



Stenographic Report
of the
Charges Preferred Against
Brother Phelps DeEcks
and action taken by
Heights Lodge, No. 633, Free and Accepted Masons,
located at
Mayfield and Lee Roads,
Cleveland Heights, Ohio.

Worshipful Master .R. H. Voce in the chair.

W.M. VOCE: Brethren, this is the date set for the trial of Brother Phelps DeEcks. We will now proceed with a reading of a list of the charges made concerning him. Brother Secretary Breitweg will read the charges.

BROTHER SECRETARY BREITWEG: Worshipful Master Voce.

W.M. VOCE: Brother Breitweg.

BROTHER SECRETARY BREITWEG: The charges were preferred at the meeting, the first meeting held in April, 1925. It is as follows:

"To the Worshipful Masters, Wardens, and Brethren of Lodge No. 633 Free and Accepted Masons.

Brother Phelps DeEcks, a Master Mason and a member of Heights Lodge No. 633, is hereby charged with gross unmasonic conduct as follows, to wit:

Specification I. That the said Brother Phelps DeEcks, on or about the 27th day of July, 1921, at Cleveland in the County of Cuyahoga and State of Ohio, did, in violation of his obligation as a Mason, receive, as Attorney at Law and representing John McDonald, as Administrator of the estate of Edna Sloan McDonald, deceased, in his capacity as such Attorney for in behalf of said estate, the sum of Nine Thousand Two Hundred Fifty-six and 61/100 (\$9,256.61) from the Cleveland Trust Company. Thereupon said DeEcks paid to the estate of said McDonald the sum of Three Thousand Dollars (\$3000.00) and that the balance of said sum, to wit:

Six Thousand Two Hundred Fifty Six and 61/100 Dollars (\$6256.51), was converted, embezzled and transferred by the said DeEcks to his own and personal use with intent to deprive the said estate of said sum and of which sum he did deprive said estate.

That, by reason of the facts aforesaid, said Phelps DeEcks was charged with the foregoing crime and, by action of the Court of Common Pleas of Cuyahoga County of the State of Ohio, was disbarred from practice as an Attorney of said bar.

Specification II. That on or about the 19th day of July, 1921, or just prior thereto, one James P. Limbird, a Master Mason, owned, in his own right, certain shares of the capital stock of The Bulkley Building Company, The Lakewood Engineering Company, The Cromwell Publishing Company, and the Garford Motors Company of the approximate face value of Eleven Thousand Five Hundred and Forty Dollars (\$11,540.00); that on July 19th, 1921 said Phelps DeEcks, acting as Attorney for said James P. Limbird, obtained from said Limbird, by false and fraudulent pretenses, the sum of approximately Eight Thousand Dollars (\$8,000.00) under the

representation which was false and fraudulent; that said DeEcks was the owner as Trustee of certain property then held by the H & C Realty Company but which property was never owned by it.

That said DeEcks converted, embezzled and used, for his own purpose, all of said stock which he converted into money and thereby obtained from said Limbird, an approximate sum of Eight Thousand Dollars (\$8000.00), nor did said H&C Realty Company ever own any interest whatsoever in the property represented by said DeEcks to be the owner of the same.

That by reason of the facts aforesaid, said DeEcks obtained from said Limbird, by false and fraudulent pretenses, the sum of approximately Eight Thousand Dollars (\$8,000.00), no part or portion of which was returned by said DeEcks to said Limbird.

That the foregoing specifications Nos. I and II were in violation of the laws of the Grand Lodge of the Free and Accepted Masons and the principles of Free Masonry.

Dated at Cleveland, Ohio, on this 7th.day of April, 1925. (Signed) Bartlett Lambly."

Copy of these charges were sent to Brother DeEcks_ at his present address, number 135 South Boulevard, Tulsa, Oklahoma, dated April 25th, 1925, by registered mail, the receipt for which is in the file. Brother DeEcks has also been notified of the several continuances of this case and I have in this file an acknowledgement from him of the receipt of the charges.

W.M. VOCE: Brother DeEcks is not here. Has he a representative sent by him to represent him at this trial?

(No one answered)

If not, I will appoint Brother Marcellus DeVaughn to represent him. I will appoint Brother Harold H. Gorman to represent the lodge. Before proceeding in this case I would like to read just one or two extracts from the Code of the statutes governing Masonic conduct. That is a question which is purely Masonic and into the merits of which the courts of law will not enter. (Reading) *"On the trial of a member on charges of un-Masonic conduct the production of the record of his conviction in a court of criminal justice, and any violation of law involving a Masonic offense is prima facia, evidence of his Masonic Guilt."*

There are some further sections of the Code applicable which I will read at the proper time.

Thereafter Brother Gorman asked for recognition and was recognized.

BROTHER GORMAN: I understand that Brother Lambly is here and has made the charges. He has certain persons here with him, too, at this time. I presume that the first thing to do would be to see whether Brother DeEcks. would plead guilty or not guilty.

W.M. VOICE: That has just occurred to me.

BROTHER GORMAN: And after that I would assume that he pleads not guilty, and that the proper way to present the matter would be to allow the person who has made the charges to present the evidence to the brethren, unless there is some objection. I think that after that, any person who has spoken here should be asked to answer any questions that any of the brethren would want to put to him. Then for convenience sake, Worshipful Master, such questions that occur to me I will ask him myself first and then if there are any other brethren who have questions to ask after that they may do so. It is possible that in that manner we may save a little bit of time.

W.M. VOICE: Brother DeV Vaughn, I should have called you first.

BROTHER DeVAUGHN: I have neither seen nor been in communication with the accused brother. Therefore, I can only enter on his behalf a plea of not guilty.

BROTHER GORMAN: Worshipful Master, Brother Lambly is here.

Thereupon Brother Lambly was recognized by the Worshipful Master.

BROTHER LAMBLY: Worshipful Master, I think for the convenience of the stenographer who is taking the testimony in this case, and inasmuch as the first charge is based upon documentary evidence, if I may have permission to approach the secretary's desk, where I can see this evidence, more effectually than I can standing up, it might assist all of us in getting at the facts.

W.M. VOICE: You have my permission.

Thereupon Brother Lambly approached the secretary's desk.

BROTHER LAMBLY: The Worshipful Secretary has kindly consented to go after the documentary evidence.

(Thereupon a few minutes elapsed)

Worshipful Master, inasmuch as I know where those papers are, if I may have permission to retire perhaps I can expedite matters.

Thereupon the documentary evidence was brought to the secretary's desk. Brother Lambly asked for recognition by the Worshipful Master and it was given him.

BROTHER LAMBLY: Worshipful Master and brethren: I am personally familiar with the handwriting of Brother DeEcks. I have before me a checkbook showing the stubs as well as the original checks which he drew from time to time on the Central National Bank Savings & Trust Company. All, of these entries which I shall hereafter read are in Brother DeEcks's own handwriting. There appears on the stubs in his handwriting, under date of June 27th, 1921 -- yes, 1921, I think it is -- an entry, "McDonald check, June 22nd, \$9,256.61." At that time Brother DeEcks told me that he had sold as administrator of the estate of Edna Sloane McDonald, and I have made an examination of the records of the Probate Court in Cuyahoga County to ascertain that fact, and find that he was at that time the administrator of Edna Sloane McDonald. That he sold certain real estate belonging to such estate and received from the purchasers of the property a check payable to him as trust administrator in the sum of \$9,256.61, which he deposited to his own personal credit under date of June 27th, in the Central National Bank Savings & Trust Company. I have examined and have before me, but will not read in detail, checks, original checks, issued by him in his own handwriting, showing how and when and to whom the \$9,256.61 was given. And for what purposes, insofar as shown by the checks, this money was spent. There appears in the same entry, in the same book of stubs that there was paid by him from this personal account and out of the funds which he had received as administrator of the estate of Edna Sloane McDonald to John McDonald, as guardian of the children, the sum, of \$3,000, leaving a balance of \$6256.61, which he expended to the individuals who are the payees in this list of checks. If the Worshipful desires me to go over these checks to verify that statement I will be very glad to do so but it will take up considerable time to read those checks. Does the Worshipful Master wish me to do so?

W.M. VOCE: It will not be necessary.

BROTHER LAMBLY: I have not here a copy of the journal entry or the proceedings before the Court of Common Pleas of Cuyahoga County relative to the disbarment proceedings, but the journal entry shows that he was disbarred from practice by reason of the facts, the substance of which I have already given. These papers further show - these papers which I have before me further show that in his own handwriting -- I will say that I have before me the statement of the Central National Bank Savings & Trust Company in the name of Phelps DeEcks individually, in which it shows a deposit in his individual name under date of June 27th, of the sum of . \$9,256.61. I think that I could turn, if I had a moment, to the original deposit slip which he made at that time in his own name, and there is a deposit in his own personal account of the trust funds which he received as such administrator. That is all of the statement that I desire to make at the present time in relation to the first charge or first specification. I do not know whether the Worshipful Master desires

interrogatories after or rather to be made at the conclusion of the testimony in support of the first specification or await the end of the testimony in support of the second specification.

W.M. VOCE: I think it will expedite matters if we leave those questions until all the testimony is in.

BROTHER LAMBLY: Worshipful Master, in order to get this next specification properly before the lodge in its chronological order may I ask the 'Worshipful Master to call upon Brother Limbird, who is here present, as a visiting brother, who can give you and give the lodge at first hand the preliminary steps or the -preliminary facts which led up to the second specification and as soon as he has concluded, the information which. I have at first hand will follow in chronological order.

W.M. VOCE: Brother Limbird.

BROTHER LIMBIRD: Worshipful Master. My first step on meeting Phelps DeEcks was he care out to see about settling Monroeville Clay Products Company at that time, and we got to to be pretty intimate friends. Of course, we got to talking over stock and different things. I told him I had something like \$11,000 worth of stock, which you have heard mentioned here tonight. He said that he had some property down here. That he would like to have me have a 3/12th interest in it as one of his friends was in trouble with his wife, something like that, and wanted the money, and he would dispose of my stocks and let me have that share. He came down here and took me around and we looked over the property upon the Heights somewhere, which he showed to me and said we have it. And he showed me the property which the company was to acquire or did have. I referred to the H. & C. Realty Company. There was never such a company as the H. & C. Realty Company. It was never organized or never was incorporated. And there was three other stock. certificates -- but he took me to the bank, I think to the Union Trust Company and. showed me other stocks besides these, Then I became a little leary that there was something wrong. I took the matter up with Bart Lambly or with someone anyhow. They informed me that things looked a little dubious. I cornered ,him. He finally admitted it. "You would not do anything to me, Jim? Of course, it is no use sending me to the penitentiary. My family will suffer. See my poor children; what will become of them?" I finally took it up with the prosecutor and he said it was a plain case of embezzlement surely. And he says: "The best thing you can do is to try to get some money out of him. Get his mother to sign a note or anything like that to better yourself". I went down and took the matter up with his mother and she finally signed a note with him. That was, I think, a three months or a six months note -- three months note, I think -- and his brother found out that he was up for embezzlement. He came down and made arrangements to sell his property or turn it over to me. There

was a mortgage on it. I assumed the mortgage and consequently I got part of my money back, but otherwise he was up surely for embezzlement if I had forced the issue. Now, if there are any further questions Mr. Lambly can answer them.

BROTHER LAMBLY: Worshipful Master: May I have the privilege of asking Brother Limbird a question or two to bring out the facts I would like to have him explain?

W.M. VOICE: You may do that.

BROTHER LAMBLY: Brother Limbird, you were the owner, were you, of the stock?

BROTHER LIMBIRD: Yes

BROTHER LAMBLY: Is it at the same stock as has been read and set out in the specifications?

BROTHER LIMBIRD: Yes.

BROTHER LAMBLY: What did you do by way of turning this stock over to him?

BROTHER LIMBIRD: Why I got it out of the bank, out of the Norwalk Bank. We went to the school building, that is in the courtroom where we have school. I was on the board at that time. I signed it all over to him.

BROTHER LAMBLY: What did that stock consist of, and if you cannot recollect that, you can refresh your memory from that specification?

BROTHER LIMBIRD: It is 50 preferred, on the Bulkley Building and 140 common, 30 of Lakewood Engineering and 20 of Cromwell Publishing Company, and 10 of the Garford Motors Company.

BROTHER LAMBLY: Did you know the approximate value at that time of that stock?

BROTHER LIMBIRD: I could not say exactly, just exactly, but I suppose it would run around \$8,000. I paid par for it, and it cost me possibly \$11,000 or \$12,000.

BROTHER LAMBLY: Did you ever receive from Brother DeEcks any paper writing indicating your interest in what was known as the H. & C. Realty Company holdings?

BROTHER LIMBIRD: I got a stock certificate.

BROTHER LAMBLY: What was the substance of that?

BROTHER LIMBIRD: Well, it showed that I had a 3/12th interest in this Property up on Shaker Heights, around there where that promised lands that he spoke about was.

BROTHER LAMBLY: Did you give that stock in consideration of the receipt of this trust certificate?

BROTHER LIMBIRD: Yes, sir.

BROTHER LAMBLY: Those are all the questions I desire to ask. Worshipful Master, in addition to that I might say that I Personally made an examination after Brother Limbird came to me of all the facts which he has already stated and made a personal examination of the records at the Recorder's Office of Cuyahoga County, and found that what was then known as the H. & C. Realty Company never owned any property in Shaker Heights or in Cuyahoga County, or at least never owned any property in the section which was described in the trust certificate. I found that a portion of it had been owned for several years prior thereto and was then owned by the First Savings & Trust Company. That parcel A was owned by George Hodgson, who is vice president and general manager of the Cleveland Worsted Mills Company; and that parcel C was in part owned by the First Savings Trust Company and the Malborn Land Company. There was never a record or otherwise that Phelps DeEcks was the trustee for any person interested in any way, shape or manner in any of the land which is described in the certificate. I had in my possession at one time and can -give you the substance or a short history, rather, of the H. & C. Realty Company. Such a company was never organized in the State of Ohio at the time that the certificate was first issued. Letters from the Secretary of State are my authority for making that statement, and the original articles of incorporation were in DeEcks's possession. I afterward obtained possession of them. The original minute book failed to show even of a first stockholders meeting, much less a meeting of the board of directors, and did not show any other proceedings whatsoever. There was no record available nor any record of the H. & C. Realty Company, to the effect that they had ever possessed any real estate whatsoever, or that any money was paid in, or any property paid in to the firm or any articles of incorporation in relation to the amount of stock which was authorized. I think that that covers all of the evidence in support of the second specification.

BROTHER GORMAN: Worshipful and Brother Lambly: Will you just tell how long you have known Brother DeEcks before this time?

BROTHER LAMBLY: It is impossible to do so exactly. I will be very glad to do the best I can. I think I first met him in February of

1920 -- now, wait minute. I think it was 1919, perhaps 1920. I cannot be definite on that subject.

BROTHER GORMAN: What were your associations with him?

BROTHER LAMBLY: I had the unfortunate experience of sharing the same suite of offices with him.

BROTHER GORMAN: You and he are both attorneys?

BROTHER LAMBLY: I am and have been and he has been.

BROTHER GORMAN: And he was prior to his disbarment?

BROTHER LAMBLY: Yes; he was prior to his disbarment.

BROTHER GORMAN: Do you know whether all of this money was returned to the persons from whom it was taken?

BROTHER LAMBLY: What money do you refer to?

BROTHER GORMAN: In both cases.

BROTHER LAMBLY: The only answer I can make to you upon that subject would be what I have learned from counsel who were interested in the prosecution of Mr. DeEcks for the alleged embezzlement of \$6,000 in the Edna Sloane McDonald case. If you wish me to give you that I will be very glad to.

BROTHER GORMAN: Yes.

BROTHER LAMBLY: Brother DeEcks's bond as administrator of the estate of Edna Sloane McDonald was executed, so I was told, by Mr. J. R. Garfield, counsel for the American Surety Company -- I think that's it, the American Surety Company. and these papers from which I have read, especially the checks and the stubs were turned over to Garfield about the time that the disbarment proceedings were first brought up by the Bar Association. And he advised me, and he told me some -- perhaps four or five months ago -- that DeEcks had paid back a portion. If I recollect correctly it was in the neighborhood of \$2000 of the defalcation, leaving a balance of approximately \$4,000 which he said that he had not been able to get nor did he expect to get.

BROTHER GORMAN: On the other matter do you know how much was paid back:

BROTHER LAMBLY: On the Limbird matter?

BROTHER GORMAN: Yes; on the Limbird matter.

BROTHER LAMBLY: Well, it is rather difficult to answer that particular question. The situation was this: Mr. Limbird obtained a note, a Promissory ; cognovit note, copy of which I have before me. He obtained this under date of December 27th, 1922, in the sum of \$12,090, signed by Phelps DeEcks and Anna N. P. DeEcks, who was his mother. Pursuant to that there was executed a contract, the substance of which was that his mother would deed over to Mr. Limbird certain property, the title of which was in her name at the corner of Parkwood Drive. We fixed an approximate valuation on that. There was a mortgage upon that Property in the then sum of \$6600. Mr. Limbird assumed and agreed to pay that mortgage after he got the deed from Mrs. DeEcks. He purchased the property. He paid to Mrs. DeEcks an additional sun of, I think, \$6000 or \$7000, and the difference between the first mortgage and what he paid to her in cash was supposed to equal the value of the property which was approximately -- the difference there was apporoximately \$12,090. Mr. Limbird has sold the property since that time and for certain reasons sold it for much less so that it is difficult to give you the exact amount in dollars and cents which Mr. Limbird has lost.

BROTHER GORMAN: Can you say whether Brother DeEcks offered to pay any of this money back before the threats for prosecution?

BROTHER LAMBLY: Oh, no. No; he absolutely refused. He never paid the money back. It was his mother who paid the money back by the sale of the property which she owned down on Parkwood Drive. I might say she was present at all of the meetings. I might say further that it was through the influence of her son, Reverend Ralph DeEcks, that these papers were executed and the deal which I have described went through, but Phelps DeEcks absolutely refused to have anything to do with the transaction.

BROTHER GORMAN: Those are copies of the papers?

BROTHER LAMBLY: I have the original of the contract, and the copy of the mortgage and a copy of the note, and the copy of the plat showing the land, and the copy here of a certain memorandum of Mr. Cassidy, Jim Cassidy, who was at that time Assistant County Prosecutor.

BROTHER GORMAN: Now, Brother Lambly, do you know where Brother DeEcks is now?

BROTHER LAMBLY: My only information is from attorneys with whom I have had some correspondence in the last few months residing in Tulsa, Oklahoma. They advised me that he was formerly in Tulsa, but that lately they understood that he was traveling in the east with an evangelistic party.

BROTHER GORMAN: He left here rather suddenly?

BROTHER LAMBLY: He certainly did.

BROTHER GORMAN: What were the circumstances surrounding it?

BROTHER LAMBLY: I don't know all the circumstances. Why, there was hanging over him this embezzlement here; that is, this charge in the Limbird matter. There was hanging over him a charge which I personally preferred for embezzling about \$750 from me. There was hanging over him a charge for the embezzlement of the money from the Edna Sloane McDonald estate, besides several other circumstances which perhaps none of us would deem to be helping.

BROTHER GORMAN: Worshipful, I cannot think of any more questions. If the Worshipful wishes to ask any, or the brethren, I am sure Brother Lambly will be glad to answer them if possible. I believe the matter is pretty well before the lodge at the present time. There may be some doubts about it in somebody else's mind about some off the facts.

W.M. VOICE: Brother DeVaughn, have you any questions that you wish to ask?

BROTHER DeVAUGHN: Brother Lambly, you stated that some \$2,000 Mr. Garfield told you had been paid?

BROTHER LAMBLY: Yes; that is what Mr. Garfield told me. He is counsel, as I understand, for the American Surety Company of New York.

BROTHER DeVAUGHN: Do you know, Brother Lambly, when that was paid with reference to the time Brother DeEcks left Cleveland?

BROTHER LAMBLY: That was afterwards.

BROTHER DeVAUGHN: That was paid afterwards?

BROTHER LAMBLY: Yes; it was paid afterwards.

BROTHER DeVAUGHN: Do you know whether or not...

BROTHER LAMBLY: Pardon me. I want to go a little bit farther. That is at least what Mr. Garfield told me.

BROTHER DeVAUGHN: I understand thoroughly. It is hearsay.

BROTHER LAMBLY: That is true. I have no personal knowledge of it.

BROTHER DeVAUGHN: Did he tell you whether or not those payments came from Brother DeEcks?

BROTHER LAMBLY: I do not believe that subject was discussed. He said that there had been paid upon this defalcation approximately the sum of \$2,000.

BROTHER DeVAUGHN: And that had been paid, you gathered, since the time DeEcks had left

BROTHER LAMBLY: Yes; that is my understanding.

BROTHER DeVAUGHN: That is all I care to ask.

W.M. VOCE: Any brother care to ask any questions?

BROTHER FEASLE: Who were the beneficiaries of this Sloane estate?

BROTHER LAMBLY: The beneficiary was a minor, who was then an infant daughter of Dr. John McDonald and his wife, Edna Sloane McDonald. her name now I cannot give you.

BROTHER FEASLE: How old a child?

BROTHER LAMBLY: I think at that time she was about 14 -- 13 or 14.

BROTHER GORMAN: One question has been suggested to me. I would like to ask Brother Lambly if he knows why Brother DeEcks was not prosecuted any further?

BROTHER LAMBLY: Well, perhaps I can express myself by using a very slangy phrase. "We thought it would be very unwise to sue beggars to catch a louse." I trust I have not given you an insulting answer. That expresses the idea that we all had, all those who were interested in that matter.

BROTHER GORMAN: What were the reasons given for his disbarment?

BROTHER LAMBLY: Well, I was not on the Grievance Committee of the Bar Association, but I have learned from one of the members, if not the Chairman of the Grievance Committee of the Bar Association, as well as from Mr. Garfield, that he was prosecuted before the Bar Association and disbarred upon the McDonald defalcation. I will be glad to give any further information on this matter that anyone desires.

BROTHER CLOUGH: I would like to ask Brother Lambly who the officers were of the realty company that issued the stock?

BROTHER LAMBLY: They were never elected. No officers were ever

elected or stockholders had not even met to organize or elect a board of directors. There is no board of directors and no stockholders as shown by the original books of the company.

BROTHER CLOUGH: Was this stock issued signed by some so-called officers of the realty company?

BROTHER LAMBLY: It was. What was denominated by him a trust certificate and it read substantially like this in the Limbird case: "This is to certify that James Limbird is the owner of a 3/12th interest in property owned by the H. C. Realty Company and located" -- then would follow a description of the property, or a very meager description of the property, together with -- then there were four or five names appearing there as the joint owners or the co-owners of the other 12ths in this property, but it was not a stock certificate. It was simply a certificate of a trustee. And he signed it. I have seen the original and it was in his handwriting but there is no designation of what or for whom he was acting as trustee.

BROTHER CLOUGH: Signed as trustee?

BROTHER LAMBLY: Just the word "trustee" below his name.

W.M. VOCE: Any further questions?

(No answer)

If not, I would like to read this section of the Code. Section 64, Article 2: "*After all the testimony has been read before the lodge any brother may comment thereon subject to the discretion of the Master.*" One thing I would ask if any brother comments on this testimony that he confine himself to the specific charges which have been preferred and not to go outside of that field.

BROTHER GORMAN: I hesitate to say now what I have in mind for the fact that there are a number of new brethren here tonight. I believe this is probably the first meeting at which some of them have been in the lodge of Master Masons prior to their raising. I have always understood, and I believe it is generally understood that the Masonic Order is an order which is particularly proud of the fact that it has always endeavored to enforce the law and to see that violators of the law are not permitted to repeat their violations. I think that the lodges of 'Masonry have a reputation for being in back of any movement which makes for the enforcement of laws throughout the country, and I believe that they have a reputation of keeping their membership clean and in forcing their delinquent members either to abide by their obligations or to get out. I think when we come to consider this matter we should not consider it so much as a matter of punishment, but, I believe, we should consider whether or not we are to allow a person who has violated his vows

and been guilty of un-Masonic conduct to continue as a Mason and possibly defraud other persons who trust him because of the fact that he belongs to this order. I might say further that I am a lawyer and Brother DeEcks was a lawyer. That the legal profession is very careful of its members and takes steps against persons who do not live up to their tenets to have them disbarred. There is no doubt in this case that Brother DeEcks was disbarred and that there are only two grounds of any consequence for disbarment. One is unprofessional conduct and the other is the conviction for a felony. In this case Brother DeEcks was disbarred because of unprofessional conduct and a breach of trust toward his clients. I might say further that I have heard some comment among lawyers about the fact that he still continues being a Mason after such charges have been made and proved in a court against him. I do not believe that anyone should act inimically, or in a spirit of punishment, but, I think that if we really believe that the Masonic Order, should be kept free and clear of persons who do not live up to its tenets that we ought to have the nerve to do it. It is a matter for the lodge to decide, and solely for the lodge to decide, from what you have heard tonight; but I suggest that if you feel from the evidence you have heard here tonight, and from the further fact it has been proved in a court that Brother DeEcks has been guilty of a breach of trust and has been disbarred by reason of it, you should act accordingly and not allow any maudlin sympathy to prevent you from carrying out your judgment. I thank you.

BROTHER FEASLE: Worshipful Master.

W.M. VOCE: Brother Feasle.

BROTHER FEASLE: I wish to second the sentiments that Brother Gorman has just expressed. We should not approach a decision in this case in any other frame of mind but that of doing our duty towards our Order. The undisputed evidence produced here tonight shows that almost at the time he was taking his obligation as a Master Mason, not to cheat, wrong or defraud a lodge of Master Masons or a brother of this degree, He was perpetrating a fraud of the rankest kind upon Brother Limbird. And almost at the same time or soon after he was stealing money, \$8,000 or \$9,000, from an orphan girl. Now, as Brother Gorman says, we are not here to pass Judgment upon Brother DeEcks in any spirit of vindictiveness or punishment, but we should not overlook our duty to our Order or to Masons. A man that will do these things one time will do them another. If we allow Brother DeEcks to continue as a member of this lodge, show his receipt card and vice versa, to other lodges and other Masons, there is no assurance that he will not do the same to them that he did to Brother Limbird. And when it comes to a matter, if the vote of the lodge should find Brother DeEcks guilty, I do not see how it can do otherwise, because the evidence is undisputed, when it comes to fixing the penalty I do not think that we should be influenced by

any maudlin sentiment. At the last Grand Lodge meeting one lodge had its charter arrested because in a Masonic trial wherein the accused had been convicted of a felony and imprisoned in a penitentiary, they made the penalty too light. This case is no different than that because the facts, the undisputed facts, would have placed Brother DeEcks in the penitentiary had he remained in this locality. It seems to me that there is nothing to do except to do our duty as Masons and find him guilty and fix the penalty which felonies demand.

BROTHER BLACKWELL: I would like to ask when he was raised.

W.M. VOICE: Raised in 1922; is that correct?

BROTHER SECRETARY BREITWEG: I cannot tell offhand.

BROTHER ALLEN: Raised on May 12th, 1922.

W.M. VOICE: Any further remarks?

(No one answering)

All the comments being disposed of, the lodge will then proceed to ballot and vote by ballot upon the guilt or innocence of the accused.

(Reading) *"Votes to sustain charges or suspend or expell a Mason in proper form tried before this lodge shall in all cases be taken by ballot. A majority of all the members present being necessary to find guilty or to suspend and two-thirds to expell."* Your first ballot is on whether Brother DeEcks is guilty or not guilty on the charges preferred." The Code says that *every member present should vote*. Not necessarily compelling you to vote, but that every member should vote.

BROTHER CLOUGH: Would it be out of order to ask one more question?

W.M. VOICE: You may ask one question.

BROTHER CLOUGH: I would just like to know whether the defense counsel is satisfied with the evidence presented. We have not heard from him.

BROTHER DeVAUGHN: Worshipful, I don't know whether if after this vote has been taken the defense counsel has an opportunity to say anything.

W.M. VOICE: I do not think there can be any remarks after we once vote.

BROTHER DeVAUGHN: Of course, as I said to you, Worshipful Sir, before, I have neither seen nor communicated with Brother DeEcks. The testimony that is her, unless it is contradicted, of course, is overwhelming. So far as I can see there is no need of asking questions which would not be helpful and all of the evidence has been brought out. I know of no way to contradict it. And I am satisfied from the evidence what my independent judgment would be, not being able to talk to the accused.

W.M. VOCE: Does that answer your question?

BROTHER CLOUGH: Yes.

Thereupon the Worshipful Master appointed the following tellers: Brothers J. C. Calhoun, B. F. Hanna and R. P. Boggis.

Thereupon after the ballots had been counted by the tellers the secretary announced the following result:

BROTHER SECRETARY BREITWEG: Worshipful Master there were forty ballots cast and one blank. Thirty-nine for guilty and one not guilty.

W.M. VOCE: Brethren, according to the vote of the lodge I find Brother DeEcks guilty of the charges preferred. According to the Code we will now vote upon the grade of punishment. Vote to be by ballot. Vote yes or no for expulsion.

Thereupon after ballots had been distributed by the secretary and collected by the tellers and the votes counted the secretary made the following announcement:

BROTHER SECRETARY BREITWEG: Worshipful Master, there have been forty-one ballots cast. One was blank. Thirty-eight were for expulsion and two against.

W.M. VOCE: According to the vote of the lodge I declare Brother DeEcks expelled. The records of this trial will be in writing and will be kept by the secretary for one year. In case of appeal the transcript can be forwarded to the Grand Lodge and will be kept by the secretary for one year.

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COST BILL

Total cost of taking depositions.	\$45.26
Taxicab fare & service on Mr. Strong.	\$10.55
Postage.	70
Witness fees (4).	
	Total \$

Received of Defendant the sum of \$_____ in full of my fees above.

Notary Public