CLERK
SUPREME COURT OF VIRGINIA
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NOV 29 1977
RICHMOND, VIRGINIA

IN THE

Supreme Court of Virginia

AT RICHMOND

NO. 770513

NEWPORT NEWS REDEVELOPMENT & HOUSING AUTHORITY,
Appellant,

v.

EARLEAN HUNTER,
Appellee.

APPENDIX.

C.V SPRATLEY, Jr.
Attorney at Law
P. O. Box 575
Newport News, Virginia 23607
Counsel for the Appellant.

APPENDIX
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UNLAWFUL DETAINER - FILED December 23, 1975

GENERAL DISTRICT COURT, CIVIL DIVISION, 108 Main Street
STATE OF VIRGINIA, City of Newport News, to-wit:

I, William B. Sheldon a Magistrate for the City aforesaid, in the State of Virginia, hereby certify that Newport News Redevelopment and Housing Authority, by Earl E. Allen, Asst. Director for Housing Management this day made oath before me in my said City that Earlean Hunter his tenant, has had legal notice to vacate the hereinafter described leased premises, and that he, the said Plaintiff verily believes that the said tenant unlawfully detains and withholds from him the possession of the premises designated as No. 544 21st St., Apt. C in said City, the lease to the said tenant being originally for a period not exceeding two years; that the defendant has not unlawfully held or detained possession of said premises for three years before the date of this summons; and that the said defendant is indebted to the said plaintiff in the sum of $ 000.00 on account of past due rent, being a claim against which the homestead cannot be demanded.

Given under my hand this 9th day of October, 19 75

Wm. B. Sheldon
Magistrate

COMMONWEALTH OF VIRGINIA City of Newport News, to-wit:

To Leroy Woody Sheriff of said City: I command you, in the name of the Commonwealth of Virginia, to summon Earlean Hunter to appear before the Judge of the General District Court, Civil Division, 108 Main Street on the 23 day of October 19 75, at 9 A.M. to answer complaint of Plaintiff, made upon oath that the said Defendant is in possession and unlawfully detains and withholds from him the said Plaintiff, the possession of a certain messuage and tenement, designated as No. 544 21st St., Apt. C in said City the lease whereof to the said Defendant being originally for a period not exceeding two years; that the defendant has not unlawfully held or detained possession of said premises for three years before the date of this summons; and that the said defendant is indebted to the said plaintiff in the sum of $ 000.00 on account of past due rent, being a claim against which the homestead cannot be demanded.

And have then and there this writ.

Given under my hand this 9th day of October, 19 75

Wm. B. Sheldon (SEAL)
Magistrate

On the day of DEC 12 1975, 19

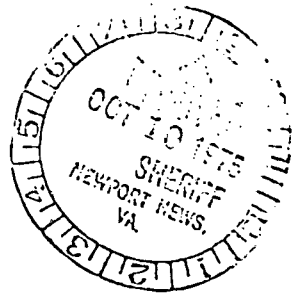
JUDGMENT: That the Plaintiff recover the premises above described, and $ — 0 — rent, with interest from the day of DEC 12 1975, 19, until paid, being a claim against which the homestead cannot be demanded, and $ 12 costs.

Judge, General District Court, Civil Division

Defendant to pay plaintiff sum of 167.00 for rent due with understanding that such payment by plaintiff waived not constitute renewal of contract or affect litigation [illegible]

In the General District Court
Civil Division, City of
Newport News, Virginia
108 Main Street

Docket No. 416961



UNLAWFUL DETAINER

Newport News Redevelopment
and Housing Authority

.....Plaintiff

VS.

Earlean Hunter
544 21st St., Apt. C

.....Defendant

Filed in the Clerk's Office the 23 day of December, 1975
Writ Tax $ 5.00
Fee 5.00
Lib Fee 1.00
Total Paid $ 11.00
Teste: George D. DuChanor, Clerk
D. C.

Executed [illegible] 1975 in the City of Newport News, Virginia, by delivering a true copy of the within [illegible] to Earlean Hunter in person.

Leroy Woody, Sheriff, City of Newport News, Va.

By [illegible]
Deputy Sheriff

Return Date October [illegible], 1975

CONTINUANCES:

Con to 12-10-75		By
Con to 12-12-75	Fee	By
Con to		By
Con to		By
Con to		By
Con to		By
Con to		By
Con to		By

Appealed to Circuit Court
December 19, 1975

[illegible] Judge

-2-

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF NEWPORT NEWS

NEWPORT NEWS REDEVELOPMENT &
HOUSING AUTHORITY, Plaintiff,

Law No. 2383-S
Appealed Warrant

-v-

EARLEAN HUNTER, Defendant.

STATEMENT OF FACTS

This case was tried without a jury on January 24, 1977. There was no court reporter present.

Mrs. Blizzard testified to the following:

1. That she was the project manager of Dickerson Court, a public housing project owned by the Plaintiff.

2. That the Defendant was in April 1975 a tenant of the Plaintiff at 544-C - 21st Street, Newport News, Virginia, was still residing at this address, and that there was a written lease between the Plaintiff and the Defendant. Plaintiff's Exhibit # 1.

3. That in April 1975 she had seen a newspaper article involving the Defendant and that she discussed Defendant's arrest on an ABC violation and Defendant said that she was not guilty of the charge.

4. That she considered the Defendant a good tenant.

Counsel for the Plaintiff and the Defendant then stipulated:

1. That on or about April 5, 1975, undercover Newport News Police Officer W. J. Jones had purchased alcoholic beverages from the Defendant at 544-C - 21st Street, Newport News, Virginia.

2. That Officer Jones obtained a warrant for Defendant for violating the ABC Act by selling alcoholic beverages at 544-C - 21st Street, Newport News,

Virginia, without obtaining a license. Plaintiff's Exhibit # 2.

3. That the Defendant pled guilty to the charge.

4. That Plaintiff pursuant to the terms of the lease had given proper notice to Defendant on August 27, 1975, to vacate said premises by October 1, 1975. Plaintiff's Exhibit # 3.

The Defendant testified that her husband was deceased, that she lived at 544-C - 21st Street, Newport News, Virginia, with eight of her children, that she was unemployed, and her sole income was Social Security and welfare payments.

The Court stated that the income and size of Defendant's family was such that she would have difficulty in obtaining other living quarters and that since the purpose of Plaintiff's housing projects was to provide housing for low income families, the Court was finding for the Defendant.

Douglas M. Smith
Judge

Date filed:

ADDENDUM to statement of facts by Judge Douglas M. Smith:

Mrs. Blizzard, the project manager of Dickerson Court, further testified that she had known the defendant since 1969 as a tenant at Dickerson Court, that the defendant had never given her any trouble and that the defendant always had been very cooperative in anything that she had ask her to do, and that she paid her rent and was a good tenant.

Date filed
7-25-77

Douglas M. Smith
judge

NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY

DWELLING LEASE

William P. Dickerson Courts
Project Name and Number

LEASE No. 8131

544-C - 21st Street
Dwelling

1608
Account Number

THIS LEASE made this 1st day of September, 19 73, by and between the Newport News Redevelopment and Housing Authority (hereinafter called the "Management") and Earlean Hunter and ..... (hereinafter called the "Tenant"),

WITNESSETH, that the Authority on the basis of the statements of the Tenant in his signed Application for Admission as to employment, income and family composition, hereby leases to the Tenant and the Tenant agrees to rent on the conditions stated in this lease. Dwelling Unit No. 1608 located at 544-C - 21st Street in Dickerson Courts (hereinafter called the "Project"), situated in the City of Newport News (hereinafter called "Development"), upon the following terms and conditions:

1. **Monthly Lease:** This lease commences upon occupancy, continues for the remainder of this calendar month and for a term of month to month thereafter.

2. **Payment of Rent:** With the exception of the month of initial occupancy, rent in the amount of $ 21.00 is due and payable in advance on the first day of each month. Payment is to be made at the Dickerson Courts Management Project Office. This rent will remain in effect unless adjusted in accordance with Section 5 hereof. Rental for the remainder of the month of initial occupancy shall be prorated and paid upon the execution of the lease.

3. **Security Deposit:** As security for the payment for any charges which may include damage and loss of items furnished by the Management, the Tenant agrees to pay the Management a minimum of $10.00 upon occupancy, and $3.00 each month thereafter until an aggregate sum of $28.00 has been accumulated, such sum to be held as a security deposit by the Management, to be used at the termination of this lease toward reimbursement of all Management costs, including repairing any damage to the dwelling unit or Management's equipment therein, caused by the tenant, his family, dependents or guests and any rent or other charges owed by the Tenant.

Any portion of the security deposit that is not used for charges herein will be refunded without interest to the Tenant when keys have been returned. An itemized statement of any deduction made against the security deposit will be mailed to the Tenant at the forwarding address furnished by the Tenant together with a check for any unexpended balance.

4. **Utilities:** Management agrees to furnish the following utilities as reasonably necessary and without charge: heat, hot and cold water, gas for cooking and electricity for lighting and general household appliances.

The amount of water, gas and electrical energy budgeted for each type dwelling unit and by reference thereto, is made a part hereof, is ample to properly serve that dwelling unit. Excessive or extravagant use will be penalized, at least to the extent of such excess cost.

Management will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

Plaintiff Exhibit #1, Filed
1/24/77

5. Redetermination of Rent, Dwelling Size and Eligibility: Once each year, when requested by Management, Tenant agrees to furnish accurate information to Management as to family income, employment and composition, for use by Management in determining whether the rental should be changed, whether the dwelling size is still appropriate for Tenant's needs and whether Tenant is still eligible for low-rent housing. This determination will be made in accordance with the approved Schedule of Rents and Statement of Income and Occupancy Limits available in the Project Office.

A. Rent as fixed in Section 2 hereof or as adjusted pursuant to the above will remain in effect for the period between regular rent determinations unless during such period:

(1) Tenant can show a change in his circumstances which would justify a reduction in rent such as a loss of a principal wage earner or other like circumstance as would create a hardship situation.

(2) Tenant commences to receive public assistance or his public assistance is terminated. Such a change must be reported to Management within five days of its occurrence.

(3) It is determined that the Tenant has misrepresented to Management the facts upon which his rent is based, so that the rent he is paying is less than he should have been charged, then the increase in rent may be made retroactive.

(4) In the event of any rent adjustment pursuant to the above, Management will mail or deliver a "Notice of Rental Adjustment" to Tenant in accordance with Section 10 hereof. In the case of a rent decrease the adjustment will become effective the first of the month following the change. In the case of a rent increase the adjustment will become effective the first of the second month following the change, unless the rent increase results from a finding of misrepresentation as noted above.

B. If the Management determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs, and if the Management has a unit of appropriate size available for the Tenant, then the Management may terminate this lease, provided the Management has offered the unit of appropriate size to the Tenant giving the Tenant reasonable time in which to move.

C. If the Management finds that Tenant's income has increased so that it is above the approved income limits ontinued occupancy in low-rent housing, the Management will then determine whether or not Tenant can, with re nable effort, find other suitable housing.

(1) If the Management determines that due to special circumstances Tenant will be unable to find suitable housing, Tenant may remain in low-rent housing so long as the special circumstances exist, but the monthly rental will be increased in accordance with the approved Schedule of Rents. The Management will notify Tenant of the rent adjustments in accordance with Section 10 hereof. The adjustments will become effective the first of the second month following the change.

(2) If Management determines that Tenant can with reasonable effort find other suitable housing, it will notify the Tenant in accordance with Section 10 hereof that he has six months to find other housing and move.

6. Occupancy of the Dwelling Unit:

A. Tenant agrees not to assign this lease, nor to sublet or transfer possession of the premises, nor give accommodations to boarders or lodgers without the written consent of Management. Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for Tenant and his family and/or dependents consisting of Earlean, Roosevelt, Carolyn, Parcell, Jerry Lee, Marion Marie, Sherl Denise, Phillip Earl and Jerome Hunter and Mickeia Schanel Hunter 10-13-76. Roosevelt Hunter deleted from Lease effective 12-5-74)

This provision does not exclude reasonable accommodations of Tenant's guests or visitors for limited periods. Tenant agrees to abide by such necessary and reasonable regulations as may be promulgated by Management for the benefit and well being of the housing project and its Tenants.

B. Tenant agrees not to keep any dogs, or cats, in or on the premises, and not to keep any other pet without the prior consent of the Management.

C. The Tenant agrees not to park or to permit the parking or storing of any automobile or any other vehicle of any kind in the service drive or area other than that specifically designated for parking. No truck or commercial vehicle of any kind may be parked or stored in any area designated for parking passenger vehicles or in service drives.

No repairs are to be made on a vehicle on any of the property of the Housing Authority.

D. That any and all property left on the premises upon termination of this Lease shall be deemed abandoned property and may be held or disposed of by the Management accordingly.

E. The Tenant further represents that he is of good moral character and is not engaged in any illegal or immoral business. The untruth of this or any other statement or representation shall be grounds for terminating this lease, as shall also engaging in or permitting any unlawful business or any business whatsoever on the said premises.

2.

7. Damage and Repair: Tenant shall use reasonable care to keep his dwelling unit, both interior and exterior, in such condition as to prevent health or sanitation problems from arising. Tenant shall notify Management promptly of known needs for repairs to his dwelling unit and of known unsafe conditions in the common areas and grounds of the project which may lead to damage or injury. Tenant agrees to maintain his front and back yard in good condition, keeping the area free of trash, and grass cut. Management will accomplish grass cutting. Tenant will be charged $1.00 per month for the services during the period of May through September, and further agrees not to make any repairs or alterations to the structure. Except for normal wear and tear, Tenant agrees to pay reasonable charges for repair or damage to the leased premises or project caused by the Tenant, his family, dependents or guests. The Tenant will be billed for such charges with a statement of the items of damages involved, the correctional action taken and the cost thereof. Management agrees to accept rental money without regard to any other charges owed by the Tenant to Management and if rent is not in default agrees to seek a separate remedy for collection of other charges.

8. Maintenance: Management will maintain the buildings and common areas and grounds of the project in a decent, safe and sanitary condition in conformity with the requirements of local housing codes and applicable lawful regulations of the Department of Housing and Urban Development. Management will make all necessary repairs, alterations and improvements to the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided in this Section. If a physical or structural defect hazardous to life, health or safety is reported to the Management, it shall exercise due diligence to correct the same, effect its correction or offer to the Tenant temporary alternative accommodations within its project. If Management fails for seventy-two hours to exercise due diligence to accommodations, then the Tenant's rent shall abate during the time such defect exists, provided Tenant continues to reside in the dwelling unit. Rent shall not abate if Tenant rejects such temporary alternative accommodations, or if Management is unable to correct the defect within seventy-two hours despite the exercise of due diligence to correct or obtain the correction thereof.

9. Inspections:

A. Upon occupancy, Management will inspect the dwelling unit and obtain Tenant's signature on the form noting the condition of the dwelling unit and equipment in it. The Tenant may join in such inspection and will be given a copy of the signed form.

B. Tenant agrees that the duly authorized agent, employee or representative of Management will be permitted to enter the Tenant's dwelling unit for the purpose of examining the condition thereof, for pest control or for making improvements or repairs. Such entry may be made only during reasonable hours, after advance notice in writing to the Tenant of the date, time and purpose; provided however, that Management will have the right to enter Tenant's dwelling unit without prior notice to Tenant, if Management will promptly notify Tenant in writing of the date, time and purpose of such entry, and of the emergency which necessitated it.

C. When Tenant vacates, Management will inspect the dwelling unit and give Tenant a written statement of the charges, if any, for which the Tenant is responsible. Tenant and/or his representative may join in such inspection.

10. Legal Notices: Any notice required hereunder will be sufficient if delivered in writing to the Tenant personally, or to an adult member of his family residing in the dwelling unit, or if sent postage prepaid by United States mail addressed to the Tenant at the dwelling unit or affixed to the door of the premises. Notice to the Management must be in writing and either delivered to an employee of the Management at the Management Office of the Project within which Tenant resides or to the Central Offices of the Management, or sent to the Management by United States mail.

11. Termination of Lease:

A. This Lease may be terminated by the Tenant at any time by giving written fifteen (15) days notice as set forth in Section 10 prior to termination thereof.

B. Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear expected, and to return all keys to the Management when he vacates.

C. This Lease may be terminated by Management at any time by giving a written notice as set forth in Section 10 not less than thirty (30) days prior to termination. Such notice may only be given for good cause, including but not limited to nonpayment of rent, serious or repeated interference with the rights of other tenants, serious or repeated damage to the premises, creation of physical hazards, or overincome status or any other violation of this Lease. Notice by either party to this Lease may be given on any day of the month. If Management should elect to terminate this Lease for a reason other than nonpayment of rent, Tenant must be told in a private conference, by a duly authorized representative of Management.

(1) The specific reasons for the proposed termination and all the alleged facts upon which it is based; (2) His rights under the Grievance Procedure; (3) That he will be given an opportunity to reply and explain.

12. Grievance Procedure: All grievances or appeals arising under this Lease shall be processed and resolved pursuant to the Grievance Procedure of Management which is in effect at the time such grievance or appeal arises, which procedure is posted in the Project Office and incorporated herein by reference.

13. Changes: This Lease, together with any future endorsements or adjustments of rent, evidences the entire agreement between Management and Tenant. With appropriate notice, modifications may be made to take into account revised provisions of law or governmental regulations.

3.

14. In the event of misrepresentation of any facts in the application of the Tenant or in any statement submitted to the Management by the Tenant, as required especially by Paragraph 5 above, or if the Tenant fails to comply with any of the provisions of this Lease, it shall be automatically terminated.

This Lease evidences the agreement between the Management and the Tenant, and no modifications thereof shall be valid unless in writing and signed by the Management and the Tenant, but reference is hereby made to the Virginia Housing Authority Law as part of and controlling the terms of this Lease. In witness whereof, the parties have executed this Lease Agreement this 20th day of November 1973 at Newport News, Virginia.

WITNESSED BY:

By M. Porter Blizzard

B. A. Lee

Tenant Carleen Hunter

The Management and the Tenant mutually agree that, until further change is agreed upon, the monthly rent shall be as hereinafter shown:

Date	Adjusted Rent	Effective Date	Acknowledgement: Housing Manager	Acknowledgement: Tenant
3-22-74	$15.00	5-1-74	M. Porter Blizzard	Carleen Hunter
4-18-75	$34.00	5-1-75	M. Porter Blizzard	Carleen Hunter
3-2-76	$35.00	2-1-76	M. Porter Blizzard	Carleen Hunter
4-23-76	$71.00	5-1-76	M. Porter Blizzard	Carleen Hunter
12-7-76	$39.00	7-1-76	M. Porter Blizzard	Carleen Hunter

4.

Jan - 24, 1977
N. N. Redevelopment & Housing
by
Carleen Hunter
Law - 2383 -
Plaintiff's exhibit
Num #1

Sex Female DOB _____ Hair _____ Eyes _____ EMP _____

Race Black Ht. 5'6" Wt. 140 S.S. _____

DESCRIPTION Light brown complexion

STATE OF VIRGINIA
CITY OF NEWPORT NEWS } To-Wit:

Warrant No. _____

TO ANY SHERIFF, DEPUTY SHERIFF OR POLICE OFFICER:

Whereas, Officer William Jones has this day made complaint and information on oath before me, William P. Sheldon (Name) a Magistrate of said City, that Earline Hunter 544C 21st Street, Newport News, Virginia in the said City did on the 4th day of April, 19 75: Unlawfully violate the ABC Acts of the Code of Virginia by selling alcoholic beverages without being licensed to do so.

in violation of § 4-58 of the Code of Virginia.

These are, therefore, to command you, in the name of the Commonwealth to apprehend and bring before the **CRIMINAL DIVISION, GENERAL DISTRICT COURT** of the said City, the body of the above accused, to answer the said complaint and to be further dealt with according to law.

Given under my hand and seal, this 18th day of April, 19 75.

William P. Sheldon (Seal)
Magistrate

Request for Counsel

I have this day been advised of my right to be represented by counsel upon trial of the within charge; I certify that I am without means to employ counsel of my own choosing and hereby request the court to appoint counsel for me.

_____ date _____ Defendant

For Endorsement by Judge or Magistrate

Plaintiff Exhibit #2 - Filed 1/24/77

Order of Appointment

In consideration of the statement signed by the defendant and/or other facts presented to the Court, the Court is of the opinion that the defendant is entitled to have a Court appointed attorney.

Therefore, the Court doth hereby appoint _____, Attorney at Law to represent said defendant on said charge now pending in this Court.

The Court doth further order the sum of $_____ be paid counsel for his services rendered in connection with this appointment.

Enter this: _____, 19____

_____
JUDGE

Raymond S. Jones

n and for the City or County aforesaid, do certify that Earline Hunter, a magistrate or a Judge or Clerk of a Court

and No One and _____, defendant,

o the Commonwealth of Virginia in the sum of Five Hundred Dollars

$ 500.00), to be made and levied of their respective goods and chattels, lands, and tenements to the use of the Commonwealth of

Virginia to be rendered, yet upon this condition: That the said defendant shall appear before the CRIMINAL DIVISION, NEWPORT

NEWS GENERAL DISTRICT COURT on April 23, 1975 at 9:00 o'clock A.M., at 2501 Huntington Ave., Newport

News, Virginia and at any time or times to which the proceedings may be continued or further heard, and before any court thereafter having

r holding any proceedings in connection with the charge in this warrant, to answer for the offense with which he is charged, and shall not

epart thence without the leave of said court, the said obligation to remain in full force and effect until the charge is finally disposed of and

pon further condition that the said defendant shall keep the peace and be of good behavior until the within charge is finally disposed of.

on appearance shall be deemed to constitute a waiver of trial by jury.

Given under my hand, this 18th day of April, 19 75

ond set by Magistrate $ _____

ond set by Court $ _____

Judge Clerk Magistrate

4094-75

4-23-75
5-7-75A
6-3-75

DOCKET NUMBER

COMMONWEALTH OF VIRGINIA

vs { WARRANT OF ARREST
Illegal Sale of
Alcoholic Beverages

Earline Hunter
Defendant

For Court Use Only

~~5116 21st St. N. N.~~, Va.
Address

Executed 4-18, 1975

By: J. C. Gevaltney, Sgt.
Officer Serving Warrant Title

Complainant notified of trial date _____, 19____

By: _____
Officer Serving Notice Title

Upon examination of the within charge on a plea of Guilty the court finds the defendant, GUILTY AS CHARGED and fixes as the penalty a fine of $75 and ~~30 days in jail~~ - on the city prison farm, which is suspended for one year during good behavior.

JUN 3 1975

Judge

For Court Use Only

Fine $75.00

Cost 14.25

Total $89.25

WAIVER OF COUNSEL

I have this day been advised of my right to be represented by counsel upon trial of the within charge and that if I cannot afford counsel, one will be appointed to represent me. Understanding my right to be represented by counsel either of my own choosing or by court appointment, I wish to, and do hereby, waive my right to be represented by counsel, voluntarily and of my own free will and ask the court to try my case without benefit of counsel.

Date _____ Defendant _____

CERTIFICATE OF REFUSAL

I, the undersigned Judge of the General District Court of Newport News, do hereby certify that today I advised the defendant that he had the right to be represented by counsel: that if because of indigency he cannot afford to hire an attorney one would be appointed by the Court; and that his refusal to sign a waiver of counsel, having refused to request or name counsel, constitutes a waiver of the right to counsel. I further certify that I proceeded to enquire into the defendant's financial ability and found that he is able to retain counsel at his own expense and so advised him of this finding; that he again refused to sign the waiver or to request counsel, whereupon the Court deemed said refusal to constitute a waiver of the right to counsel, so advised the defendant, and proceeded to hear and determine the case.

Date _____ Judge _____

WAIVER OF PRELIMINARY HEARING

I, the undersigned, defendant named in the body of the within warrant alleging the commission of a felony by me, as described therein, do understand that I have the right to a preliminary hearing and to cross-examine the witnesses testifying against me. With full knowledge of my said right, I do hereby waive the preliminary hearing relating to the within charge.

Date _____ Defendant _____

[illegible] 24, 1971
[illegible] Redetermined & Hearing
[illegible] Case [illegible]
[illegible] Plaintiff [illegible]

I certify that this is a true copy of the warrant filed in the Clerk's Office of the Circuit Court by the General District Court, Criminal Division according to Sections 19.1-335 and 19.1-336 of the Code of Virginia, as amended.

George D. DeShazor, Clerk

By [illegible] D.C.

August 27, 1975

Ms. Earlene Hunter
544 - C 21st Street
Newport News, Virginia 23607

Dear Ms. Hunter:

Re: Account Number 1608

We hereby terminate your lease for 544 - C 21 Street as of October 1, 1975 and you are hereby directed to vacate and surrender possession of said premises by October 1, 1975. This notice is given because of you being engaged in illegal business on the premises.

You have heretofore been advised of this breach of your lease, and you are entitled to another private conference with management if you so desire. If you desire a conference please contact your manager within seven days.

You have also been advised of your rights under the grievance procedure, and you will be given an opportunity to reply and explain.

Sincerely yours,

J. A. Charles
Executive Director

JAC:AHH:ps

Plaintiff Exhibit #3, Letter dated 8/27/75
to Defendant from Plaintiff - Filed 1/24/77

[illegible] 1977
[illegible] Development & Planning
[illegible] [illegible] 2385)
[illegible]

[illegible]

[illegible] II 3
[illegible]

VIRGINIA: In the Circuit Court for the City of Newport News, Monday, the 24th day of January, 1977.

PRESENT: The Honorable Douglas M. Smith, Judge.

NEWPORT NEWS REDEVELOPMENT & HOUSING AUTHORITY

Plaintiff,

Vs.

Law No. 2383-S
Appealed Warrant

EARLEAN HUNTER

Defendant.

This day came the plaintiff, by its personal representative and by counsel, and the defendant, in person and by counsel. And the defendant now puts herself upon the country and the plaintiff doth likewise and issue is joined upon the pleadings filed herein. And the parties not requiring a jury herein but agreeing to submit all questions of law and fact to the Court, the Court proceeded to hear and determine this case without the intervention of a jury. And the evidence and argument of counsel being fully heard, it is considered by the Court that the plaintiff take nothing by reason of its said appeal and removal warrant, but for its false clamour be in mercy, etc., and that the defendant go thereof without day and recover against the plaintiff her costs by her about her defense herein expended.

D. M. Smith
JUDGE

Copy of Order of Judgment

Entered 1/24/77

A COPY. TESTE: GEORGE D. DeSHAZOR, Clerk
BY Cheryl Malpass D. C.

ASSIGNMENT OF ERROR

The Court erred in finding for Tenant because the uncontradicted evidence showed that Tenant violated her written month to month lease, that Tenant received proper written notice of termination, and that Tenant failed to surrender possession of the leased premises to Landlord.