, but if appeal was not made, then within 72 hours after the expiration of the appeal period the checks would have to be delivered.

On May 5, 1986, Great Atlantic entered an appeal in each of the six cases and was required to pay in each case a \$25 appeal bond and a \$22 writ tax.

# RENTAL AGREEMENT

GA-88 VA  
3/15/84

THIS LEASE, made this ..... day of ....., 19..... by and between  
GREAT ATLANTIC AGENCY, hereinafter designated as Lessor and .....  
..... hereinafter designated as Lessee.

*Witnesseth:*

## DESCRIPTION AND TERM

1. The Lessor, in consideration of the rent reserved herein to be paid by the Lessee and of the other covenants, agreements and conditions hereinafter contained to be kept, performed and observed by the Lessee, and for other good and valuable consideration hereby acknowledged, does hereby let and lease unto said Lessee the premises known as ..... to be used and occupied by the Lessee (s) and his immediate family consisting of ..... persons as a private residence, and for no other purpose for the term beginning on the ..... day of ..... 19....., and ending on the ..... day of ..... 19....., the initial term.

## RENT

2. The Lessee, in consideration of the demise and of the covenants and agreements made herein by said Lessor, leases said premises for said terms and does hereby promise to pay to said Lessor, his representatives and assigns as rental for said premises the sum of ..... dollars in lawful money of the United States payable as follows ..... per month due and payable on the first of each month in advance and without notice. Fractional months at the beginning and end of the term will be prorated. It is hereby agreed that the Lessor shall not be responsible for affirmatively collecting said rent at the tenant's apartment. It is the sole responsibility of the Lessee to tender rent when due to the Landlord without demand. Rental fixed herein is predicted upon prompt payment when due. Late payments involve an additional cost for collection and bookkeeping. It is, therefore, agreed if rental installments are paid late there shall be an additional charge of ..... for each month rent is delayed past the time limit expressed herein. As provided by Law any returned personal check shall be subject to a ..... handling charge and all future payments shall be made by cashier's check or money order. Lessor may increase the amount of the monthly rental during the initial term of the lease upon sixty (60) days written notice to Lessee, in which event, Lessee shall have the option for thirty (30) days from the date of such notice to terminate this lease by giving written notice of his intent to terminate at least thirty (30) days prior to the earliest of the date the rental increase becomes effective or the date he intends to terminate the lease. Should Lessee not exercise his option to terminate, then this lease shall continue under the terms herein with Lessee paying the increased rent. All payments of rent shall be made at the office of Great Atlantic Agency, Newport News, Virginia, or at such other place as the Lessor may designate in writing.

## QUIET ENJOYMENT

3. Lessor covenants that said Lessee on payment of all of the aforesaid installments and performing all the covenants and observing all the rules and regulations shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

## UTILITIES

7. .... shall furnish all utilities reasonable and necessary for lighting, household equipment and appliances, heating, air conditioning and hot water; and if provided by Lessor as above described, Lessor shall not be liable for failure to furnish utilities if such failure is due to no cause of Lessor and neither shall such failure be grounds for eviction or cancellation hereof, provided Lessor exercises reasonable diligence to remedy such failure. The Lessor shall furnish and pay for all water, sewer and sanitation facilities and the same provision as to liability and cancellation as above set forth shall apply

## DEFAULT

4. Provided that in case any rent shall be due and unpaid or if default shall be made in any of the covenants herein contained, or if said premises shall be abandoned, deserted or vacated, then it shall be lawful for the said Lessor, his agents, attorneys, successors or assigns to re-enter, repossess the said premises and to remove and put out the Lessee and each and every occupant, and upon re-entry as aforesaid this lease shall terminate. In the event of re-entry by the Lessor as herein provided Lessee shall be liable in damages to said Lessor for all loss sustained. Lessee agrees to pay Lessor all collection, warrant, and court and legal costs caused by Lessee's failure to comply with the covenants and agreements herein.

## AUTOMATIC RENEWAL

8. This lease shall renew automatically on a month to month basis at the expiration of the initial term unless either of the parties hereto notifies the other in writing at least 30 days prior to said expiration of his intent not to renew. In the event of said month to month renewal, subsequent monthly renewals shall be automatic unless either party gives written notice of his intent not to renew at least 30 days prior to the end of the then current monthly renewal.

## CONDITION OF PREMISES

5. The Lessee accepts said premises and appliances therein in their present condition and agrees to keep said premises and appliances in a good clean condition; to make no alterations or additions to the same; to commit no waste thereon; to obey all laws and ordinances affecting said premises; to replace all glass broken or cracked; to repay the Lessor for the cost of all repairs made necessary by the negligent or careless use of said premises and appliances; and, to surrender the premises and appliances at the termination hereof in like condition as when taken, reasonable wear and damage by the elements expected.

## RULES AND REGULATIONS

9. The Lessee covenants and agrees that all rules and regulations attached hereto or hereafter adopted by the Lessor and made known to Lessee, shall have the same force and effect as covenants of said lease, and the Lessee covenants that he, his family and guests will observe all such rules and regulations.

## SECURITY

6. Lessee has deposited with Lessor the sum of ..... dollars (\$ ..... ) to be held by Lessor during the term of this lease or renewal thereof as security for the full and faithful performance of the agreements contained herein. This sum will be forfeited in whole or part at the termination of this lease if Lessee fails to comply with the agreements contained herein. Lessor shall refund this deposit or unexpended portion thereof at the time of termination of this lease.

## MILITARY TRANSFER

10. In the event that Lessee is a member of the United States Armed Forces, and receives orders permanently transferring him at least 50 miles from this area, he may terminate this lease in accordance with the Virginia Landlord-Tenant Act no sooner than 60 days prior to his report date. If notice is given less than 30 days prior to vacating, the security deposit will automatically be forfeited. The liability for rent shall cease when premises are vacated. If the premises have been occupied for less than six months, a penalty fee of one month's rent will be assessed. If the premises have been occupied for more than six months, a penalty fee of one-half month's rent will be assessed. The military transfer clause does not apply to orders issued to an active duty member of the Armed Forces.

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**DELIVERY OF  
POSSESSION**

11. It is understood that if the Lessee shall be unable to enter into and occupy the premises leased at the time above provided by reason of said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Lessor, the Lessor shall not be liable in damages to the Lessee therefor but during the period the Lessee shall be unable to occupy said premises as herein before provided the rental therefor shall be abated. If said Lessor is not able to deliver possession to said Lessee within ten days of the date named for the commencement of said term, the Lessee may cancel and terminate this lease.

**DESTRUCTION  
OF  
PREMISES**

12. In case of partial destruction or injury to said premises by fire, the elements or other casualty, the Lessor shall repair the same with reasonable dispatch after notice to him of such destruction or injury. In the event said premises are rendered totally untenable by fire, the elements or other casualty, or in the event the building of which the demised premises are a part (though the demised premises may not be affected) be so injured or destroyed that the Lessor shall decide within a reasonable time not to rebuild, the term hereby granted shall cease and the rent shall be paid up to the date of such injury or damages.

**RIGHT OF  
RE-ENTRY**

13. The Lessor, his agent, janitor, watchman and employees may enter said premises at any time with pass key or otherwise to examine same or to make needed repairs to said premises and if the premises consist of only a part of a structure owned or controlled by the Lessor, his agent, janitor, or watchman or employees may enter the demised premises at reasonable times to install or repair pipes, wires and other appliances deemed by the Lessor essential to the use and occupation of other parts of the building.

**ASSIGNMENT  
OR  
SUBLETTING**

14. The Lessee further covenants that he will not allow anyone to share said premises, keep roomers or boarders, not assign, sublet or transfer said premises or any part thereof without the Lessor's consent endorsed in writing hereon; also, that the written assent hereon to be one assignment

or transfer of this lease or subletting shall not be considered as a waiver of this covenant by the Lessor to any subsequent assignment, transfer or subletting, nor shall such written assent to any assignment or transfer, release said Lessee from liability hereunder.

**CONDEMNATION**

15. It is agreed by and between the Lessor and the Lessee that if the whole or any part of said premises hereby leased shall be taken by any competent authority for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose. All damages awarded for such taking shall belong to and be the property of the Lessor.

**NON-  
LIABILITY  
OF  
LESSOR**

16. The Lessee covenants that the Lessor shall not be liable for any damage or injury of the Lessee, the Lessee's agents or employees or to any person entering the premises or the building of which the demised premises are a part or to goods or chattels therein resulting from any defect in the structure of its equipment, or in the equipment of the structure to which the demised premises are a part, and further to indemnify and save the Lessor harmless from all claims of every kind and nature.

**PARTIAL  
EVICTION**

17. The Lessee covenants that in event of a partial eviction occasioned by act or neglect of the Lessor that does not materially affect the beneficial use by the Lessee, the obligation to pay rent shall not abate but possession shall be restored or the rental reduced proportionately at the option of the Lessor.

**RIGHT TO  
MORTGAGE**

18. The Lessor may encumber the premises by mortgage or mortgages, securing such sum or sums and upon such terms and conditions as the Lessor may desire, and any such mortgage or mortgages shall be superior to the rights of the Lessee herein.

**SUCCESSORS  
AND  
ASSIGNS**

19. It is understood and agreed that the terms Lessor and Lessee shall include the executors, administrators, successors, heirs and assigns of the parties hereto.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed these presents, the day and year first written above.

Lessee .....(Seal)

Lessee .....(Seal)

Lessee .....(Seal)

Lessee .....(Seal)

Lessor GREAT ATLANTIC AGENCY

by .....(Seal)

Agent

Addenda

1 Rules and Regulations Form .....

2 .....

3 .....

00250



**GREAT ATLANTIC REAL ESTATE - PROPERTY MANAGEMENT**

2600 WASHINGTON AVENUE, NEWPORT NEWS, VA. 23607, PHONE 804-245-5211

1ST AMERICAN BANK BLDG., SUITE 1132, 300 E. MAIN ST., NORFOLK, VA. 23510, PHONE 804-625-2753

GA-24  
01/01/85  
TIDEWATER REGION ONLY

**MATERIAL NONCOMPLIANCE NOTICE FOR FAILURE TO PAY RENT**

Date: \_\_\_\_\_ PAT Code \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please note that according to the terms of your Rental Agreement, the rent is due and payable on the FIRST day of each month. It is the policy of this company to assess a late penalty of Ten Percent (10%) for rent received by the management after the 5th of the month. It is further stipulated that payment received after the 5th of the month must be paid by money order, cashier's check or certified check.

Our records indicate that you are delinquent in your rental payments for the period of \_\_\_\_\_ plus late charges, cost and other assessments, itemized as follows:

Rent	\$ _____
Late Charges	\$ _____
Other	\$ _____
Total	\$ _____

The Management hereby gives you this notice of our intention to terminate the Rental Agreement unless you pay \$ \_\_\_\_\_ within five (5) days after service of this notice. Upon termination of the Rental Agreement, the Management will employ Marshall, Bialock, Garner & Millner, attorneys-at-law, to institute appropriate legal action and proceed by due process of law to recover a judgment against you for the total amount shown above, plus reasonable attorneys fees and other legal costs and to recover legal possession of your apartment if necessary. You are not entitled to vacate the premises upon receipt of this notice, but remain responsible for the remaining term of your Rental Agreement and become liable for actual damages sustained by the Management as a result of your breach of the Rental Agreement.

\_\_\_\_\_  
Resident Manager

I do hereby certify that a copy of this notice was hand delivered by me to the tenant this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Resident Manager

I do hereby certify that a copy of this notice was mailed by regular mail, postage prepaid, to the tenant at his address, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Resident Manager

00251

TAKE NOTICE that on \_\_\_\_\_, 1986 at one o'clock (1:00) p.m., or as soon thereafter as counsel may be heard, the undersigned will move this Court for judgment against you for the sum of \$ \_\_\_\_\_ and reasonable attorney's fees and Court costs, and for possession of the premises located at the address shown in the within Affidavit, due by you for reason of nonpayment of rent due and owing on said premises for the month(s) of \_\_\_\_\_, 1986.

I certify that I mailed a copy of this pleading to the Defendant(s).

\_\_\_\_\_/\_\_\_\_\_/86  
Of Counsel Date

STATE OF VIRGINIA

AFFIDAVIT

City of Portsmouth, to-wit:

THIS DAY, personally appeared before me, a Notary Public in and for the City and State aforesaid, the undersigned, who, after being duly sworn according to law, did depose and say as follows:

1. The undersigned is the authorized agent for the plaintiff.
2. That the defendant(s), \_\_\_\_\_

\_\_\_\_\_ are indebted to the plaintiff in the sum of \$ \_\_\_\_\_ justly due under their lease of the premises located at \_\_\_\_\_ Portsmouth, Virginia 2370, which premises defendant(s) detain(s).

3. That proper notice has been given.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1986

\_\_\_\_\_  
Authorized Agent

My Commission Expires: March 5, 1989

\_\_\_\_\_  
Notary Public

#### WARNING TO DEFENDANT

You are not required to appear, however, if you fail to appear judgment may be entered against you.

CONTESTED CASES: Will be set for a later date.

JUDGMENT FOR \_\_\_\_\_ Named Defendant \_\_\_\_\_ Non-Suit \_\_\_\_\_ Dismissed  
Defendant(s) present \_\_\_\_\_ Yes \_\_\_\_\_ No

JUDGMENT is that the Plaintiff recover against the Defendant(s) in the sum of \$ \_\_\_\_\_ with interest at 12% per annum thereon from date until paid, plus \$ \_\_\_\_\_ attorney's fees and \$ \_\_\_\_\_ Court costs and possession of the above-described premises.

\_\_\_\_\_  
Date Entered

\_\_\_\_\_  
Judge

DOCKET NO. \_\_\_\_\_

GREAT ATLANTIC MANAGEMENT  
CO., INC.  
T/A Great Atlantic Agency  
2600 Washington Avenue  
Newport News, VA 23607

Plaintiff

vs

Serve:

Portsmouth, VA 2370\_

Defendant(s)

NOTICE OF  
MOTION FOR JUDGMENT

MARSHALL, BLALOCK, GARNER &  
MILLNER  
P. O. Box 36  
Newport News, VA 23607  
247-6673 / 622-6446  
Attorneys for the Plaintiff

EXHIBIT C

00252

RECEIVED - BAYVIEW



**PENDER & COWARD**  
ATTORNEYS AND COUNSELLORS AT LAW  
SUITE 415, NEWTOWN SQUARE  
160 NEWTOWN ROAD  
VIRGINIA BEACH, VIRGINIA 23462-2483  
TELEPHONE (804) 490-3000  
CABLE ADDRESS:  
"VALAW"

M. LEE ADDISON, III  
MARC R. BRESCHOFF  
DAVID O. DICERSON  
MARTHA D. FRANKLIN  
JEROME B. FRIEDMAN  
DAVID L. MORRE  
RICHARD C. LANGHORNE  
PATRICIA W. LEMLEY  
LEONARD D. LEVINE  
JAMES B. LOWMEGAN  
PETER C. MANSON, JR.  
BURRE W. MARQUELLES  
HENRY C. MORGAN, JR.  
DANIEL H. SCHIEBLE  
THOMAS S. SHADRICK  
WILLIAM B. SMITH  
JOHN A. TILMOU  
JOSEPH T. WALCO

\*MEMBER OF MINNESOTA BAR ONLY

BY MERGER OF  
PENDER & COWARD  
AND  
WALDO & TILMOU, P.C.  
PEMBROKE OFFICE:  
THE ROLM CENTRE  
4701 COLUMBUS STREET, SUITE 301  
VIRGINIA BEACH, VIRGINIA 23462  
18041 497-4642  
MAILING ADDRESS:  
POST OFFICE BOX 12027  
NORFOLK, VIRGINIA 23502-0027  
NELSON W. COWARD  
OF COUNSEL  
WILLIAM C. PENDER (1893-1979)

July 10, 1984

Dear Landlords:

We would like to acquaint you with a program for rent collections which has been instituted by our firm.

As you may know the law firm of Pender & Coward is one of the largest law firms in the City of Virginia Beach. It presently has eighteen attorney's offering assistance to clients in every area of the law from the business practice to litigation. The firm has a collection department which handles a large volume of collection claims for over eighty clients. This department employs nine para-legals and utilizes a computer dedicated specifically to the collection area of practice. As a result of the volume we have we have attorney's appearing in all of the Tidewater Courts regularly in order to obtain judgments.

Because of our capacity to handle this type of work we have begun to accept delinquent rent cases from landlords who operate in any of the Tidewater Citys: Virginia Beach, Norfolk, Portsmouth, Chesapeake, Newport News and Hampton. The system which we have implemented results in the tenant paying all of the attorney fees and the elimination of the time that the landlord normally would invest in pursuit of unlawful detainer warrants.

The system will result in a lower rate of delinquencies. If an unlawful detainer is issued it will cost you nothing for our assistance. You will better understand the system after you have reviewed the summary below.

1. The landlord will have available "five day notice" forms which have been designed by us. When a tenant becomes delinquent the five day notice is mailed to or served upon the tenant. This notice informs the tenant that if the rent is not paid within five days then he will incur the attorney's fee of twenty-five percent (or whatever amount is provided for in the lease) and cost of court. After the five days have passed from the date of the notice the attorney's fee and any costs incurred are considered due and will not be forgiven even if the rent is paid.

00253

PENDING - BAYVIEW

**PENDER & COWARD**

Landlords  
July 10, 1984  
Page -2-

2. After the expiration of the five day period all cases which still remain delinquent are turned over to us. One of our para-legals will input the cases into the computer and generate the necessary affidavit and unlawful detainer warrant to be filed in the Court. The computer will simultaneously prepare an acknowledgement of those cases received. This acknowledgement will be sent to you and will contain the name of the tenant, your file number, our file number, the amount of rent due, the attorney fees and the date the matter is set for court. Your tenant records should be updated to include the attorney fees as an additional obligation of the tenant which is due when the cases are turned over to our office.

3. Turn over of claims to our office should occur as soon as the five days have passed. Our office will generate and prepare the acknowledgement and the Court papers within one to two days after received from you. We anticipate in most instances the court papers will be issued within eight business hours from the time the delinquent cases are received by us.

4. Once we receive the cases from you the tenant will often attempt to pay either at your office or ours. When the tenant pays it is not considered to be full payment until all rent, attorney fees and costs are received. For instance if a tenant pays the rent but does not pay the attorney fees the unlawful detainer must be pursued to judgment and a writ of possession obtained.

5. While the case is in the unlawful detainer stage our fee is the attorney fee which is added to the rent. We do not receive the attorney fee until the rent is paid. If Three Hundred Dollars rent is due and Seventy-Five Dollars attorney fee then the first Three Hundred Dollars collected by your office or ours goes to you and the next Seventy-Five Dollars would go to us.

6. We will issue two statements per month to you. This statement will contain a complete listing of all financial transactions having to do with any of your cases. When the statement is issued we will send you a check for all rent collected and bill you for court costs expended on your behalf and attorney fees due.

7. After the unlawful detainer is issued we appear in court on your behalf and it is never necessary for any of the landlords

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Landlords  
July 10, 1984  
Page -3-

personnel to appear unless the matter is contested and set for a trial.

8. After a judgment for the rent, attorney fees, costs writ of possession are obtained then a report is issued to you. If a writ of possession has been awarded then it is the landlords responsibility to write a brief letter to the Sheriff to have this writ executed. The landlord is in a much better position to coordinate the possession of his property than the attorney.

9. Once the tenant has moved from the premises then the matter becomes an ordinary collection matter and it may be necessary to trace the debtors in order to collect the amount due from the judgment obtained as well as any future rents and damages. When the tenant moves from the property, our fee then become forty-five percent of any amount collected with regard to the case.

10. After the tenant moves from the property it may be beneficial for us to refer many of the cases to a reputable collection agency with your permission. Often a collection agency is in a better position to locate debtors who have either skipped or been forced out by the writ of possession.

There are two very tangible benefits that our clients should realize as a result of our services. The first is an extremely high percentage of collection. The second, and perhaps the more important benefit, will be an extraordinarily low rate of delinquencies. The prospect of having to pay an additional twenty-five percent attorney's fee coupled with the certainty that our actions will be successful in collecting these additional fees a strong inducement for a tenant to pay his rent on time.

An attorney in Richmond who has undertaken this program has found that the landlord's delinquency rate can be halved within six months after the attorney's services are engaged. Thereafter he has found that delinquencies will continue to decline until they reach an absolute "floor".

As you can see our fee for providing these services up to the point that the tenant vacates the apartment is zero. We take only what is added to the basic claim (usually twenty-five percent, or so much thereof as is actually collected from the tenant after the landlord has been paid in full). The landlords

1984

ense is limited to the court costs. Almost all of personnel time has been eliminated as a result of

like to discuss this program in more detail with eve that we can be of assistance to any Tidewater is willing to implement the program. If further s needed please do not hesitate to call.

Very truly yours,

David D. Dickerson

David L. Horne

01

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH

GREAT ATLANTIC MANAGEMENT CO., INC.  
t/a GREAT ATLANTIC AGENCY,

Petitioner,

v.

ARCHIE ELLIOTT, JR., Judge  
GENERAL DISTRICT COURT, CITY OF  
PORTSMOUTH, VIRGINIA,

Respondent.

RESPONDENT'S RESPONSE TO  
PETITIONER'S PROPOSED STIPULATION OF FACTS

COMES NOW, the Honorable Archie Elliott, Jr., by counsel,  
and for his responses to petitioner's Proposed Stipulation of  
Facts states as follows:

1. Paragraph one is admitted upon information and belief.
- 2 Paragraph two is admitted.
3. Respondent lacks information to admit or deny the  
averments in paragraph 3.
4. Respondent lacks information to admit or deny the  
averments in paragraph 4.
5. Respondent lacks information to admit or deny the  
averments in paragraph five. It is respectfully submitted that  
the procedure utilized by Pender and Coward is irrelevant and  
immaterial to the case at bar.
6. Respondent lacks information to admit or deny the  
averments in paragraph six.

00257



7. Paragraph seven is a legal conclusion and does not require a response; to the extent a response is required it is denied.

8. It is admitted that petitioner requested a voluntary dismissal in each of the 24 actions. See, (Ex. J, attached to this pleading). Respondent lacks information to admit or deny the other averments in the paragraph.

9. Respondent lacks information to admit or deny that the voluntary dismissals requested by Mrs Paine was in accordance with the agreement between the tenants and Great Atlantic. It is denied that Judge Elliott ruled on fees after he had dismissed the cases. It is admitted that the cases were pending before Judge Elliott at the time he ruled on fees. (Ex. F, p. 3, LL. 4-11). It is also admitted that Judge Elliott informed Mrs. Paine that she would be in contempt of court as provided in Va. Code § 18.2-458 if she did not comply with his Order. It is also admitted that the aforementioned checks have not been refunded to tenants and remain in the possession of the General District Court. All other averments in the paragraph are denied.

10. Paragraph 10 is admitted.

11. Paragraph 11 is basically accurate. However, the following facts need to be clarified. Judge Oast never entered an order against Judge Elliott. Indeed Judge Oast requested that before any order was presented or entered, a formal hearing be had on evidentiary and legal matters. (Ex. K) Further, Judge Oast never found Judge Elliott in contempt. Indeed, Judge Oast himself agreed that Elliott's subsequent actions on May 2, 1986,

removed certain procedural obstacles to appeal. (Ex. L, p. 10, L. 22 to p. 11, L. 2; attached to this pleading.)

12. It is admitted that Judge Elliott heard Great Atlantic's cases on May 2, 1986. All other averments in paragraph 12 are irrelevant and immaterial to the proceedings at bar. It is a blatant attempt to make it appear that Judge Elliott stood in the way of any reasonable resolution. The fact of the matter is that proposals of compromise were put forward by both sides at various times and rejected. It would serve no purpose, at this point, to rehash those efforts.

13. Paragraph 13 is admitted with the qualification that Judge Elliott ruled on fees before he granted counsel's Motions for Non-Suit.

Respectfully submitted,

ARCHIE ELLIOTT, JR., Judge

By: 

Counsel

Mary Sue Terry  
Attorney General of Virginia

Gail Starling Marshall  
Deputy Attorney General

Neil A. G. McPhie  
Assistant Attorney General

Office of the Attorney General  
101 North Eighth Street  
Richmond, Virginia 23219  
(804) 786-0081

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Respondent's Response to Petitioner's Proposed Stipulation of Facts was mailed, postage prepaid, this 4<sup>th</sup> day of June, 1986, to B. M. Millner, Esquire, Marshall, Blalock, Garner & Millner, 2600 Washington Avenue, Suite 900, Newport News, Virginia 23607.

Lee H. White

A227-P678



VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF PORTSMOUTH

GREAT ATLANTIC MANAGEMENT COMPANY, INC.  
t/a GREAT ATLANTIC AGENCY,  
Petitioner,

v.

ARCHIE ELLIOTT, JR., Judge  
General District Court,  
City of Portsmouth, Virginia

Law No. L86-317

OPINION

The basic issue in this case is whether a writ of prohibition is an available remedy to a plaintiff to prohibit a judge from conditioning allowance of non-suits to this plaintiff on payment into court of attorneys fees collected from defendants (tenants) in out of court settlements of unlawful detainer cases filed by plaintiff.

If this question is answered in the affirmative there are three subsidiary issues to be decided:

1. Should the judge be held in contempt for violating an appellate judge's oral order to desist from the practice of demanding the return of attorneys' fees as a condition of allowing non-suits in unlawful detainer cases settled out of court?

(Before entering the order the appellate judge recused himself.)

2. Should costs and attorneys fees be taxed against the judge, defendant in this case?

3. Should the defendant judge be required to recuse himself in future unlawful detainer cases between this plaintiff and its tenants?

The principal factual background is found in plaintiff's three exhibits F, G and H. Exhibit F is the April 7th, 1986 transcript of the hearing before Judge Elliott in which he required payment into court of \$25.00

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attorney fees collected by plaintiff from tenants in out of court settlements before he would authorize non-suits. These fees were to be refunded to the tenants. Judge Elliott based his ruling on the landlord tenant act (Va Code § 55-248.31); on the theory that the cases were before him for ruling or decision on any issues until he actually granted the non-suits; and finally that plaintiffs had a right to appeal.

Exhibit G is the transcript of the hearing on April 23, 1986 on the writ of prohibition filed against Judge Elliott in the Portsmouth Circuit Court whereby Judge Oast granted the writ and ordered Judge Elliott to stop conditioning the granting of non-suits on payment of plaintiffs' attorneys fees into court for refund to tenants. Judge Elliott stated at this hearing that he would not change his procedure and said the order was a denial of his judicial discretion. Before entering a formal order, Judge Oast recused himself.

Exhibit H is the transcript of a number of cases heard before Judge Elliott in Portsmouth General District Court on May 2, 1986 in which Great Atlantic Management Company, Inc. is the plaintiff and several tenants of plaintiff are defendants. Judge Elliott continued the procedure of requiring payment of plaintiffs' attorneys fees collected in settlements by plaintiff and defendants before allowing non-suits in these cases.

In Counts I and II of the amended petition for a writ of prohibition the motion of petitioner will be sustained. Costs are awarded to petitioner pursuant to Va. Code § 8.01-648. In Counts III through V the motions of petitioner to hold defendant in contempt, the motion for attorneys fees and the motion to require defendant to recuse himself in future cases involving Great Atlantic and its tenants are denied.

A writ of prohibition will be granted to prevent a Judge from acting without jurisdiction or exceeding his jurisdiction. In re Department of Corrections 22 Va 454, 281 S.E. 2d 857 (1981).

A plaintiff has an absolute right to non-suit a case once. Va. Code 8.01-380. Neither the court nor defendant may preclude plaintiff from taking a non-suit or impose conditions on this right. That the trial Court has indicated how it will decide a case does not preclude plaintiff from taking a non-suit. Berryman v. Moody, 205 Va 516, 137 S.E. 2d 900 (1964); Newton v. Veney, 220 Va 947, 265 S.E. 2d 707 (1980).

Judge Elliott clearly exceeded his jurisdiction, power and authority in allowing the petitioner his right to non-suits only upon the condition it refunded attorneys fees to tenants who agreed to pay these fees and in fact had paid them. This action of the court was a denial of due process of law and wrongful interference by the judiciary into private rights of contract. These tenants sought no protection of the court. As commendable as Judge Elliott's motives may have been, he had no right to intercede in or interfere with private settlements of disputes.

Judge Elliott's counsel indicates there was some burden on Great Atlantic's attorney to show the fees were reasonable. This court finds that petitioner had no such burden. Although on their face, the \$25.00 fees appear reasonable, when petitioner asked for non-suits, he did not have to prove anything. Lack of proof is often the reason for taking a non-suit though not in this instances.

Counsel for defendant argues that because petitioner had a right to appeal the non-suited cases, a writ of prohibition should not be granted. The very purpose of a non-suit is to put an end to the proceedings. To say that an ended or completed suit can be appealed is an absurdity. There was nothing

to appeal certainly as between Great Atlantic and its tenants who were defendants.

Judge Elliott took unilateral action against counsel for Great Atlantic without giving counsel an opportunity to be properly heard by rule or otherwise. Counsel was not a party defendant or plaintiff. This court finds no duty on counsel for Great Atlantic to prove anything about the attorneys fees which appear to have been rightfully and legally collected. There has been no authority presented, nor does this court find any which would authorize the General District Court to change fees voluntarily paid by tenants in the settlement of unlawful detainer cases. I believe Triplett v. Second National Bank, 121 Va 189, 92 S.E. 897 (1917), which dealt with fee provisions in notes to be inapplicable here.

"The general principles governing writs of prohibition are well stated in Supervisors of Bedford v. Wingfield, 68 Va (27 Gratt.) 329, 33-4, where it is said among other things, that prohibition, like all other extraordinary remedies, is to be resorted to only in cases where the usual and ordinary forms of remedy are insufficient to afford redress; that it is not a writ of right, but one of sound judicial discretion, to be granted or withheld according to the circumstances of each particular case. It is issued to restrain inferior courts from acting without authority of law where damage or injustice is likely to follow from such action. It is never allowed to usurp the functions of a writ of error. See also Grief v. Kegley, 115 Va 552, 557, 79 S.E. 1062, 1064." Board of Supervisors v. Bazile, 195 Va 739.

The defendant having acted without authority is prohibited from retaining or paying to tenants attorneys fees in the unlawful detainer cases before him and shall return them to counsel for petitioner. This Court cannot find Judge Elliott in contempt of court because Judge Oast did not enter a

formal order granting the writ of prohibition and disqualified himself before entering a detailed order setting forth the parameters of the writ of prohibition. Furthermore, before a finding of contempt should be made, a show cause or rule should be entered giving Judge Elliott an opportunity to be heard on this specific charge. It appears no such rule or order has been entered.

Attorneys fees are not allowed against Judge Elliott because there is no statute which would authorize them. As stated in 64 ALR 2d 1329, "The general rule that in absence of statute or contract providing therefor, attorneys' fees are not allowable as costs, nor recoverable as an item of damages, appears to be applicable to prohibition proceedings". The case of Pulliam v. Allen and Nicholson, \_\_\_\_\_ U.S. \_\_\_\_\_, 80 L Ed 2d 565, 104 S Ct \_\_\_\_\_ holds that attorneys fees may be recovered under the Civil Rights Attorney's Fees Awards Act (42 USCS § 1988) and that judicial immunity is not a bar. However, there is no comparable statute in Virginia. Allowable fees are the filing and service fees.

Finally, Judge Elliott should not be required to recuse himself in future cases in which Great Atlantic is plaintiff. As was stated in Taylor v. Taylor, 185 Va 126. "In order to disqualify, the interest of the judge must be in the subject matter of the case, and not merely in the legal question involved in it." Also see Ewing v. Haas, 132 Va 215. Judge Elliott had a firm conviction of the legal correctness of his position, but it has not been alleged or proved that he had any interest in the subject matter of the dispute.

Counsel for petitioner may present for entry an appropriate order.

/s/ Rayner V. Snead  
Judge Designate

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH

GREAT ATLANTIC MANAGEMENT COMPANY, INC.,  
t/a GREAT ATLANTIC AGENCY,

Petitioner,

v.

Law No. L86-317

ARCHIE ELLIOTT, JR., JUDGE  
GENERAL DISTRICT COURT  
CITY OF PORTSMOUTH, VIRGINIA,

Defendant.

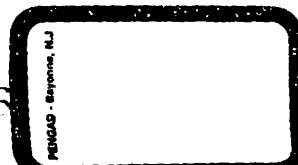
ORDER

This cause came on this 20th day of June, 1986, to be heard upon the pleadings, exhibits and memoranda heretofore filed and upon the argument of the respective counsel for the parties.

Whereupon, after mature consideration, the Court does find that a Writ of Prohibition should be awarded with respect to Counts I and II of the Amended Petition for Writ of Prohibition and that Counts III, IV and V of the Amended Petition for Writ of Prohibition should be denied for the reasons set forth in the Opinion of the Court of even date herewith.

NOW, THEREFORE, it is ADJUDGED, ORDERED and DECREED that a Writ of Prohibition be, and it is hereby awarded against Archie Elliott, Jr., Judge of the General District Court of the City of Portsmouth (Civil Division) requiring the return to Petitioner's counsel of all reimbursement checks being held by the Portsmouth General District Court with respect to unlawful detainer actions heard by the Honorable Archie Elliott, Jr., on March 28, 1986.

00266



VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH

GREAT ATLANTIC MANAGEMENT CO., INC.,  
t/a GREAT ATLANTIC AGENCY,

Petitioner,

v.

Law No. L86-317

ARCHIE ELLIOTT, JR., Judge  
GENERAL DISTRICT COURT, CITY OF  
PORTSMOUTH, VIRGINIA,

Respondent.

NOTICE OF APPEAL

COMES NOW respondent The Honorable Archie Elliott, Jr.,  
Judge General District Court for the City of Portsmouth, by  
counsel, and pursuant to Rule 5:9 of the Rules of the Virginia  
Supreme Court hereby gives notice of appeal from those portions  
of Judge Snead's Order of June 20, 1986, entered in the above-  
captioned case that are adverse to respondent.

The record on appeal shall consist of the record on file  
with this Court including, the pleadings, motions, briefs and all  
attachments thereto, and the Court's Opinion and final Order  
disposing of the case, all in compliance with Rule 5:9.

Respectfully submitted,

ARCHIE ELLIOTT, JR., Judge  
GENERAL DISTRICT COURT,  
CITY OF PORTSMOUTH, VIRGINIA

By: 

Counsel

00268



Mary Sue Terry  
Attorney General of Virginia

Gail Starling Marshall  
Deputy Attorney General

Neil A. G. McPhie  
Assistant Attorney General

Office of the Attorney General  
101 North Eighth Street  
Richmond, Virginia 23219  
(804) 786-0081

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Notice of Appeal was mailed, postage prepaid, this 18<sup>th</sup> day of July, 1986, to B. M. Millner, Esquire, Marshall, Blalock, Garner & Millner, 2600 Washington Avenue, Suite 90, Newport News, Virginia 23607.



227-P726



ASSIGNMENT OF ERROR

The Court Erred in Awarding An Extraordinary Writ of Prohibition Against General District Court Judge Archie Elliott, Jr. and Assessing Costs and Service Fees For Rulings Made by Judge Elliott Pursuant To The Virginia Residential Landlord and Tenant Act, Va. Code Ann. § 55-248.31 (1986 Repl. Volume).

227-M017

00270

