COMMONWEALTH OF VIRGINIA,

COUNTY OF ROCKINGHAM, to-wit:

In the Circuit Court of said County:

The grand jurors in and for the body of said County of Rockingham and now attending said Court at its February term, 1924, upon their oaths do present that Moses Hawse and Charles Spellman, within one year next prior to the finding of this indictment, in the said County of Rockingham, did unlawfully manufacture, sell, offer, keep, store and expose for sale, give away, transport, dispense, solicit, advertise and receive orders for ardent spirits, against the peace and dignity of the Commonwealth of Virginia.

The jurors aforesaid upon their oaths aforesaid do further present that Moses Hawse and Charles Spellman, within one year next prior to the finding of this indictment, in the said County of Rockingham, did unlawfully have in their possession ardent spirits, against the peace and dignity of the Commonwealth of Virginia.

And the jurors aforesaid upon their oaths aforesaid do further present that Moses Hawse and Charles Spellman, within one year next prior to the finding of this indictment, in the said County of Rockingham, did unlawfully receive ardent spirits, against the peace and dignity of the Commonwealth of Virginia.

This indictment is found on the testimony of C.W. Dove, John Dove, John Funk, and D.W. Shifflett, witnesses sworn in Court and sent before the grand jury to give evidence.

We the jury find Moses Hawse guilty a charge in this indictment and fix his punishment at six months in jail and a fine of $50.00.

G P Myers
Foreman

Viol. Pro. Act.

COMMONWEALTH

v.

MOSES HAWSE
CHAS. SPELLMAN

A MISDEMEANOR

A TRUE BILL

C. L. Hedrick
Foreman

Set for Nov. 1874

D. W. Barman,
Commonwealth's Attorney.

IN THE CIRCIUT COURT OF ROCKINGHAM COUNTY,VIRGINIA:

To the

Hon. T. N. Haas, Judge of the Circuit Court for Rockingham County:

I, D. W. Earman, Commonwealth's Attorney for the County aforesaid, respectfully represent unto your Honor:

That on February 7th, 1924, C. W. Dove, Sheriff for Rockingham County, and other officers, did on the Valley Turnpike a short distance north of the City of Harrisonburg, Virginia, seize a Ford touring car, model 1924, engine number 8217013, bearing a Virginia license tag for the year 1924 number 103132; said car at the time of seizure in said County being operated by Mose Hawse and Charles Spellman, who had in said car at that time about 11 gallons of what is commonly called moonshine liquor.

That under Section 57 of the Prohibition Act as amended the said automobile is forfeited to the Commonwealth.

That your informant prays that said automobile be condemned and sold and the proceeds disposed of according to law; that Mose Hawse, Charles Spellman, and all other persons concerned in interest be cited to appear and show cause why the property should not be condemned and sold to enforce the forfeiture.

D W Earman
Commonwealth's Attorney.

Subscribed and sworn to before
me this 11th day of February, 1924.

Ruth R. Underwood
Notary Public.

COMMONWEALTH

v.

FORD TOURING CAR
Engine number 8217013

(Mose Hawse and
Chas. Spellman car)

INFORMATION

D. W. Earman,
Commonwealth's Attorney.

Form No. B—153-A-5M.—3-5-23.

91536 S. Rockingham

VIRGINIA
FORD CARS ONLY

Conditional Sale Agreement

This Agreement, made this 10 day of September, 1923, between ROCKINGHAM MOTOR CO., Inc. (Dealer's Name) of HARRISONBURG, VA. (Dealer's Address) first party, his or its successors, or assigns (hereinafter called "Seller"), and Fred Hawse (Buyer's Name) at ____ (Buyer's Street Address) in Harrisonburg, Va. (Buyer's Town and State) second party (hereinafter called "Buyer")

WITNESSETH:—THAT the Seller in consideration of the payments, agreements and conditions contained herein which on the part of the Buyer are to be made, done and performed, has this day delivered and agreed to sell and the Buyer has this day agreed to buy from the seller, but upon the conditions hereinafter recited, to the Buyer the following Passenger or Commercial Car or Tractor (hereinafter called the "Car"):

MAKE	Type of Body	Model	Manufacturer's Serial or Motor No.	Advertised Horse Power	If Truck Tons Capacity	Year Model	List Price F. O. B. Factory	Cash Selling Price Including Extras
Ford	Tour	T	8217013	22		1923	393.00	496.00

including service charges, for the gross sum of FOUR HUNDRED NINETY SIX&00/100 Dollars ($496.00). (Total Cost to Buyer)

The Buyer has this day paid to the Seller ONE HUNDRED SIXTY FIVE &00/100 Dollars ($165.34). (Total Payment Made)

and the Buyer agrees to pay to the Seller, or order THREE HUNDRED THIRTY & 66/100 Dollars ($330.66). (Total Balance to Be Paid)

balance payable in 12 monthly installments of $27.56 each to be evidenced by a promissory note (not as payment, but as evidence of the amounts to become due hereunder) made by the Buyer to the order of the Seller, bearing even date hereof, and maturing on the due dates of said respective installments. Any extensions or assignments of this Agreement or said note shall not waive any condition herein contained.

Title to the Car and extra equipment shall not pass by delivery to the Buyer but shall remain vested in and be the property of the Seller or Assigns until the purchase price has been fully paid. Buyer agrees to operate and control said Car in conformity with all Laws and Ordinances and to indemnify and save harmless the Seller from any and all loss, or damage to persons or property caused by said Car or by the use and operation thereof to which the Seller might possibly be subjected.

Buyer agrees and acknowledges that the within contract covers all conditions and agreements between the parties, that the loss, injury or destruction of said Car shall not release said Buyer from payment as provided herein. Buyer hereby acknowledges receipt of and accepts the Car, having first examined and tested the same and found same in sound and first class condition, and agrees to keep the Car insured against loss by fire and theft with insurance companies acceptable to the Seller for not less than the amount owing, and until fully paid, payable to and to protect the interest of the Seller, and the Seller may place, continue and renew said insurance for the Buyer at the Buyer's expense if the Seller so elects.

Buyer agrees to pay all taxes, license fees or charges against said Car and to keep same in good condition, and that any equipment, repairs or accessories placed upon said Car shall be at Buyer's expense and become a component part thereof and included in the terms of this Agreement. Buyer further agrees not to use or permit said Car to be used for passenger hire.

Buyer further agrees that he will not use or cause or permit to be used the Car herein mentioned for the transportation of liquor, wines or any other beverage, for personal or commercial use, prohibited by any Federal or State statute to be transported, and it is hereby agreed that should the Car hereinbefore described be used for such purpose or any other unlawful purpose, it shall be considered as a default under the agreement, whether or not there shall be a default under any other terms or conditions thereof, which shall entitle the holder hereof to immediate and continued possession of the Car herein described.

Should the Buyer fail to keep and perform any or all his agreements herein contained, and to promptly pay at maturity any and all sums hereunder, or if said Car is removed or attempted to be removed from the State in which the Buyer now resides, or to be otherwise disposed of, or if Buyer shall lend, sell or encumber, or shall attempt to sell or encumber said Car or in case of misuse or abuse thereof, or whenever the Seller or his assign shall deem the debt insecure, said Seller may without any demand or notice take possession of said Car and equipment, wherever found and without process of law, and all rights of the Buyer hereunder shall cease and terminate thereupon absolutely. Buyer does hereby expressly waive any right of action against the Seller growing out of the removal, repossession or retention of said Car or otherwise, and hereby consents that upon any default (or in the event that the Buyer, for any reason gives up or losses possession of the Car), all unpaid balance of said purchase price and note representing the same shall forthwith become due and payable.

Seller may, by suit or otherwise, enforce payment of said note, and no legal proceedings with respect thereto shall be deemed any waiver of said right of Seller to take possession on default or breach as aforesaid. Upon the Seller so taking possession of the Car, Seller may sell the Car at public or private sale at any time thereafter without any notice to the Buyer, and said Seller may become the purchaser thereof, and if the proceeds thereof are insufficient to pay all sums remaining unpaid hereunder and the expense caused by such repossession, removal, reparation, storage, liens and sale, including a reasonable attorney's fee, incurred in taking possession of said Car, or in or about the sale thereof, or in collecting in any manner any sums which may be due and owing hereunder, Buyer agrees to pay any deficiency as damages for use of said property. The waiver or indulgence of any default shall not operate as a waiver of subsequent defaults. Time is of the essence of this agreement.

This agreement shall apply to and bind the heirs, executors, administrators and assigns of the Buyer, and shall inure to the benefit of the Seller, Seller's heirs, executors, administrators, successors and assigns.

This agreement contains the entire agreement between the parties hereto, their agents or employees, either verbal or written.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals to this Agreement the day and year first above written.

Witness: Evelyn Berry
Address HARRISONBURG, VA.

Fred Hawse (Seal)
(Buyer Sign Here)

By ____ (Seal)
(Owner, Officer or Firm Member)

Witness: Evelyn Berry,
Address HARRISONBURG, VA.

ROCKINGHAM MOTOR COMPANY, Inc. (Seal)
(Dealer Sign Here)

By ____ (Seal)
(Owner, Officer or Firm Member)

DEALER MUST SIGN ASSIGNMENTS ON REVERSE SIDE.

ROCKINGHAM MOTOR CO., Inc.

91536

Rockingham, Va

BUYER'S STATEMENT

TO _____ (DEALER) AND COMMERCIAL CREDIT COMPANY, BALTIMORE, MD.:—
For the purpose of Securing credit on my (our) obligation set out on the reverse side hereof given per statement herein for a NEW Ford (Passenger or Commercial Car or Tractor), delivery and receipt of which is hereby acknowledged, I (we) make the folowing representations:

My present Business, Profession or Position is Butcher I have been so employed 9 years.

Name of Present Employer P. A. Carver Address Harrisonburg, Va.

I have been in present position 9 Years, Age 29 Married Yes

Will Car be used for Pleasure, Business or Passenger hire? Pleasure

Number Dependents 3 My (our) combined salary and net income last year was over $1000.00

Bank Account with National Bank Address Harrisonburg, Va.

Have bought on credit from or other business references: Name Pays Cash Name _____ Name _____
Address _____ Address _____ Address _____

Statement of Items Covering Buyer's Obligation given for new Passenger or Commercial Car or Tractor

List Price of Car	$ 393.00
If Truck: Body, cab, etc.	
Extra equipment—Itemize	
Gas & Oil	3.28
Approved lock, name Simplex	4.00
Freight and War Tax	47.72
Cash Selling or Rental Price	$ ~~445.00~~ 450.00
See Rate Sheet for Services, Insurance and Interest	46.00
Total Cost of Buyer on Time	$ 496.00
Less: Cash Payments $ 165.34; Allowance, if any, on "Trade in"	165.34
Balance in 12 Equal Monthly Payments of $27.56	$ 330.66

Description, location and value of Real Estate or Personal Property owned in my (our) name:

Description	Location
Home & Lot	Harrisonburg, Va

Cash value, $ 1600.00 Owing on same, $ None

Description	Location
Household Furniture	Harrisonburg, Va

Cash value, $ 700.00 Owing on same, $ None

Buyer Sign Here Fred Homer (Seal)

By _____

Home Address c/o Halterman Bros. Phone _____

Town Harrisonburg State Virginia

Business Address Same

Town _____ State _____

330.66
46
28

SUSPENSE

This Assignment must be signed by Dealer

FOR VALUE RECEIVED, the Agreement (on the reverse side hereof) and the note therein mentioned between the Buyer mentioned herein and the undersigned, and the property therein described, and all the right, title and interest therein of the undersigned are hereby sold, assigned and transferred to

COMMERCIAL CREDIT COMPANY, BALTIMORE, MD., its successors or assigns.

Dated this 10 day of Sept., 1923

Signed ROCKINGHAM MOTOR COMPANY, Inc. (Seal)
(Dealer)

At HARRISONBURG, VA. State of _____
(Dealer's Town)

By _____ Treas.
By _____
(Officer, Firm Member or Owner)

Harrisonburg, Va. Sept. 14 1923
Memorandum filed and docketed
in Conditional Sales Book
No. 6 Page 18
J. F. Blackburn
Clerk

VIRGINIA,

ROCKINGHAM COUNTY, to-wit:

Whereas D.W.Earman, Commonwealth's Attorney for Rockingham County has filed in the Clerk's Office of said County an information against a certain Ford Touring Car, Model 1924, engine number 8217013, 1924 Virginia license tag number 103132. The said information having for its object the condemnation and sale of the automobile aforesaid as forfeited to the Commonwealth and alleges that at the time of seizure, by the officer, there was found in said car about 11 gallons of ardent spirits contrary to law. Said car at the time of seizure being operated by Mose Hawse and Charles Spellman.

Therefore Mose Hawse, Charles Spellman and all other persons concerned in interest are notified to appear before the Circuit Court of Rockingham County on the 26th day of February 1924, being the 9th day of February Term 1924, to show cause, if any they can, why the prayer of the said information for the condemnation and sale of said automobile should not be granted and said property sold in accordance with the statute law of Virginia.

Witness, J.F.Blackburn, Clerk of the Circuit Court of Rockingham County at the Court House thereof on the 12th day of February 1924. and in the 146th year of the Commonwealth.

J.F. Blackburn Clerk.

Executed Feb. 13, 1924 by delivering a copy of this notice to Mose Hamlin & Geo. Stallman in person, and by posting a copy of this notice at the front door of the Board House also leaving a copy of this notice ~~&~~ filed in the County Road Papers.

E. W. Moore, S.R.P.C.

:Jiw-of.YTNUOC MAHGNIKCOR

.AIRGINIA

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Commonwealth

v.) On Information

Ford Cad. 8217013.

The answer of Fred Hawse to the information pending in the Circuit Court of Rockingham County, in the aboce style, respectfully represents that he is the owner of the Ford automobile 1924 model, No. 8217013, referred to in said information (subject to a reservation of the title to secure a portion of his purchase money therefor), and that he was ignorant of the use of said automobile by Mose Hawse and Charles Spellman for the transportation of ardent spirits therein, as alleged in said information, and that he neither consented to nor connived at such use of said automobile; and he therefore, denies that said automobile is liable to forfeiture as in said information prayed.

Fred Hawse
By Counsel

D. V. Lockett
Counsel

Com to
K } Forfeiture.

Final Ex 22/7/13.

Answer to
Ex Hewes

Commonwealth

v.) No Information

[illegible]

Counsel

[illegible]

By Counsel

March 29, 1924

Sheriff Sale of Fred Hawse Car # 8217013

		Disbursements
Sold car to R.P. Keyle for $300.00		
Sheriff Commissions on sale		20.00
Sheriff Premium for capture		25.00
Information Notice		1.50
Printing Hand Bills		1.50
News Paper advertising	(News-Record)	4.80
Storage for car		5.00 Pd
Auctioneer	C H Hilbert	5.00
Clerk of Court fee		4.00 Pd
Comercial Credit Co. D. W. Erman atty		223.20 Pd
Commonwealth atty fee (D. W. Erman)		10.00 Pd
Total		$300.00

C. W. Dove. Sheriff.

Reed Hause
Coal
Dated Mar. 29. 1924

Tax $_____ Fees $_____
Transfer $_____ Total $_____

Admitted APR 1 1924

_____ Clerk
Rockingham County, Va.

$330.66
110.24 pd. 4 months
220.42 yet due 8 months
33.07
$253.49 15% atty. fees

IN THE CIRCUIT COURT OF ROCKINGHAM COUNTY, VIRGINIA.

In the Matter of

Information in Commonwealth vs. One Ford Touring Car, Engine No. 8,217,013.

The answer of the Commercial Credit Company, a corporation organized and doing business under the laws of the State of Maryland, to information filed in the Circuit Court of Rockingham County, Virginia, by D. W. Earman, Commonwealth's Attorney for said County, for the purpose of having the Court and judge one Ford Touring car, engine No. 8,217,013, forfeited to the Commonwealth of Virginia for violation of Chapter 388 of the Acts of Assembly, 1918, as amended.

This respondent reserving to itself the benefit of all exceptions to the said information for answer thereto or to such parts thereof as it is advised it is material for it to answer, answering says:

That respondent is doing a general banking business in the City of Baltimore, Maryland, and has for sometime been buying the notes from the Rockingham Motor Company, Incorporated, a corporation organized and doing business in the State of Virginia, covering the deferred purchase price of FORD automobiles.

That in September, 1923, the said Rockingham Motor Company sold the car aforesaid to Fred Hawse for the sum of Four Hundred Ninety Six Dollars ($496.00), the said Hawse paying the sum of One Hundred Sixty Five Dollars and Thirty Four Cents ($165.34) cash on said car, and executing his note of date September 10, 1923, to the said Rockingham Motor Company, Incorporated, in the sum of Three Hundred Thirty Dollars and Sixty Six Cents ($330.66), payable in twelve (12) monthly instalments of Twenty Seven Dollars and Fifty Six Cents ($27.56) each, the first to become due one month after date, and the balance of the instalments to be paid on even date of each ensuing month thereafter until paid, at the office of

respondent in Baltimore, Maryland, with interest from ~~date~~ maturity, which said note was duly transferred and assigned to respondent for value, without recourse, a few days after its execution.

Sale Sep. 23, 1923

That the said Hawse paid to the said Commercial Credit Company the instalments that matured on said note in October, November, December, 1923, and January, 1924; that there is still due and unpaid to respondent the February, March, April, May, June, July, August, and September instalments, each in the sum of Twenty Seven Dollars and Fifty Six Cents ($27.56), as aforesaid, plus 15% attorneys fees; that cotemporaneously with the execution of the note aforesaid there was a conditional sale agreement executed between the Rockingham Motor Company as seller, and Fred Hawse as buyer, of said car, in which said agreement the title to the aforesaid car was retained in the seller until the entire purchase price was paid. This conditional sale agreement was duly docketed in the Clerk's Office of Rockingham County, Virginia, on September 14, 1923, in Conditional Sales Book No. 6, page 18; that at the time of the execution of said agreement the said Hawse was a resident of the County of Rockingham, Virginia;

That respondent knew absolutely nothing of the ardent spirits being in the car, or in the possession of Hawse, or that said Hawse contemplated transporting in said car any ardent spirits, nor did respondent even have any reason to suspect that the said Hawse was conveying or expecting to convey liquor in said car.

That your respondent denies the right of the Commonwealth to forfeit said car for violation of the law upon the part of said Hawse, as it was ignorant of the illegal use to which the same was put, and that said illegal use was without its connivance or consent, expressed or implied, and has, prior to the commission of such offense aforesaid, duly recorded in the clerk's Office of the Circuit Court of Rockingham County, in which county debtor resides, a conditional sale agreement, in which said agreement respondent has peffected its title to said car.

The conditional sale agreement and note herein described are herewith filed and made a part hereof.

And having fully answered, respondent prays that the said information be dismissed;

That the said car may be returned to respondent free and acquit of all liability to the State of Virginia; and that your respondent may have such further, other and general relief in the premises as the nature of his case may require; and further that respondent be dismissed with its reasonable costs in this behalf expended;

And it will ever pray, etc.

Joseph J. Mack
Secretary

Harry M. Dickel
Counsel.

STATE OF MARYLAND,
CITY OF BALTIMORE, to-wit:

I, Joseph H. Carroll, a notary public in and for the State and City aforesaid, do certify that Joseph J. Mack, Secretary, ~~Treasurer~~ of Commercial Credit Company, a corporation, whose name is attached to the foregoing answer, this day appeared in person before me in my said City and made oath that the facts stated therein of his own knowledge are true and those stated on information derived from others he believes to be true.

Given under my hand and notarial seal this 25th day of February, 1924.

Joseph H. Carroll N.P.

COMMERCIAL CREDIT CO.

vs.

FORD TOURING CAR
ENGINE NO. 8217,013.
CHASSIS CAR)

ANSWER

3.

The conditional sale agreement and note herein described are herewith filed and made a part hereof.

And having fully answered, respondent prays that the said information be dismissed;

That the said car may be returned to respondent free and regardless of all liability to the State of Virginia; and that your respondent may have such further, other and general relief in the premises as the nature of his case may require; and further that respondent be dismissed with its reasonable costs in this behalf expended;

And it will ever pray, etc.

STATE OF MARYLAND,
CITY OF BALTIMORE, to-wit:

I, _____, a notary public in and for the State and City aforesaid, do certify that _____ Treasurer of Commercial Credit Company, a corporation, whose name is attached to the foregoing answer, this day appeared in person before me in my said City and made oath that the facts stated therein of his own knowledge are true and those stated on information derived from others he believes to be true.

Given under my hand and notarial seal this 27 day of February, 1924.

_____

In the Name of the Commonwealth of Virginia:

To the Sheriff of Rockingham County, Greeting:

You are hereby commanded to summon

C. W. Dove, John Funk, John Dove and D. W. Shifflett

to appear before the Judge of the Circuit Court of Rockingham County, at the Court House thereof, at 10 o'clock, a. m., on the 18 *day of* March *19*24, *to testify and the truth to say in behalf of the Commonwealth against*

Moses Haun + Charles Spellman

who stands charged with and indicted for a ~~felony~~ *misdemeanor.*

And this they *shall not omit under the penalty of £100. And have then and there this Writ.*

Witness, J. F. BLACKBURN, Clerk of our said Court, at the Court House, the 14 *day of* March, *1924, and in the 148th year of the Commonwealth.*

J. F. Blackburn, *Clerk.*

News-Record, Harrisonburg, Va.

Executed March 15, 1924 by summoning the within named witnesses in person

C. W. Dove, S.P.C.

by Jas Dove Deputy

Com.

vs.

Moses Haine

& c

Sheriff fee $2.00

March 18.

In the Name of the Commonwealth of Virginia:

To the Sheriff of Rockingham County, Greeting:

You are hereby commanded to summon

C. W. Dove John Dove John Funk
D. W. Shifflett

to appear before the Judge of the Circuit Court of Rockingham County, at the Court House thereof, at 10 o'clock, a. m., on the 18 *day of* Feb. *19*24,
to testify and the truth to say in behalf of the Commonwealth before the Grand Jury

Moses Hauke & Chas. Spellman

who stands charged with ~~and indicted for a felony~~ misdemeanor.

And this they *shall not omit under the penalty of £100. And have then and there this Writ.*

Witness, J. F. BLACKBURN, Clerk of our said Court, at the Court House, the 12 *day of* Feb. *, 19*24*, and in the* 148 *th year of the Commonwealth.*

J. F. Blackburn, *Clerk.*

News-Record, Harrisonburg, Va.

Comm.

v

Moses Hawver

Sheriff fee 200

Grand Jury

Feb. 18, 1924

Executed Feb 13, 1924, by delivering a copy of this summons to Jno Funk, G. W. Above John Above and W. W. Eagle

G. W. Above, Sheriff R.C.

_____ Harrisonburg _____ Virginia *Date* Sept. 12, *19*23

(Street Address of Buyer) (Town) (State)

For Value Received *I, we, promise to pay to the order of* ROCKINGHAM MOTOR CO., Inc.

(Dealer's Name Here)

THREE HUNDRED THIRTY & 66/100x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x *Dollars* ($330.66)

(Total balance to be paid)

in 12 *monthly installments of* $ 27.56 *each, the first to become due one month after* [illegible] *ce of installments to be paid on even date of each ensuing month thereafter until paid at the office of Commerci*[illegible] *u, Baltimore, Md.,* with interest AFTER MATURITY at the highest legal contract rate.

Buyer affix stamp 2c for each $100.00 or fraction thereof

I, we, do hereby authorize, irrevocably, any attorney [illegible] rity of the whole or any part hereof in any court of record in the United State[illegible] and to waive the issue and services of process and to confess a judgment against me, [illegible] payee or any subsequent holder hereof, for such amount as may appear to be unpaid hereon [illegible] er expenses including attorneys' fees incurred in collecting any amount owing hereunder, which we [illegible] to pay, and to release all error and waive all right of appeal. I, we, hereby waive presentment, protest, notice of protest and all benefit of valuation, appraisement and exemption laws. This note becomes immediately due and payable (less any payments made hereon) in event of non-payment at maturity of any installment scheduled hereon.

Signed Fred House (SEAL)

(Buyer)

91536

No. _____

By _____

(Owner, Officer or Firm Member)

Without Recourse

For value received pay to the order of

COMMERCIAL CREDIT COMPANY

BALTIMORE, MD.

Signed ROCKINGHAM MOTOR COMPANY, Inc. **(Seal)**

(Dealer)

By Treas.

(Officer, Firm Member or Owner)

Arrest Warrant

Commonwealth of Virginia

Rockingham County } To-Wit
City of Harrisonburg }

To C W Dove { Sergeant of said City / Sheriff of said County

Whereas, C W Dove of the said city, has this day made complaint and information on oath before me, SHEFFEY L. DEVIER, a justice of the said city, that Moze Dawse & Clar Spellman of the said city, on the 7 day of Feby 192 4 in the said county did unlawfully transport liquor in a Ford touring car License 103332 against the peace & dignity of the Commonwealth

These are therefore, in the name of the Commonwealth of Virginia, to command you forthwith to apprehend and bring before me, or some other Justice of the said city, the body of the said Moze Dawse & Clar Spellman to answer the said complaint and to be further dealt with according to law. And you are required to summon

to appear and give evidence in behalf of the Commonwealth, on the examination touching the said offense.

Given under my hand and seal this 7th day of Feby, in the year 1924

Sheffey L Devier J. P. (Seal)

Defense demurs, moves for clear. Officer in own J. Fine Hundred Dollars.
(Mrs. Mrs.) Fauce moves for more time in own J. Fine Hundred dollars for their appearance before Circuit Court of Rockingham on Friday 15th — 1924
Judge Deeser

Commonwealth

vs. } Arrest Warrant

Moze Hawse
Chas. Spellman

Executed the within warrant by arresting and delivering the body of

.....

before .....
a Justice of City of Harrisonburg and by summoning the within named witnesses in

person, this.....day of.....192

.....
Sergeant of City of Harrisonburg

Cost
Warrant $1.00
Arrest.

Preliminary hearing waived by the within named defendant and they are held for trial in Circuit Court of Rockingham County. Given under my hand this 9th day of Feby 1924
Judge Deeser

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF ROCKINGHAM COUNTY, GREETINGS:

We command you, that you take Chas Spellman if he be found within your bailiwick, and him safely keep, so that you have his body forthwith before the Circuit Court of Rockingham County, at the Court House thereof ~~on the first day of next term~~ to answer us of a certain misdemeanor whereof he stands indicted.

And have then and there this Writ. Witness J. F. Blackburn, Clerk of our said Court at the Court House the 18th day of March, in the 148 year of the Commonwealth.

J. F. Blackburn Clerk.

COMMONWEALTH

vs.

Chas Spellman

Sheriff fee $1.50

Executed by arresting Chas. Spellman this 18 day of March 1924

Chas S. Rice

We the jury find Moses Hawes
guilty and fix his punishment
at 6 months in jail and $50
fine.

1.20
2.50
2.00
.50

$ 6.20

Com vs House

L.B. Allen
~~C.H. Trimble~~
~~Benj Coppock~~
Benj Moyer 16m
6 days — G.R. Myers
J.E. and Funk
J.L. Coldwell

Feb. Term 1924 #81

Chas. Spellman - 4 rd copies

Moses Hawse.

vs. Misdemeanor

Commonwealth.

444

3 rd

March 18.

Jury for Trial Moses Hawse

D.B. Allen -	2.20
Benj Meyers -	3.10
G.R. Meyers -	2.60
J. Earl Funk -	2.60
J.L. Caldwell -	2.50
	$ 13.00

Sheriff Cost

Imp. Jury	1.50
arrest	3.00
Premium	20.00
Summons	4.00
Total	$28.50
off for Spellman	11.50
	17.00

Bushnell

QUALITY WORKMANSHIP

20-4446

Feb. Term 1924. #60

Ford Touring Car Model 1924

8217013

Hawse Car

Copies made + given Sheriff. 2/13/24

To Feby 26/24 ans of Commonwealth Co —

Mar. 6/24 Filed ans of Fred Hawse

Bushnell

QUALITY · WORKMANSHIP

20-4446