

# The Ring-tum Phi

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Washington and Lee University Lexington, Virginia, February 15, 1979

NUMBER 17

## President Huntley Expresses Concern About Fraternities

by John Billmyre and Bruce Vail

"Fraternities," said Washington and Lee university President Robert E. R. Huntley, "provide, for better or worse, the core of the social life in numbers and tone." But, W&L's president added, "time is about to run out on the fraternity system in general, and for a certain few fraternities in particular."

He offered his statement "not as a threat, but as a prediction."

After almost half of a school year that has seen fraternity presidents arrested for noise violations, fraternities placed on social probation for unsightly structural conditions and fraternities banned from

neighboring girls colleges for disorderly conduct, Huntley addressed the Interfraternity Council and fraternity representatives Tuesday night.

Huntley called the occasion a "special meeting" and mentioned that it has been "seven or eight years since I last met with this group."

Explaining the purpose of the visit, Huntley said, "I come because I have worries I want to share with you." His concern was with the overall deteriora-

tion of fraternities and the fraternity system.

And he posed to the assembled group, "Do you think fraternities have the capability for self-government?"

Huntley told the students that the University administration and community has been "relatively tolerant, over the years, of youthful exuberance. But change has occurred. It is a problem that is perhaps one you inherited, but one that you must

(continued on page 23)



President Huntley addresses IFC Tuesday night.

photo by Pat Patrick

## Shortage of Available Low Cost Housing in Lexington

by Mike Lavitt

Lexington has a serious shortage of satisfactory low cost housing and city residents with low or fixed incomes will have to wait one year or more to obtain a suitable place to live, an investigation by WLUR-FM and the Ring-tum Phi has revealed.

But City Manager John V. Doane told the student media organizations that Lexington's housing situation is no worse than in other cities.

There are three federally subsidized, rent controlled housing projects in Lexington, but all three have long waiting lists.

The largest complex is the Willow Springs Apartments,

located on Route 39 north of Lexington. The other two are the Lexington Mountain View Terrace Housing Project and the Lexington House Apartments, which is open to senior citizens and disabled people.

Welfare officials say that a housing allowance is built into welfare payments. The housing allowance is fixed for each community and should be sufficient to pay for good housing, said Betty J. McClure, director of the Rockbridge Area Social Service.

For instance, Mrs. McClure said the housing allowance is higher for Lexington than for Buena Vista, but the allowance in Richmond is higher than that

in Lexington.

Rent-controlled housing projects generally base the rents on 25 percent of the tenant's income and may deduct a utility (continued on page 23)

## Contact Debate Rescheduled

The sudden illness of former U.S. Sen. Eugene McCarthy caused the cancellation of the Contact debate Wednesday night between him and William Rusher.

The debate has been tentatively rescheduled for March 6, Contact member Tom Wall said.

McCarthy's secretary told Wall that the former senator was hospitalized with internal problems, possibly an intestinal

virus or appendicitis.

Wall said that Rusher was willing to reschedule and said that he had indicated that "both of us are fired up to do it."

The debate is sponsored by Contact, the student organization that brings nationally known speakers to W&L.

The topic for the debate is "Directions for the 80's" and will include discussion on subjects likely to affect the country in the next decade.

## Mull Buys R. E. Lee Hotel

by Joe Scott

Last Friday, Feb. 9, ownership of Lexington's Robert E. Lee Hotel was transferred to restaurant owner Clyde Mull for \$190,000.

The deed, registered in Rockbridge County Circuit Court at 2:45 p.m., gives possession of everything on the premises to Mull including all furniture.

The hotel complex at 30 S. Main Street was formerly owned by the Robert E. Lee Corp. which bought the hotel on December 15, 1961 for \$125,000.

The corporation paid that amount off in monthly installments of \$920. A remaining amount of \$11,299.69 not yet paid will be assumed by Mull as part of the sale.

The hotel complex consists of the hotel itself, a beauty parlor in the hotel run by Katherine Hostetter and three stores fronting Main Street which are Tilson Real Estate, Printers Ink, and an unoccupied space, formerly known as the Bamboo Garden Restaurant. The City Market, a small grocery store separate from the complex at 17 N. Randolph Street is also included.

(continued on page 22)



photo by Parker Roberts

## Phi Beta Kappa

The following students have been elected to membership in the Gamma of Virginia Chapter of Phi Beta Kappa:

Class of 1978:

Christmas, James Taylor  
Grimm, Kevin Thomas  
Kaplan, Philip Jeremy  
Mendel, Mark Edward  
Rush, Fred Leland, Jr.

Class of 1980:

Bauer, George Brian  
Fishcer, Kurt James  
Harpole, David Harold, Jr.  
Lowder, Carl Elmore, Jr.  
Matthai, William Henry, Jr.  
Williams, Franklin Eugene, Jr.

Class of 1979:

Ayres, Percy Davis, III  
Ballantyne, George Mitchell  
Bates, Robert William  
Carnal, Jean-Jacques Landers  
Gray, James Douglas  
Hamra, David Alan  
Helscher, Thomas Patrick  
Hudgins, Harry Graham  
Kuczynski, Edward Lester  
Lane, Douglas Bassett

Lutins, Jay Allan  
McGehee, Stephen Yarnall  
Meyer, William Robert  
Potter, Parker Benedict, Jr.  
Prysi, Mark Franklin  
Rogers, Robert Charles  
Scott, Norvell Otey, III  
Steele, Keith Eric  
Taylor, Reid deJarnette  
Webster, William Mendenhall, IV

# Dance Marathon Plans Set For March 23-24

by Dave Murray

If you haven't thought about registering for the First Annual W&L Muscular Dystrophy Dance Marathon, you'd better. You don't know what you'll be missing.

Entertainment Chairman Burr Datz has assembled—a wide range of musicians for the weekend of March 23-24. There will be something for everyone.

Leading off Friday night at 8 p.m. will be Jimmy Bishop and Turning Point. Following the soul band is Lucky Pierre's Blues Band.

Jay Blumberg, chairman of the event, says door prizes will be given away also (Jack Daniels and steak dinners).

Inside Evans Dining Hall there will be free beer and free food for dancers.

To dance, a person has to come up with \$30 in pledges. Couples are encouraged, says Blumberg, but there should be a large number of single people involved also.

Those wishing to watch can come in for a cover charge and drink 16 ounces of brew for 50 cents. Blumberg hopes this will offset some of the costs of the live entertainment.

When Lucky Pierre's Blues Band stops playing at 4 a.m. Saturday, there will be a rest period. Dancing will begin again at 6. From 8 to 10 Saturday morning WREL will be broadcasting live from Evans Dining Hall.

Datz, who gave a benefit Saturday night that raised over \$200 for MD and for the lacrosse team's trip to Florida, may join The Blue Grass Express for morning tunes.

Another highlight will be a free trip for two to Disney World. The winners will be the couple raising the most money.

According to Blumberg, pledges can be taken over the phone, which will make it easier for people to secure pledges. The signature of the sponsor is not necessary.

The person pledging agrees to pay a dancer a certain amount per hour. Dancers do not have



Jay Blumberg chairs meeting of the Muscular Dystrophy Dance-a-Thon committee this week.

photo by Frank Jones

to worry about collecting pledges either.

From 10 to 1 Saturday Big John Allen's Jungle Boogie will keep the dancers going. Students may remember Big John as a janitor at the freshman dorms in the past years.

Dancers only dance 45 minutes per hour. The remaining portion of the hour will be devoted to exhibitions like the wet-tee-shirt contest which will be held sometime during the 30-hour marathon.

Dodge d'Art from Charlottesville will play from 1-4 Saturday afternoon. According to Datz they play a lot of '60's rock-n-roll, covering Beatles and Animals tunes, among their repertoire.

From 4 to 6 p.m. The King and

I, featuring former W&L student Buzz King and drummer Daddy Rabbit, will play. Skip Castro from Charlottesville will crank out some more rock-n-roll from 6 to 10 Saturday night, and Union Pacific is tentatively set to play to the end of the marathon at 2 a.m. Sunday.

Those interested in dancing for Muscular Dystrophy can pick up an information packet at Carole Chappell's office in the Student Center. Registration forms and sponsorship forms are included.

A goal of \$5000 has been set. Blumberg says that he was told that 80 percent of the money raised will go to patient service.

The Marathon should be a memorable time for all involved in addition to being a very worthwhile charity.

## Willis Wins Soph. Elections

Robert A. Willis won the run-off election for sophomore class vice-president.

Willis was contending with Kevin Dwyer. Both were the

front runners in the elections held early last week.

Thursday's election resulted in 41 votes for Willis and 35 votes for Dwyer.

## 3 Students Arrested For Marijuana Possession

Three Washington and Lee sophomores were arrested Sunday, Feb. 11, at approximately 11:45 a.m. for possession of marijuana by the Lexington Police Department.

John Paul Ryan, 19, George Lee Echols, 20, and Nicholas John Brady, 20, all living at 108 Henry St., were charged with possession of marijuana. Ryan was also charged with driving under the influence.

Colbert said that Ryan was taken to the county's Sheriff's office to be given a breath test and that Brady and Echols along with two others were waiting in the office.

According to Colbert an exchange of a bag was made between the three men. Colbert then said he confiscated the bag from Echols.

Feb. 27 is the scheduled trial date for the misdemeanor charge.

## W&L To Host Potomac IRE Workshop

Washington and Lee University will host the Potomac Region Investigative Reporters and Editors Workshop this weekend, Feb. 16-18.

The conference is expected to bring some of the most talented and respected journalists in the country to the W&L campus, in addition to various government employees noted for their consistent dedication in uncovering government waste and mismanagement.

Syndicated columnist Jack Anderson, Morton Mintz of the Washington Post, Jim Polk of NBC, Bob Greene of Newsday, and Pam Zeckman of the Chicago Sun-Times, all Pulitzer-prize winners, will speak during the weekend-long conference.

Among the editors attending will be John Leard, executive editor of the Richmond Times-Dispatch and president of the Virginia Press Association, and Marvin Stone, editor of U.S. News and World Report.

Also speaking will be A. Ernest Fitzgerald, the Air Force cost analyst who illuminated cost overruns on the C-5A Galaxy jet transport of between \$1 and \$2 billion dollars in November 1968 and has been fighting to keep his job ever since.

Stan Sporkin, Chief of the Enforcement Division of the

Securities Exchange Commission, who spearheaded the federal investigations of former Carter Administration head of the Office of Management and Budget, Bert Lance, is slated to speak Sunday morning.

Sporkin was also responsible for bringing to light the international payoff scandals of Boeing, Lockheed, and other major U.S. corporations.

Clark Mollenhoff, W&L's Pulitzer-prize winning journalism professor who is organizing and coordinating the IRE conference, says that Sporkin "has done the most significant job of any investigator to insure the integrity of other investigations; he's an investigator's investigator."

Mollenhoff is responsible for bringing the eight Pulitzer-prize winning media heavyweights attending the conference to the W&L campus. Of the other investigative reporters and editors who will attend he said, "and those who don't have a Pulitzer should have one; the quality of their work is certainly of Pulitzer caliber."

Registration for the conference will be from 4-6 p.m. Friday in the Student Center.

Speeches and panel discussions will run almost continuously Saturday from 8:30 a.m. to 9:30 p.m.

The panel discussions will resume at 8:30 a.m. Sunday and will continue until brunch at noon.

Students interested in attending the IRE conference should contact Prof. Mollenhoff in room 207 of Reid Hall before 3:30 p.m. Friday.

## EC Law Elections Today

Neal Brickman and Bevin Alexander will compete in a run-off election today for the position of first-year law school representative to the Executive Committee.

Eliminated from the competition was Scott Rayson.

The winner will replace Jenelle Mims, who resigned two weeks ago, citing a heavy work load as the reason for her resignation.

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# Mock Convention fills positions

by Guy Stuart

The 1980 W&L Mock Convention Chairmen, Craig Cornett, Richard H. Schoenfeld, and Sidney S. Simmons announced during Monday's Executive Committee meeting that 59 positions had been filled for next year's Convention.

After interviewing 151 applicants over the last six weeks, 11 persons were named to the Steering Committee and 48 individuals were selected to occupy 37 state chairmanships.

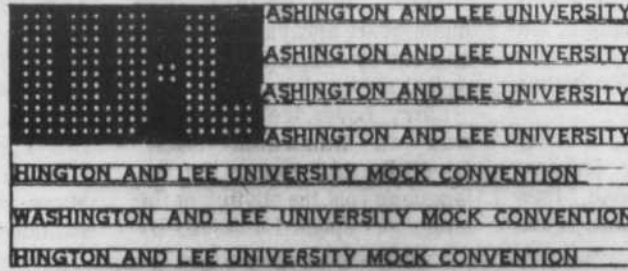
## Steering Committee Appointments

Appointed to the Steering Committee were: Eastern Regional Coordinator Mike Powell ('80); Southern Regional Coordinator Willie C. Hartness ('80); Midwestern Coordinator Kevin B. Dwyer ('81); and Western Coordinator Jean L. Baxter ('81 law). The Regional Coordinators are responsible for monitoring the research and political work performed in the states of their region.

Other Steering Committee Chairmen named were: Platform Director Edward H. Brown ('80 law), whose duty is to develop the Mock Convention Platform through research and polling of the student body; Goetz B. Eaton ('80), Facilities Director, who is to plan and provide for the physical arrangements of the Convention; Speakers Chairman Daniel E. Westbrook ('80 law), who will obtain speakers for this year, next year, and the Convention itself; Parade Chairman Donald E. Swagart ('80), who is responsible for the organization of the Mock Convention Parade; Media and Public Relations Directors Charles B. Strome ('80) and Guy T. Stuart ('80), who are to attract the mass media and the public to the Convention; and Journal Director Samuel A. Flax ('81 law), who publishes the Mock Convention Journal.

## State Chairmen

The State Chairmen are responsible for the political research in their respective states, recruiting a delegation,



## Washington and Lee University 1980 MOCK REPUBLICAN CONVENTION

building a float, raising money, and choosing other delegation officers. Named as State Chairmen are:

Alabama: Robert L. Walter ('80)

Arizona: Edward I. Curry ('80)

Arkansas: Adrian Williamson ('80)

California: Timothy A. Brooks ('80) and Thomas R. Salley ('80)

Colorado: Douglas C. Dorsey ('80)

Delaware: Charles L. Scott ('82)

Florida: Thomas R. Wall ('80)

Georgia: W. Powell Jones ('81) and Stewart Atkinson ('80)

Hawaii: Millard N. Radford ('80)

Illinois: Robert L. Brooke ('81)

Indiana: William J. Roberts ('81)

Iowa: John Fox ('81) and Herbert Smith ('80)

Kentucky: Kevin M. McGuire ('81)

Louisiana: David B. Favrot ('82)

Maryland: Arthur P. Caltrider ('80)

Massachusetts: Franklin H. White ('82)

Michigan: Kevin McCusty ('80) and Guy Brossy ('80)

Minnesota: Tom Lisk ('80)

Mississippi: Murry G. McClintock ('80)

Missouri: William A. Ridge ('80)

Montana: Benjamin F. Jarratt ('82)

Nebraska: Clark L. Perryman ('80)

New Hampshire: Douglas Pinotti ('80)

New Mexico: James D. Brockelman ('82) and Bruce S. Honig ('82)

New York: Joseph C. Letosky ('80) and Richard G. Bird ('80)

North Carolina: John W. McAlister ('80) and Sidney D.F. Farrar ('80)

Ohio: John T. Woods ('80) and Biff Martin ('80)

Oklahoma: Benjamin J. Butts ('80)

Oregon: Gilbert H. Pearsall ('80)

Pennsylvania: Carl W. Miller ('80)

South Carolina: Leslie A. Cotter ('80)

Tennessee: H. Frederick Moore ('80) and J. Clay Crumbliss ('80)

Texas: John B. Northington ('81) and J. Kelly Ryan ('80)

Vermont: W. Andrew Clayton ('82) and John D. Harris ('82)

Virginia: James S. McNider ('81 law)

Washington: Robert W. Henry ('82)

Wyoming: William E. Brown ('80)

There remain chairmanships available for 13 states, the District of Columbia, and the Territories. These vacancies will be filled next fall.

In a letter written to all applicants on February 9, 1978, the Convention Chairmen stressed that many positions are still available for the 1980 Convention and encouraged those not chosen to maintain a "strong interest" in the proceedings. Beginning after the Winter Break, Steering Committee Chairmen will recruit members to fill the voids on their committees, and State Chairmen will select delegates for their respective states.

At 7 p.m. tonight, the Mock Convention will hold a beer night at the College Inn. The party is open to all W&L students and anyone interested in the Mock Convention should attend.

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Fri., Feb. 16  
Re-opens Sunday Dinner,  
Feb. 25, 5:30

Cockpit

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Re-open Sunday, Feb. 25,  
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# Brown's Taming kills Shakespeare's spirit

by Parker Potter

As my high school English teacher Sara Pfaff used to say, "All great books were written this morning." Indeed, a great work of literature wears its age well; its central issues should seem as vital today as they did the day it was written.

Many directors have attempted to ensure that their rendition of Shakespeare has that "written this morning" feel by dressing a play up to fit the times. While this technique can be successful, it is a way fraught with pitfalls (witness last year's mutilation of *As You Like It* at the hands of the National Shakespeare Co any).

Often the best modernization is a radical retooling of a story a la *Romeo and Juliet* a.k.a. *West Side Story*. Realize, as well, that many of Shakespeare's own plays were reworkings of older stories...

En tout cas the matter at hand is Hunt Brown's senior thesis production of *Taming of the Shrew*. I am afraid that Brown's noble attempt to bring Shakespeare to Washington and Lee must be counted as another sacrifice (if well intended) to the Great God Modern Dress.

Where Brown's *Taming* is perhaps vitalized by modern garb and some almost inspired low humor, it fails to tap the real comic vein in Shakespeare, the language of the play. It is a rare character in Brown's *Taming* who feels at ease with the words of Shakespeare on his lips.

The central problem with the production was telegraphed by the initial dialogue between Lucentio (Doug Veasy) and Tranio (J. Mark Turner). Each managed to get too carried away with the flow of the lines to pay any attention to individual words or phrases.

A pleasant change of pace was Bill Rough's Baptista. Rough was at ease enough speaking Shakespeare's lines to actually interpret and not recite them. Further, his ease with the language allowed him to integrate thought, word and gesture. The result was the type of supple, vital performance that Shakespeare deserves even after 350 years.

Both Maria Soltus and Pepper Tharp as Baptista's daughters Kate and Bianca score partial successes. Miss Tharp seasons Bianca's sweetness at the beginning, with enough in-

sincerity that her emergence as the real shrew at the end is believable. As are many of her fellow actors, though, Tharp is buffaloed by the Elizabethan diction.

Maria Soltus' Kate is in many ways a delight. Her physical sense of the shrewish, then spirited, but tame Kate is ex-

traordinary. Her eyes always sparkle, the gestures and nuances are always on target. If only she could speak the lines as well as she can look them.

Larry Loveridge's Hortensio was an admirable effort. Loveridge like Rough, let the language (not the rhythm of the language) speak for itself. By

letting the language be master, Loveridge seemed in control of what he was saying. (Let us not forget that Shakespeare is the genius in question here...)

In attempting to age himself, Bill Fishback played a well-nigh unintelligible Gremio. Many of his speeches were swallowed up by the voice he af-

fectured to portray his age.

Stan Nolan's difficulties as Petruchio are emblematic of those so endemic to the whole production. For all his vigor, Nolan wasn't able to make his own the language of Shakespeare. Especially aggravating were those instances where his enunciation became exaggeratedly crisp for no understandable reason.

Among the assorted domestics and flunkies (most of whom seemed to have been played by Nick Martin and Louis McCarter), Nick Dubrowski as Grumio stood out. Dubrowski was one of the lucky few in the play who felt at ease enough to develop an entire character. His combination of clowning and cutting insight embody the Elizabethan knowing fool.

As far as McCarter and Martin go, their weaknesses and/or excesses describe well the essential dilemma of the play. Whatever he played, McCarter carried on in a too similar rollicking swish. Martin, though sincere as he always seemed, just didn't project.

The play was funny enough in places, in a frantic way. The mob scene of footmen at Petruchio's house or McCarter's swish or a bit of Fishback's often tiresome

(continued on page 6)



Kate Petruchio and Baptista, among others, prepare for the highly visual banquet scene which mitigates, in small part, the disappointment of *Taming of the Shrew*. photo by David Favrot

## Entertainment

### King of the Gypsies: An exotic dog

by Dick Barron

Instead of giving us a unique insight into the world of the nomadic tribes of gypsies, as one might expect, *King of the Gypsies* shows us somebody's poverty stricken version of *The Godfather*.

The elements of a great story — power struggles between families, marriage partners chosen for children by opportunist parents, and renegade offspring, ready to leave tradition behind—are there in abundance. Al Pacino made a name for himself in the hugely successful and beautifully rendered *Godfather* series as the young man who didn't need the trappings of a family power—who wanted to make his own way in life, free of archaic customs and the conflicts involved.

But like Eric Roberts in *Gyp-*

sies Pacino was unable to escape the grip of the family. The films of the *Godfather* series were at once heavy and crisp, morose and triumphant. This was due, in large measure, to their superbly talented supporting casts and director Francis Ford Coppola's ability to mold everything into powerful art.

We're not so lucky with *King of the Gypsies*, a film of high aspirations which falls flat. A dancing gypsy opens the film and prances through various transition scenes, but he proves

to be only a hollow reminder that the director was never really able to fit random scenes together.

Much like an old gypsy Cadillac, the film moves in fits and starts from the New Jersey flatlands in the 1940's to New York City in the seventies, never building, just side-stepping itself.

The supporting cast, headed by Judd Hirsch as an overbearing failure of a father, is ponderous at best. All of the characters, including Shelly Winters as the Gypsy Queen,

and Susan Sarandon as Eric Roberts' unacceptably youthful mother, seem to be rehearsing their lines in anticipation of better future performances.

Okay, the newcomer, Eric Roberts is impressive. His screen impact — the ability to grab the viewer's attention — is strong, and if anybody saves the film, he could do it. But nobody can win when his own side seems to be working against him.

One satisfactory step in the right direction comes when

(continued on page 6)

### Musical Mainstream

by Mark Mainwaring and Robin Meredith

The Who's Peter Townsend is currently working as musical director for a stage version of *Tommy*, now playing in London's West End. Townsend had been asked over to see the show during rehearsal, and was impressed enough to get personally involved.

After he finishes his next LP, Bob Dylan will be issuing records on his own CBS-distributed custom label, Ac-complice Records... Elvis Costello just finished a highly successful British tour with a sold-out performance at the Hammersmith Palais in London. Joining Costello for his encores were Martin Belmont of the Rumour and Rockpile's Dave Edmunds.

Meanwhile, opener Carl Perkins is no longer on the

tour.... The Kinks have just completed their first UK tour in three years, and are heading this way for a series of U.S. college dates (are you listening, SAB?).

A live LP may be recorded on the tour... And finally, the

Nighthawks were given the ultimate compliment the other night at soul-oriented W & L. Said one fuzzy-eyed Cockpit patron, "They're the greatest live band I've ever seen... and that INCLUDES Earth, Wind, and Fire.

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if they survive... will we?

# McGehee's prints knock 'em dead

by Walton Clark

Graphic prints by Turner McGehee opened last Friday to a well attended reception and to the delight of the Washington and Lee Art community. This show is quite unusual in that only infrequently does a recent graduate receive the honor of a showing in duPont Gallery. Mr. Ju of the Art Department explained this event by saying that it is rare that a student is willing to devote the time and dedication to mastering an art as Turner has.

The show consists mainly of silkscreen prints made in the last 2 and a half years with some recent etchings and lithographs. Many of his pieces feature scenes from the W&L and VMI area while his newer pieces focus on images and objects not geographically confined.

His silkscreens will be a welcome relief to anyone who has attended many recent

silkscreen shows because the vast majority of his works are either handcut stencils or handcuts combined with resists, as opposed to the photo stencils from artists such as Andy Warhol which are presently dominating the field. Resists consist of making a stencil on the silk with a brush or other means allowing the artist to create a rough and free or textured effect. This can be clearly seen in either "Seedless" or "Night Sky", in Turner's show.

Being a printer myself I am particularly impressed by the variety of techniques Turner employs and the skill with which they are applied. His color selection and application is far above the average undergraduate level and should be considered one of his strong points. He succeeds in blending pastel colors to produce a very harmonic effect while at the same time allowing them to create the boldness which is so

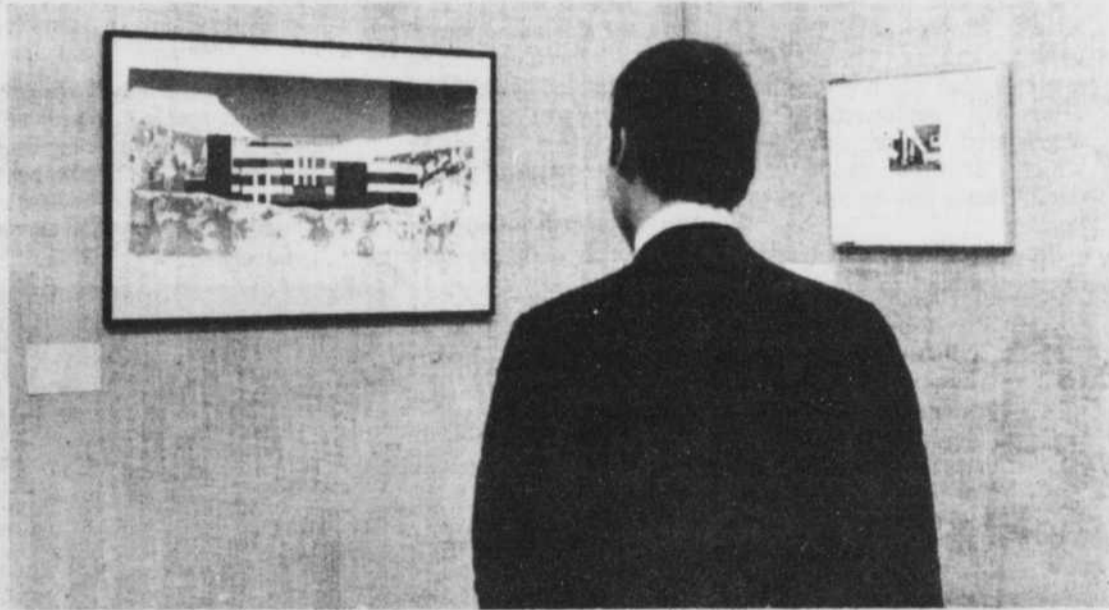
characteristic of the medium.

The hit of the show in my opinion is a recent series called "Insect Fear" I through V. The first three are silkscreen prints featuring a triangular design with different color schemes and are an excellent example in

color rainbowing. The fourth is an etched plate originally intended for etchings. The last, "Insect Fear V" is a hand-colored lithograph with a circular design with the infamous insects moving towards the center which is occupied by a

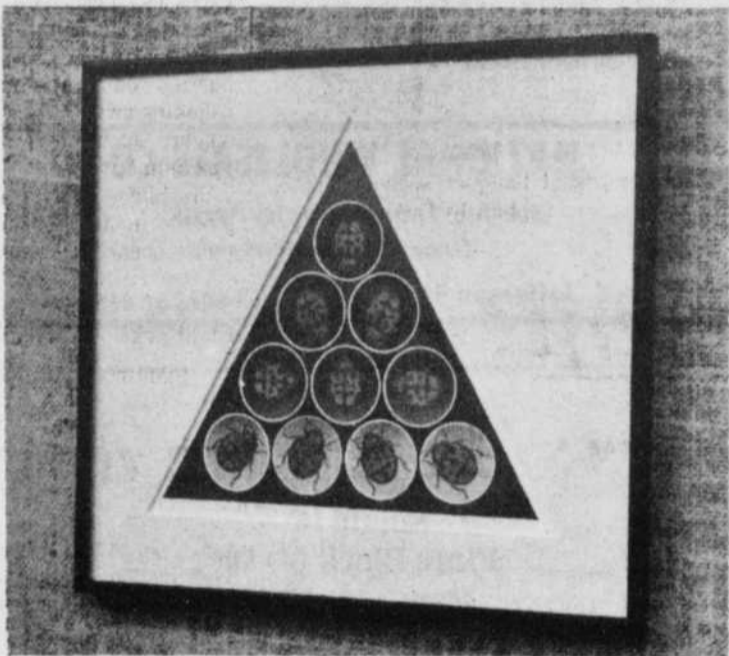
geometric design.

The show will run through March 2 and the Gallery is open to the public from 9 to 4 p.m. weekdays. While duPont is a long way out of some peoples paths, a trip there is well worth the trouble.



Turner McGehee's Lewis Hall in snow.

photo by Parker Roberts



A part of McGehee's Insect Fear series, this is Insect Fear II.

photo by Parker Roberts

## SAB needs workers

The Student Activities Board is in need of people to work at Fancy Dress Ball.

People are needed to hang coats, work security or show movies. Pay for this evening's work is \$15.

Individuals wishing to work are asked to sign up in the SAB office in the Student Center.

## Eye And Ear: From The Bookstore

Eugene McCarthy's scheduled visit to W&L this week brought back vivid memories of the turbulent Vietnam War years when students across the country plunged into political activism.

And at Washington and Lee:

Silent vigils in front of the dining hall at lunch hour...Petitions, protest posters and banners everywhere...large contingents off to Washington for the huge mass demonstrations...a dozen W&L students training as Marshalls there...Cambodia and Kent State brining eruptions across the nation...coming to work in the Bookstore at 8:30 a.m. to see a couple of hundred students meeting on the grass in front of Lee Chapel...Rumors of plans to blow up buildings, especially the ROTC...Student protestors wrapped in blankets against the early morning chill patrolling the campus all night to protect the buildings...Large mass meetings in the Cockpit long into the night...the quiet poise of student body president, Swede Henberg, who

got no sleep for several days...the bright beauty of the spring days contrasting with the electric tension of antagonism towards the faculty and administration who held to the determination not to close the University...My personal statement — over and over — "don't oppose violence with violence"...the growing feeling that, in fighting the administration here, the students were beginning to forget about Cambodia and Kent State...the compromise whereby students were allowed to take "incompletes" in their courses, only to discover the next fall how hard it was to make up the credits...the demonstration in Court House Square against the mining of Haiphong Harbor, marching through town to the back campus, past Lee Chapel where the president of General Motors Corp. was speaking...There was an excitement and vitality (their very lives were at stake) which, however chaotic and confused it was, still lingers in memory with a poignant flavor.

Betty Munger

### Students directors present:

## One-act "works in progress"

by R.B. Ramirez

This Thursday and Friday evenings, in the Boiler Room Theatre, the University Theatre will produce two "works-in-progress," Dirty Linen by Tom Stoppard, and The Ghost Sonata by J.A. Strindberg. These plays, both somewhat longer than one-act in length, are being presented as projects in the directing class. Rich Allen and David Sorrells will direct.

Dirty Linen, a recent offering from the man who brought us The Real Inspector Hound, Rosencrantz and Guildenstern, and, more recently, Travesties, is a satirical portrait of hypocrisy, moral perversion and corruption in high places. The plot, which concerns (if I remember correctly) a group of MPs meeting in the clock tower at the House of Parliament (chez Big Ben), is full of Stoppard's sophisticated humor. We are confronted with a set of

parliamentary reprobates, all intent on putting the finger on their colleagues and avoiding it themselves. Only one seems to be above reproach, and, as we might have suspected, in the end he turns out to be the most reprehensible — or — let's be charitable — the most human of all.

The Strindberg play, Ghost Sonata, deals also with the theme of facades, but here the tone is thoughtful and serious. Ghost Sonata, an expressionistic drama in three scenes, comes from the last period of Strindberg's life, 1907.

at a time when the author was breaking away from his "middle" period of naturalistic writing, to the role of an advance man for the expressionistic movement. Without giving away the plot, we could say that the play treats the disturbing paradox of truth and falsehood: which is more destructive? The play really is a sort of sonata, for it is written in three scenes, an accumulation of differing states of mind in a day in the life of a student (played by Kurt Kammerer) who falls in love with a fragile

(continued on page 6)

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# A Taming too tame

# Weekly Calendar

(continued from page 4)  
 Gremio were sufficient to provoke laughter, but not enough to sustain comedy.

## Word play lost

The true comic aspects of the play, Shakespeare's sparkling wordplay and the manner of Kate's taming lost. Taming calls for laughter, but the real laughter, that which is recalled after the performance, is engendered by a reflection which Brown's production doesn't know how to ask us to do.

Brown's choice of modern

dress may be at the base of the play's inability to communicate on that deeper level. To attempt to modernize the play is to bring yet another pressure to an already difficult project. Had the play been allowed to wear caps, doublets and silk stockings, perhaps the players could have, through immersion in the play itself, been inspired rather than befuddled by the language of Shakespeare.

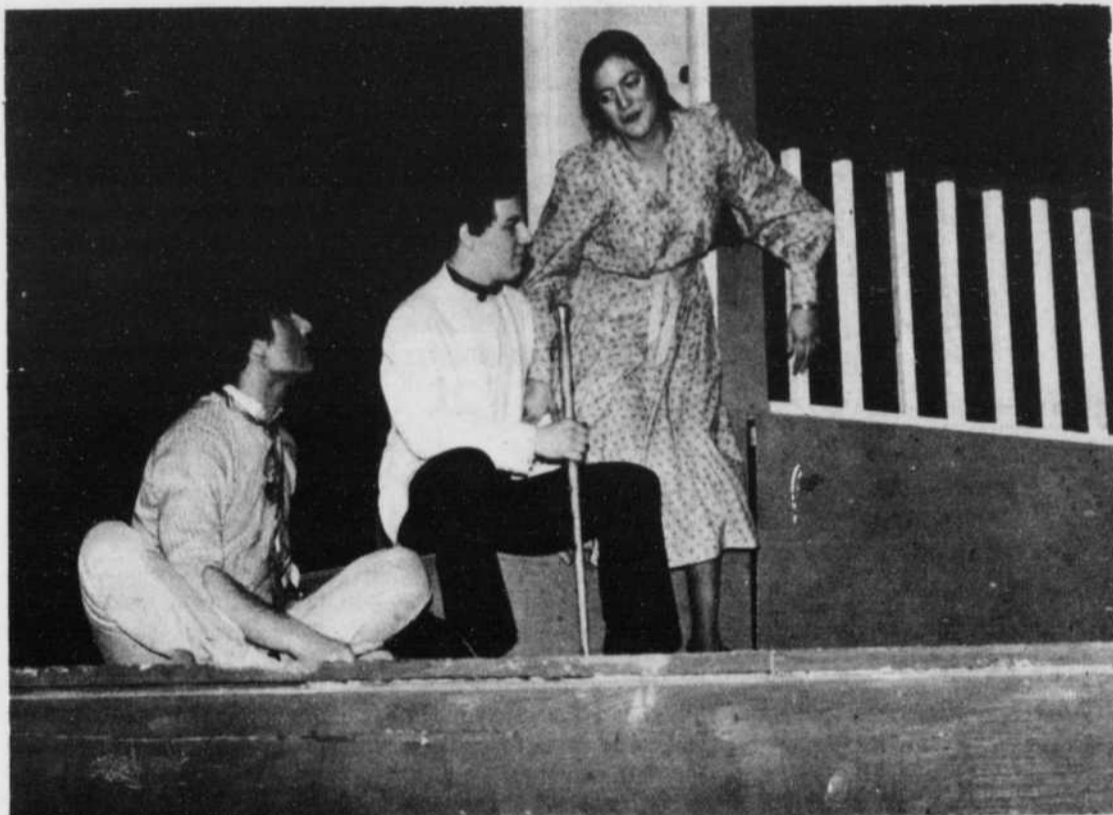
## No easy task

Let it be known that Brown's was no easy task. Any director

and cast have their hands full with Shakespeare. And there were bright spots. Kate was ever a joy to watch and Grumio hit the magic balance so necessary for comic relief. The visual effect of the final banquet scene was magnificent.

## Wish for wit

Yet, one can only wish that a few more people involved in the project could have let the beauty and wit of Shakespeare saturate then rather than stick to the outside, only long enough to be recited.



Nick Dubrowski, Stan Nolan, and Maria Soltus appear in a scene from Hunt Brown's *Taming* as Grumio, Petruchio, and Kate.

photo by David Favrot

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## One-acts

(continued from page 5)

and beautiful girl (Laura Tilley).

In the end, the girl dies, and the audience is left to ponder, as much as the young man, the strangeness of a universe which so equitably punishes extremes both of falsehood and of truth. *The Ghost Sonata* is, Sorrells concedes, a difficult play, both to see and to direct: in fact, this difficulty had a great deal to do with his decision to do the play. "I wanted to make people think; that's what I'm after. It's a learning experience, that's all it's meant to be. It certainly has been for me."

The two plays will be performed this Thursday and Friday only, in the Boiler Room Theatre, at 8:30 in the evenings. No reservations are necessary, and the admission is free. All are invited to an evening of stimulating and worthwhile theatre.

## Gypsies

(continued from page 4)

Eric Roberts blows his father out a window and into oblivion with his 20 gauge shotgun. The father deserves what he gets, but this doesn't redeem the film, it simply kills time until, mercifully, the credits roll and the lights go up.

### THURSDAY, FEBRUARY 15

5 p.m. — Physics Seminar: Modern Theories of the Nuclear Force. Franze Gross, professor of physics at The College of William and Mary, lecturer. Parmlly 201; preceded by tea at 4:30  
 8 p.m. — Wrestling: Generals vs. James Madison. Warner Center.

### FRIDAY, FEBRUARY 16

5:05 p.m. — Washington Holiday begins.

### SATURDAY, FEBRUARY 17

Away Athletic Events: Swimming — Generals vs. UNC-Wilmington. Basketball — Generals vs. Maryville.

### MONDAY, FEBRUARY 19

Washington's Birthday  
 noon — Deadline for faculty members to submit freshman mid-term grade reports to the Registrar's Office.  
 8 p.m. — Lecture: The Role of the Attorney General. Herbert Brownell, former U.S. Attorney General during the Eisenhower Administration, lecturer. Sponsored by the Law School Visiting Lecturer Series. Lewis Hall, classroom A. The public is invited to attend.  
 Away Athletic Events: Basketball — Generals vs. Ogelthorpe.

### TUESDAY, FEBRUARY 20

Away Athletic Events: Wrestling — ODAC championships.

### SATURDAY, FEBRUARY 24

Away Athletic Events: Swimming — State championships. Basketball — ODAC tournament. Wrestling — NCAA Eastern qualifying tournament.

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# Student Housing Supplement

The Ring-tum Phi, Feb. 15, 1979

This section is a supplement to the Ring-tum Phi, Washington and Lee University's student newspaper, Feb. 15, 1979, Lexington, Virginia.



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  - 5 GYMNASIUM
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  - 7 PRESIDENT'S HOUSE

- VIRGINIA MILITARY INSTITUTE
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*Sample Lease ...pp. S-6 and S-7*

*Enforcing Lexington's Housing Standards...p. S-11.*

*How To Take Your Landlord To Court And Win...p. S-12.*

*All You Ever Needed to Know About Leases...p. S-5.*



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# Tenants

by David Greer

Unless you are a very dedicated hunter, you probably won't like killing rats in your kitchen.

Unless you are training in your spare time to be a painter, you probably won't like having to repaint the house you are renting, using your own money.

And unless you are used to living in an igloo, you probably won't like having no heat in your bathrooms or kitchen.

Seldon Clarke and his two roommates, all Washington and Lee students, don't like it either.

Clarke has lived in the house he presently rents for two school years now and the landlady has not put any money into the care of the house.

The main problems are with heat and water, Clarke said.

"Right now are pipes are frozen," said Clarke. "When we informed the landlady, she said that we're supposed to have a warming trend soon."

The pipes have been frozen since Saturday, and so the residents only get water from one tap — and that's cold water.

Clarke said that they also have an underground water leak. Last month's water bill was \$75, and the city water department says that this month's bill is already over \$100. A man from the city could tell that there was a leak without even using a flow meter.

Although the landlady was told about the problem two weeks ago, no plumber has shown up to fix the leak. The landlady said that she would reimburse the renters for the water that has leaked out.

"The house is in a nice neighborhood," said Clarke. "But it's a dump sitting there like a sore thumb."

There are gas space heaters in each of the bedrooms, but they have no thermostats. The heater in the living room does have a thermostat, Clarke said.

"If the heater is off and you want to turn it on, all you do is stomp on the floor. That turns on the thermostat," he said.

All of the faucets leak, he said, and the toilets have run constantly since the beginning of the year.

They have killed two rats in the kitchen, Clarke said, and they also have problems with the mice.

The oven in the kitchen has never worked.

The rooms sag, and Clarke says he can see sags in the foundation.

The paint is peeling in the kitchen, and four ceiling tiles have fallen after being soaked by a leak from upstairs.

The three tenants pay \$175 a month rent and about \$50 a month for gas. The water bill for this month could be over \$150.

Clarke said that he would definitely not live there next year and would not recommend the place to anybody.

When asked about any recourse a student could take or what to look for in a lease, Clarke said, "What can you do? They've got you over a barrel."





# Landlords

by Randy Smith

Landlords have problems too.

To begin with, they are not all mean and greedy or just out to make a buck as quickly as possible.

If a landlord seems a little callous at times, it may be because he had a bad experience with a student tenant sometime in the past.

What about the student living in an apartment in the basement of his landlord's home who was prompt to pay his rent, but skipped town without paying for his electricity, water or gas during his last three months in the apartment, forcing the landlord to foot the bill?

What about the students who let the drain clog and water run over the rim of the shower upstairs—not a lot of water, but enough to soak through the ceiling and into the landlord's apartment below after seven or eight months?

What about the "nice, quiet student who never caused any problems," except that he liked greasy carry-out fried chicken and was nice enough to leave behind a paper bag full of bones in the middle of the landlord's newly installed carpet, creating a nice, big grease stain when he was gone?

Undergraduates searching for housing in town may run into a landlord who rents only to law students. He refuses to rent to undergraduates.

His admanance is usually the result of an unpleasant experience he had with an undergraduate tenant years ago, but the unpleasant memory of the student's loud parties and penchant for destructive behavior linger long after the student is gone.

One landlady got very upset this year when she found out that her student tenants had not one but three dogs on her property, even though the lease specified no pets.

She might have survived the "no pet" lease violation if one of the tenants hadn't cursed her and told her what a "dump" her house was.

As the story goes, the student challenged her to throw them out. So she did.

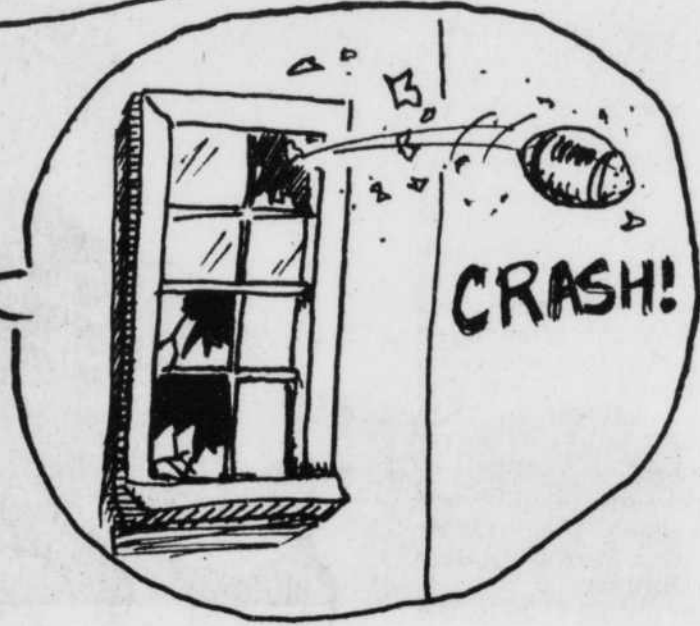
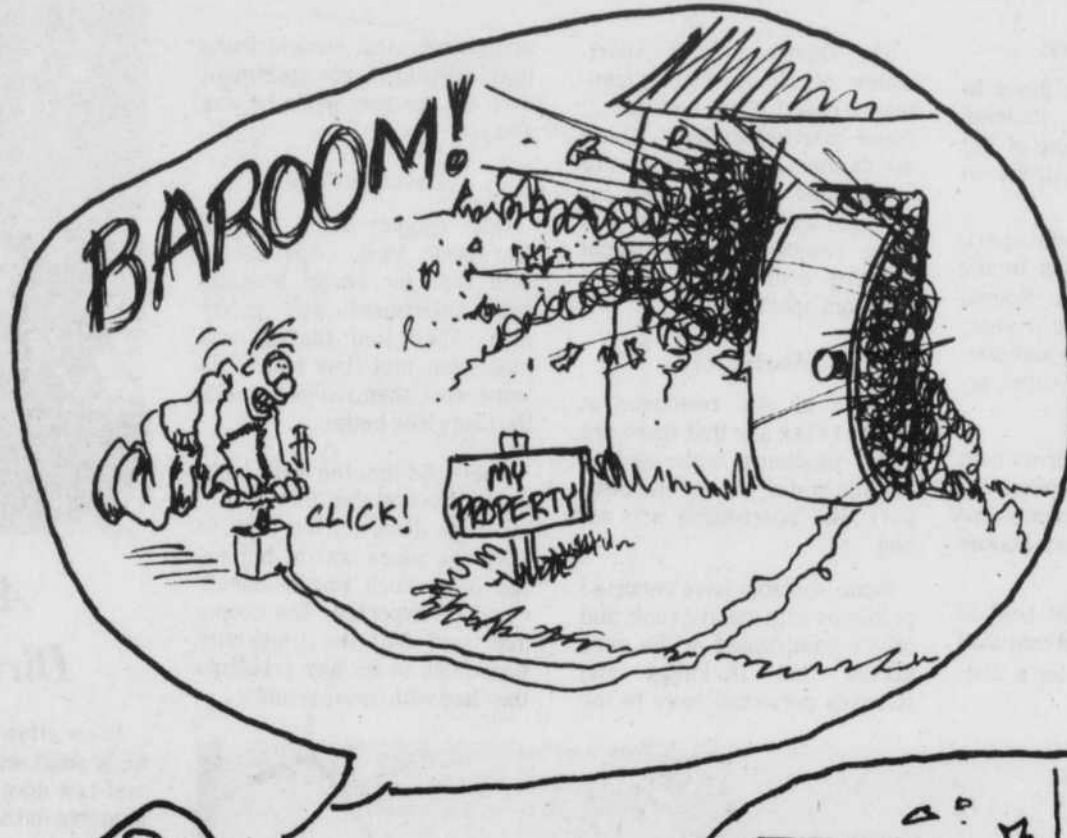
Other headaches for the landlord might be:

—the squirrels in the attic who are building a nest in the chimney that his tenants have not told him about because, well, it isn't their house and they weren't planning to live there next year.

—too much paper in the toilet upstairs so that it clogs and backs up all over the bathroom and seeps into the floor.

—tenants who leave food out, attracting roaches, but not telling the owner about the problem until the pests have begun to take over the house—possibly never to be completely exterminated.

—the short circuit in the faulty electrical wiring that the students learn to live with until it sparks into a small fire and the landlord loses his house and his tenants.



# Everything You Ever Wanted to Know About the University's Student Housing Services

## University Owned Housing

by David Greer

While looking for a place to live in Lexington, students might want to try some of the University-owned facilities in town.

The University rents apartments for 178 students in the Woods Creek complex. Rooms cost from \$625 to \$950 a year, with options on single and double occupancy and suite arrangements.

Baker and Davis dorms hold 37 and 45 students respectively for \$575 a year. All rooms are single, and Baker dorm houses only law students.

The two Lee Houses hold 33 students together, and cost \$525 for a single and \$425 for a double.

The Davidson Park Apartments, off Nelson Street, commonly called "The Barracks," house married students. There are 23 units available (two are condemned and are used for storage) and cost \$100 a month for a two-bedroom apartment and \$105 a month for a three-bedroom apartment.

### Woods Creek

Some of the residents at Woods Creek say that there are often problems with heating and hot water, but for the most part, the apartments are not bad.

Some students have reported problems with leaking roofs and others complained of the easy access that Buildings and Grounds personnel have to the

apartments. One student found people living in his apartment over the summer while he was away.

### Davidson Park

One couple living in the Davidson Park Apartments said that for cheap housing, their apartment was pretty nice. They said that it was large, but that they had to do some work themselves to make the place look better.

They said that the walls were fairly thin and that they had to put rugs down on the floor to keep the place warm, but for the price such improvements could be expected. The couple also said that the University was quick to fix any problems they had with the apartment.



## An Interview With the Director of Univ. Services

In an effort to determine exactly what services Washington and Lee does provide to assist students in their search for off-campus housing, the Ring-tum Phi interviewed William N. Mohler, director of University Services, the administrative office which handles student housing.

**Question:** Does the University maintain a current listing of housing in the area available for students?

**Mohler:** It is very difficult to keep a list of that nature current. We do it as often as we can justify doing it.

**Q:** How often would you say that is?

**Mohler:** I doubt if I could give an accurate statement on that. (The listings made available by University Services) could have been drawn up sometime back, but it could have been modified as late as yesterday or the day before.

I see where a portion of this (list) was drawn up on April 5, 1977; that's a while back. But this is our compiled list. This is all we have. This is what we offer students.

**Q:** What aid does University Services provide to students looking for housing? We're talking about approximately 60 percent of the W&L student body that must look for housing. Is this list, part of which is almost

two years old, all you have to offer?

**Mohler:** That's all we provide.

**Q:** Why doesn't the University do more to provide housing information?

**Mohler:** Maybe we should be doing more. I don't deny that.

**Q:** Will University Services do more in the future to help students find housing? And if so, just what will be done?

**Mohler:** I have no idea what will be done. We manage as best we can.

**Q:** What role do you think the University should play in assisting students find housing?

**Mohler:** I suppose to be more thorough and more formal along the lines and routine what we're doing at the moment.

**Q:** Do you mean keep a current list?

**Mohler:** Well, that's hard to maintain and keep current. We like to think that (the University Services housing list) is reasonably current. Apparently, students get a great deal of help from that. And that's about all we've been able to do to really help in these areas...

I have unassigned rooms at Woods Creek right now. I have unassigned rooms at the Lee House.

**Q:** If that's true, then why does the University have to rent (see Mohler page S-12)



## Comparison of the Housing Services Provided by Various Universities

	University of North Carolina at Chapel Hill	Auburn	Virginia Tech	University of Virginia	Washington and Lee
1. University provides current listings of available apartments.	yes	yes	yes	yes	no
2. University offers a current listing of available privately owned facilities.	yes	yes	yes	yes	no
3. Has formal filing procedure for students seeking roommates.	yes	yes	yes	yes	no
4. A referral service in the event of complaints.	yes	yes	yes	yes	no
5. A phone is available to be used to call any of the local landlords.	yes	yes	yes	yes	yes
6. Maps of the local community.	yes	yes	yes	yes	yes
7. A bulletin board in the housing office is available to list accommodations, needs, miscellaneous items for sale and carpools.	yes	yes	yes	yes	no
8. Furniture rental information is available.	yes	yes	yes	yes	no

Although it might be unfair to compare Washington and Lee with larger schools, our university housing services do seem to trail behind those at other institutions.

Our University Services office does offer a listing of available accommodations, but they are far from current.

The office also does not really have a telephone for students. The only accessible phone is in the lobby of Washington Hall.

Finally, University Services lacks a list of rental furniture stores. However, the official word is to "check Buena Vista or Roanoke."



# Understanding a Lease and What It Covers

by Bob Shurack

A lease, strictly speaking, is not a contract, but is a conveyance of an interest in land, like a deed.

To illustrate this point, look at the sample lease that is printed on page ---. If that lease ended at line 12, it would be purely a conveyance of real estate, with no contractual element at all. And, as such, it would be a perfectly valid lease.

According to the law of real property, the tenant would be legally entitled to possession of the leased premises for the stated term, (although the landlord would be under no duty to put the tenant in actual possession by ousting persons wrongfully occupying the premises), and the landlord would have the right to the payment of the full amount of the rent at the end of the term.

Other than the duty not to evict the tenant or disturb his quiet enjoyment of the premises, the landlord would have no further obligation to the tenant.

If the apartment was in such poor condition as to be uninhabitable, that would be no concern of the landlord. The tenant would still be obligated to pay the rent.

This is not surprising if one realizes the nature of a lease as a conveyance.

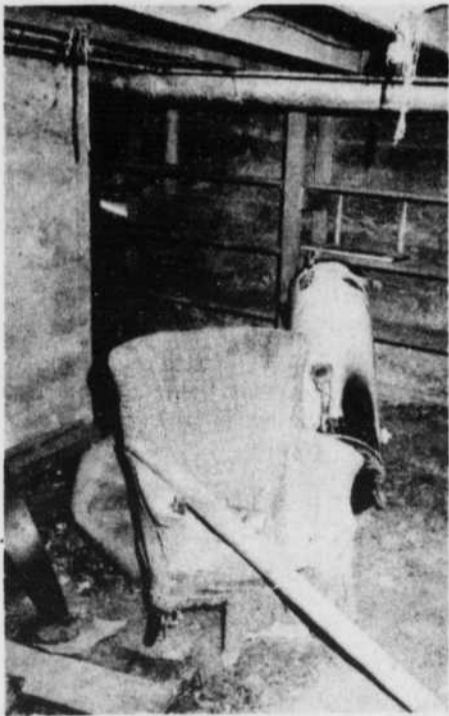
The tenant becomes the temporary owner of the demised premises for the duration of the term of the lease — he owns a leasehold — and only he can be liable for the condition and maintenance of his own property.

Just as one selling a house or a farm is not responsible to the buyer for its bad condition at the time of purchase or its upkeep afterwards, the landlord, as a seller of a leasehold, has no responsibility for the condition or maintenance of the property.

By the year 1500, all of this was pretty clear.

By that time, the tenant's interest had been elevated to that of an interest in land — an estate in land — real estate, if you will.

Landlords and tenants began to insert in their leases special promises called covenants. These covenants imposed duties upon the parties that made them.



In the sample lease, all of the numbered paragraphs are covenants. These are the contractual provisions of the lease. If a party broke his promise or covenant, the other party could sue him for breach of covenant.

But even though one of the parties was breaching his covenants, that did not relieve the other party from his duty to abide by his own covenants.

Thus, if the landlord covenanted to repair the roof when it leaked, and the tenant covenanted to pay \$100 a year rent, if the landlord did not repair the roof, the tenant was still bound to perform his cove-

nant to pay rent. But, of course, the tenant could still sue the landlord for breach of his covenant.

In 1500, that was good contract law.

By about 1600, however, the law of contracts had developed the concept of the mutual dependence of material promises. In other words, if Smith agreed to paint Jones' house for \$100, and Smith did not paint the house, Jones did not have to pay the \$100.

Unfortunately, this development came too late to be adopted into the real property law governing the landlord and tenant relationship, which had been settled one hundred years earlier. To this day, lease covenants remain independent, unless their dependency is expressly provided for.



By the use of lease covenants, (contractual provisions in a lease), the landlord and tenant may establish duties in addition to or, with respect to the tenant, in variance of those very few duties that property law will otherwise imply in every lease.

Property law holds that it is the duty of the landlord to give the tenant the legal right to possession and not to evict him or disturb his quiet enjoyment of the property.

These minimal obligations of the landlord are fundamental to the granting of a leasehold, and cannot be abrogated or lessened by express covenant in the lease.

But the landlord may, by express covenant, take on additional duties to the tenant.

Property law holds that it is the duty of the tenant to pay rent and not to commit waste upon the leased property. The tenant's duty not to commit waste means that he must maintain the property in as good condition or better as it was at the time that the tenant became legally entitled to possession, ordinary wear and tear excepted.

Not only must the tenant refrain from committing affirmative acts of waste, such as ripping up the garden or defacing the walls, but it is his obligation to make repairs if necessary to prevent consequential damage.

Thus, if the roof begins to leak, though from no fault of the tenant, the tenant must repair it anyway, at his expense, if to allow the roof to leak would cause damage to other parts of the house.

This duty to repair, implicit in the tenant's duty not to commit permissive waste, may be varied by express covenant. In fact, the duty to repair may be wholly shifted to the landlord.

In modern urban and suburban living, it is necessary to prescribe many duties respecting the repair, upkeep and general livability of dwellings. By means of lease covenants, these necessary duties may be fairly apportioned between the landlord and the tenant.

The sample lease on page --- provides, in the case of the letting of an apartment, a fair and reasonable apportionment of these duties between the parties.

It should be noted that a written lease is

not necessary to create the landlord-tenant relationship.

An oral lease for a term not exceeding one year is valid and enforceable.

For example, if it was understood between you and your landlord that you were to rent your apartment for the school year, he could not force you to leave at any time before the year was up, even though there was no written lease.

The landlord may claim, however, that the lease was not for a one-year term, but was on a monthly basis (technically known as a month-to-month tenancy). If such were the case, the landlord could evict the tenant upon one month's notice.

But if the landlord brings a law suit against the tenant for ejection, the tenant may prove the term of the lease by producing the landlord's rent receipts.

Since these may not show what the actual term of the lease was, the tenant should create his own evidence of the lease term by inserting a notation on his rent checks. For instance, the tenant might write in the lower left-hand corner on his first rent check, "Lease: Installment Payment 1 of 12."

If the landlord accepted checks with such memoranda written on them, that should qualify as evidence of the term of the lease.

Another way to prove the making of, as well as the term of an oral or written lease that has been lost or destroyed is by producing a writing, no matter how informal, which includes the terms of a lease that the parties have agreed upon.

For example, if you give your landlord a security deposit and he writes on a scrap of paper, "March 1, 1979, received of Stanley Student, \$100 security for apartment for next school year, (signed) Larry Landlord," and he gives the scrap of paper to you, this should suffice to prove that a lease was made for the term of the next school year.

In the sample lease, there is no mention of the landlord's remedies in case the tenant does not pay the rent. This is because the law provides the landlord with a powerful arsenal of remedies which he may use against the delinquent tenant.

These remedies are available to the landlord even though the lease does not mention them.

For example, if the tenant does not pay the rent, he may come home one afternoon to find that the landlord has distrained (seized and taken away) his stereo and color TV, which he may lawfully do if he believes that the rent is justly due.

But if the tenant has been able to obtain a favorable lease, he will have some protection against a landlord who insists upon



full payment of rent even though he has not lived up to his own obligations in the lease.

First, because the landlord knows his obligations, if he has not met them, he will be less inclined to invoke the judicial remedies of distraint, ejection, or suit for the rent, because there is a danger of encountering the tenant's valid defenses to any such action.

Second, if the landlord does take legal action, the tenant may successfully defend and himself recover damages or obtain other form of relief.

Since 1974 in Virginia, the lease itself has been of much less importance in establishing the rights and obligations of the landlord and tenant.

This is because in that year, the Virginia legislature enacted a new, comprehensive law that governs the landlord and tenant relationship (the Virginia Residential Landlord and Tenant Act).

With certain exceptions, this law applies to the landlord and the tenant regardless of any conflicting provisions in the lease.

However, and this is important, the law does not apply at all to leased property that is occupied as a one-family house. For example, if five students together rent a house, the law does not apply and the provisions of their lease will be of paramount importance.

But if a house is divided up into two or more apartments, the law does apply.

There is a further complication in that if the landlord rents 10 or more one-family houses or, regardless of how many one-family houses he rents, if he is not a natural person, i.e., a corporation, the law is applicable.

Also exempted from the operation of the law is housing provided by a college or university.

Under the Virginia Residential Landlord and Tenant Act, the landlord may not take from the tenant as security an amount (See Lease, page S-8)



# Sample Lease

THIS LEASE made this \_\_\_\_\_ day of \_\_\_\_\_, 1979, between \_\_\_\_\_, residing at \_\_\_\_\_ Street, \_\_\_\_\_, hereinafter called the Landlord and \_\_\_\_\_, residing at \_\_\_\_\_ Street, \_\_\_\_\_, hereinafter called the Tenant,

This lease was prepared by Bob Shurack, a thirdyear law student at Washington and Lee University and legal research assistant for the Ring-tum Phi.

WITNESSETH: that the Landlord does hereby let and demise to the Tenant the apartment known as Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor in the building located at \_\_\_\_\_ Street, City of Lexington, for the term of \_\_\_\_\_ years, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 1979, at an annual rental of \_\_\_\_\_ Dollars, payable in equal monthly installments in advance on or before the \_\_\_\_\_ day of each month of said term.

For purposes of this lease, the word "shall" is always mandatory and not merely directory.

The parties hereto covenant as follows:

Of concern to lawyers only, this provision ensures that a court construing the lease will interpret the covenants of the parties that they shall do something as meaning that they must do that thing, and not merely that they propose to do it, or that they ought to do it.

FIRST: The Landlord has good title to the demised premises and has the unrestricted right to grant a leasehold in them.

SECOND: The Landlord, as of the first day of the term, shall place the Tenant in actual possession of the premises.

THIRD: The demised premises shall be occupied by the Tenant [and the members of the immediate family of the Tenant] as a private dwelling and for no other purpose.

FOURTH: The Tenant shall pay the rent as above provided, and shall deliver or mail payments of rent to the Landlord at the following address:

This provision effectively incorporates into the lease the Lexington city housing code.

Thus, the landlord who enters into this lease owes a personal duty to the tenant to comply with the city code, and not merely a duty to the city.

This, in effect, enables the tenant to privately enforce the city code. He need not rely on the city inspectors; rather, he can himself take the landlord to court if he violates any provision of the code.

This provision creates the basic duty of the landlord to deliver the property in good condition and to make repairs as needed to keep it that way.

The precise wording is important because every contingency must be provided for.

For example, "repairs" does not include work which increases the life of the building. Thus, the replacing of a roof is not a repair. Nor is a new furnace or new electrical wiring.

This provision provides that the tenant must take good care of the property and must repair any damages that he causes by his fault.

This gives the tenant the all-important right to make needed repairs himself and deduct the cost from the rent payments, if the landlord refuses to make the repairs.

This requires the tenant to abide by the city housing code. Under the code, the tenant must do such things as keep the plumbing fixtures he uses clean and sanitary and properly dispose of his garbage.

FIFTH: The demised premises will, at the time possession thereof is delivered to the Tenant, comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, county, and municipal governments, departments, commissions, boards and officers, which may be applicable to the demised premises and to the sidewalks, alleyways, passageways, curbs and vaults adjoining the same or to the use or manner of use of the demised premises or the owners, tenants or occupants thereof. The obligations of the Landlord under this paragraph shall survive the Tenant's acceptance of the demised premises.

SIXTH: Landlord shall deliver the premises, including every part of the structure thereof and all fixtures, equipment, and appurtenances therein, in a safe, dry, clean, and tenantable condition and in good and safe order and repair and shall, at his expense, in order to maintain the same in such condition, make all necessary repairs, replacements, improvements, and alterations.

SEVENTH: The tenant shall take good care of the demised premises and fixtures and equipment therein and shall make, as and when needed, as a result of misuse or neglect by the Tenant, all repairs in and about the demised premises necessary to preserve them in good order and condition, which repairs shall be equal in quality and class to the original work. However, the Landlord may repair, at the expense of the Tenant, all damage or injury to the demised premises, or to the building of which the same form a part, or to its fixtures or equipment, done by the Tenant or the Tenant's servants, employees, agents, visitors or licensees, or caused by moving property of the Tenant in or out of the building, due to carelessness, negligence, or improper conduct of the Tenant, or the Tenant's servants, employees, agents, visitors or licensees. If the necessity for a repair is occasioned by fire or some other cause which is include: in insurance maintained by or on behalf of the Landlord, the Tenant shall not be called upon fully to pay for this repair, whether or not the repair is included among those which the Tenant has covenanted to make. The Landlord shall make the repair in question and credit the Tenant, after completing such work, with the net proceeds of insurance.

EIGHTH: If the Tenant notifies the Landlord of any condition which the Landlord has an obligation to rectify under this lease, upon the failure of the Landlord within 20 days to rectify the condition, the Tenant may cause all repairs, replacements, maintenance, alterations, or improvements necessary to rectify the condition to be made or done himself and may deduct his costs for such work from any installment or installments of rent that may be due or that may become due. Notice shall conclusively be deemed served upon the Landlord if in writing and personally delivered to the Landlord or sent by registered or certified mail addressed to the Landlord at the place above designated for the payment of rent.

NINTH: Tenant's obligations to pay rent shall cease in the event of fire, flood, or the appearance of an defect in or occurrence of any failure of any part, structure, or fixture of or the interruption of any essential service to the demised premises, not wrongfully caused by the Tenant, which renders the premises untenable.

TENTH: The Tenant shall comply with all laws, ordinances and governmental regulations applicable to the premises and shall not do or permit to be done in the demised premises anything which shall increase the rate of fire insurance on the building. If, as a result of a breach of this covenant, the fire rates are increased, the additional premium shall be considered additional rent and be paid with the next installment of rent.

ELEVENTH: The Tenant shall conform to the rules and regulations attached hereto and made a part hereof and shall conform to such other and further reasonable rules and regulations as the Landlord may from time to time adopt. The Landlord shall not be liable for the breach of the said rules and regulations by any other Tenants.

TWELFTH: The Landlord shall be liable for compliance with any order or request by any municipal, county, state, or deferal official based on any public housing or building code, law, ordinance, rule, regulation, or requirement.

THIRTEENTH: If the demised premises or any part thereof shall be condemned for public use, this lease is to be thereupon terminated and the rent shall be apportioned as of the day of the entry of the order of condemnation and the Tenant shall not be entitled to any part of the award in condemnation, and the Tenant hereby waives any right or claim therein.

FOURTEENTH: The Landlord shall, for the purpose of making safe the passage through, over, and upon them, adequately light the approaches to and the stairways and hallways in the premises that are used in common by different tenants and over which the Landlord retains effective control.

FIFTEENTH: The Tenant has the right to erect and maintain an outside television aerial and to install and maintain a window air-conditioning unit or units and a telephone or telephones.

SIXTEENTH: The Landlord shall furnish and maintain in good and safe running order cooking facilities, including an oven and stove, and a refrigerator, and shall supply, or shall furnish the means to supply, adequate amounts of hot and cold water at all times to all sinks, lavatories, shower baths and bathtubs, and shall heat, or shall furnish the means to heat, to at least 70 degrees F. all habitable rooms at all hours during the cold seasons of the year.

[OPTIONAL PROVISION] [The Tenant shall be responsible for payment for the following public utilities furnished for his benefit:

SEVENTEENTH: The Landlord reserves the right to possession and control of the demised premises for the sole purpose of and only to the extent required for compliance with his covenants under this lease. Landlord shall notify the Tenant of the specific dates and times of day when Landlord intends to exercise this right, at least 24 hours prior to such times, but the Tenant may consent to shorter notice. Landlord shall not exercise this right unreasonably or in a manner that causes unnecessary annoyance or inconvenience to the Tenant.

EIGHTEENTH: Except as required to comply with his covenants in this lease, the Landlord shall not, within the term of this lease, remove anything from or replace anything within, or otherwise alter in any way the demised premises, its fixtures, equipment, or appurtenances, unless it be with the express written consent of the Tenant.

NINETEENTH: The Tenant deposits hereby with the Landlord the sum of \$ as security for the full and faithful performance by the Tenant of all the terms and conditions of this lease, which sum shall be returned to the Tenant at the expiration of the term provided the Tenant has fully and faithfully performed all the terms and conditions on his part to be performed. If the Landlord willfully fails to return any security required to be paid to the Tenant, the Tenant may recover such security due him together with reasonable attorney's fees. In the event of a bona fide sale of the premises, subject to this lease, the Landlord shall have the right to transfer the deposit made by the Tenant to the vendee for the benefit of the Tenant.

TWENTIETH: The Tenant, at the termination of this lease, shall surrender the premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted.

TWENTY-FIRST: All the provisions, covenants and conditions herein set forth shall apply to and bind and insure to the benefit of the legal representatives, heirs, executors, administrators and successors and assigns of the parties hereto.

TWENTY-SECOND: The covenants of the Landlord and the covenants of the Tenant shall be mutually dependent.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

\_\_\_\_\_  
Landlord

[If the landlord is a corporation, make sure its corporate seal is affixed here.]

\_\_\_\_\_  
Tenant

SUGGESTED RULES AND REGULATIONS

1. The sidewalk, entrance, hall, passages, stairway or fire escapes shall not be obstructed by the tenants or used by them for any other purposes than those of ingress to and egress from their apartments.
2. No signs, advertisements or notices shall be painted or affixed upon any part of the building, outside, nor shall any article be suspended outside the building.
3. No noisy or disorderly conduct or any conduct annoying or disturbing to the occupants of the building including the playing of a musical instrument, or the operation of a television set, radio, or phonograph shall be permitted in the demised premises between the hours of 11:00 p.m. and the following 8:00 a.m.
4. No animal or bird of any kind shall be taken into or kept in or about the premises without the consent of the Landlord in writing.
5. The halls of the building shall not be used as a playground for children and no bicycle or baby carriage will be allowed therein.
6. Nothing shall be hung by the Tenant from or placed on the windows, terraces, balconies, fire escapes or window sills. Nor shall any mops, towels, rugs, etc., be hung or shaken from any window or door.
7. All garbage and refuse shall be disposed of in such manner as Landlord shall designate.
8. The Landlord may retain a passkey to all premises. No local shall be changed without the prior written consent of the Landlord and a duplicate key delivered to the Landlord.
9. The Landlord reserves the right to make such additional rules from time to time as shall in the opinion of the Landlord be necessary.

If the state decides to build a highway through the house the tenant is living in, the lease will terminate and the tenant will get back any prepaid rent that is applicable to that part of the term of the lease over which he will not be able to live in the house.

If the landlord controls the furnace and water heater, then he must supply heat and hot water in adequate amounts.

But where there are separate space heaters and hot water heaters in the tenant's rooms, then that equipment must be capable of supplying adequate heat and hot water.

Because the landlord has rather extensive duties to repair defects and to maintain the premises, he must be given a right to possession and control so that he may carry out his obligations.

Otherwise, a court might say that the landlord's duty to repair and maintain and unenforceable by the tenant. But the landlord should not be able to enter the premises at unreasonable times (i.e. 3 a.m.) and should give notice to the tenant that he intends to enter.

This gives the tenant a right to recover attorney's fees if his landlord wrongfully refuses to return the security deposit.

This is important because, without this right, it would normally cost more to sue the landlord to recover the deposit than the amount of the deposit itself.

This provision ensures that if the landlord dies, becomes disabled, senile, or insane, or if he sells the property, the lease will still be good and the tenant cannot be forced to leave the premises.

This means that if one party does not perform anything in the lease that he has promised to perform, the other party need not perform his obligations in the lease.

But the failure to perform must be of a material nature, and not minor, inconsequential, or trivial.

For example, if the landlord does not fix a furnace when it breaks down, and the building becomes very cold, the tenant need not pay the rent until the furnace is fixed. This is an extreme measure and should only be resorted to when it appears very clear that the landlord is breaching his material covenants and he cannot be moved to take the action that he ought to.

This sample lease is recommended to student tenants as an example of a fair and evenhanded document, ensuring many tenant rights not normally found in leases nor covered by Virginia law. The student is cautioned, however, about any changes that might effectively eliminate those rights set forth herein.

# LEASE

(continued from page S-5)

more than twice the monthly rent. The landlord must, within five days after the tenant begins to occupy the premises, give the tenant a written report itemizing all damages which then exist.

If the tenant does not object to the report, in writing, within five days after he receives it, the damage report will be considered to be correct.

This report will be the basis for determining what damage the tenant has caused during his occupancy of the premises.

If, at the expiration of the lease, the landlord keeps any part of the security deposit because of damages for which he claims the tenant is responsible, the landlord must give the tenant a written notice itemizing the damages and their amount within 45 days after the termination of the lease and delivery of possession of the premises to the landlord.

The tenant has a right to be present when the landlord makes his inspection to assess damages. To exercise this right, the tenant must notify the landlord in writing that he wishes to be present at the inspection; if the tenant does so, the inspection must be made within 72 hours after the tenant vacates the premises, and the tenant is entitled to an itemized list of damages as soon as the inspection is completed.

If the landlord holds the security for more than 13 months from the date the lease was made, the landlord must, when he returns the security to the tenant, include interest figured at the rate of three per cent per year, compounded semi-annually.

In the words of the law, the landlord must "make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition."

He must "maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances" that he supplies.

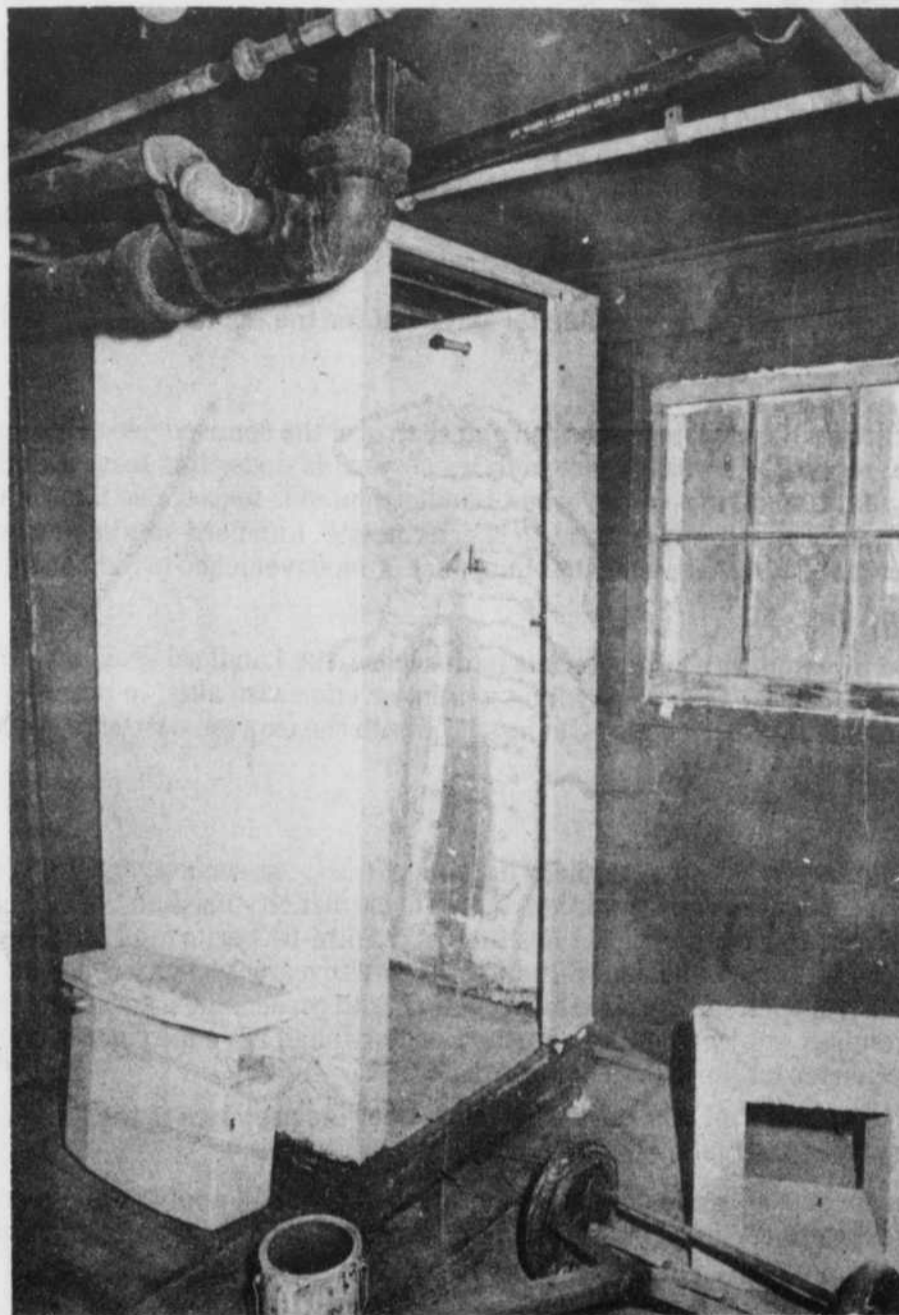
The landlord must supply both hot and cold running water and "reasonable" heat in season unless the tenant has exclusive control of the heating and water heating equipment.

The tenant has the duty to exercise due care in the use of the premises.

Basically, he must keep the area he controls, including all plumbing fixtures, clean and safe, he must remove garbage properly, he must abide by the reasonable rules and regulations of the landlord, and he must not disturb his neighbors.

Also, he must permit the landlord to enter the premises for purposes of inspection and to make repairs, but the landlord must give notice beforehand and he may enter only at reasonable times.

If the landlord does not live up to any of his material obligations in the lease, or does not comply with the provisions of the



one ceiling or wall-type light fixture, which must be maintained in good and safe working order.

Common hallways and stairways in apartment buildings containing five or more apartments must be adequately lighted at all times.

In apartment buildings containing four or fewer apartments, such areas must be provided with conveniently located light switches controlling an adequate lighting system, which may be turned on and off as needed.

The landlord must keep clean and sanitary all common areas, but the tenant is responsible for keeping the areas that he occupies clean and sanitary.

Also, the tenant is responsible for properly disposing of all garbage and rubbish, which means placing it in adequate containers, presumably with tight-fitting covers.

The responsibility for extermination of insects and rodents rests with the landlord unless the leased premises are occupied as one-family house, in which case it is the tenant's or co-tenant's responsibility.

Apart from relying on the state law or his lease to force the landlord to live up to his obligations, the tenant may register complaints with the city health inspector that the landlord is violating the city housing code.

But it must be understood that although the housing code imposes on the landlord the duty to repair and maintain the premises, he owes that obligation to the city and not to the tenant.

In other words, the tenant cannot enforce the code on his own. He can only request that it be enforced; it is up to the city to deal with the landlord to achieve compliance with the code.

And the landlord often can, by one means or another, avoid compliance with the requests and orders of the city inspector.

law in a way that "materially affects health or safety," the tenant may give written notice to the landlord that the lease will terminate after 30 days if the landlord does not remedy the defect within 21 days.

But the tenant may not terminate the lease if he, himself, deliberately or carelessly caused the condition complained of.

Except for the right of the tenant to terminate the lease if the building is destroyed or severely damaged by fire, this is the only tenant's remedy that does not require the tenant to go to court. If the tenant invokes this remedy of termination of the lease, he must move out when the lease is terminated.

But if the tenant desires to stay, there are several ways he can force the landlord to make the necessary repairs or to provide the required services.

And the tenant may obtain a reduction in his rent or, in an extreme case, it may even be forgiven entirely, to reflect the decreased rental value of the premises.

Also, the tenant has the right to recover damages from the landlord.

Unfortunately, however, these remedies require the tenant to go to court; and unless he is unusually able, he will require the services of a lawyer. But the tenant may recover from the landlord a reasonable attorney's fee if he does take the landlord to court and wins.

Since the tenant ordinarily would require legal assistance to enforce his rights under the law, not further discussion is included here. The tenant should, however, as soon as he discovers a condition that is the landlord's duty to rectify, send the landlord a letter by certified mail notifying him of the condition.

This is necessary to preserve the tenant's rights under the law and is especially necessary to prevent the landlord from

evicting the tenant who does not pay his rent because of the poor condition of the premises.

In such a case, if the landlord sues the tenant to recover possession of the property, the tenant, if he has previously sent the required notice to the landlord, will be able to defeat the landlord's action.

The Virginia Residential Landlord and Tenant Act also obligates the landlord to comply with local housing codes.

If the landlord does not comply with the requirements of the local code, the tenant has the same remedies against the landlord as he has for breach of lease covenants and for noncompliance with the other enumerated provisions of the state law.

The Lexington city housing code requires the landlord to supply adequate hot and cold running water to all sinks, showers, and bathtubs.

The hot water must be heated to at least 120 degrees F.

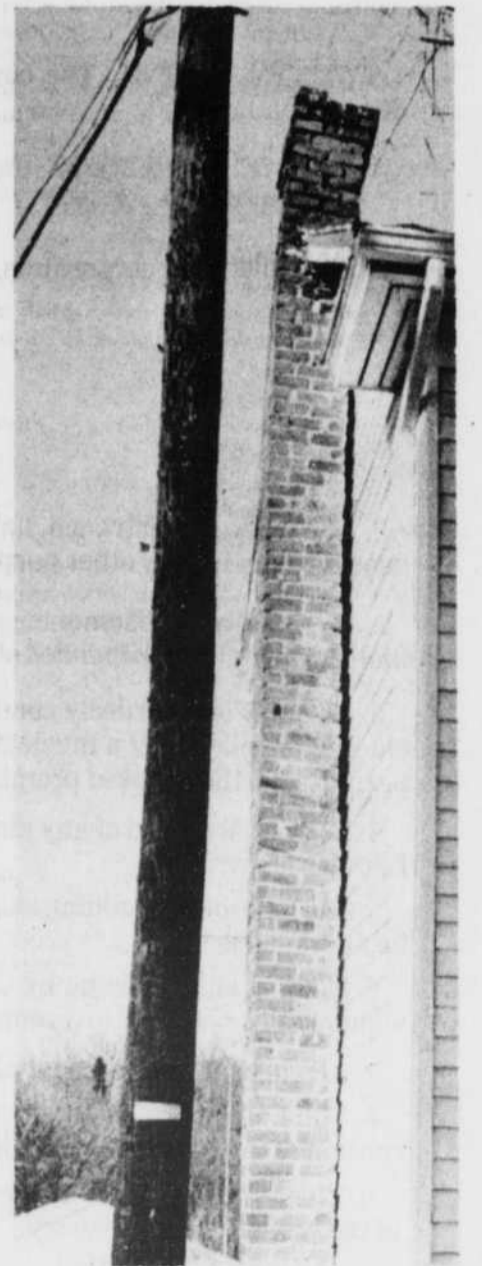
The landlord must either supply the hot water directly, or he must equip the premises with the necessary equipment to supply the required hot water.

The landlord must supply heating facilities which are properly installed and maintained in safe and good working order and which are capable of heating at least one-half of all habitable rooms to at least 70 degrees F.

If the landlord controls the heat directly, he must heat at least one-half of all habitable rooms to at least 70 degrees F.

Every habitable room must have at least one electrical outlet.

The kitchen, bathrooms, bedrooms, laundry room, furnace room, corridors, hallways, and porches must have at least



# Sometimes The Lease May Be Stacked Against You

by Joe Scott

A careful reading of the lease and close inspection of the premises you intend to rent are necessary before you sign on the dotted line.

Usually you will be presented with a form lease and be given a casual tour by the landlord. Ask questions while you tour because the landlord does not want to waste his time.

With student housing as scarce as it is, a landlord's position will be "take it or leave it, there is always somebody who needs a place to live."

Translating a lease into plain, readable English can often be difficult. Lease clauses are sometimes printed in no logical order and important items are buried deep within a paragraph. You must read the entire document and be aware of what you are getting into before you sign.

Striking a phrase or clause in the lease is legal if you and your landlord agree. The best procedure would be to cross out the part in question and have it initialled by you and your landlord on all copies of the lease that you will sign.

If you have already signed the lease without making these adjustments, you can still negotiate the changes but there are no guarantees that you will succeed.

As a last resort you can take your case to court.

Lower courts which deal with these disputes usually regard leases as the final word which puts the lessee at a disadvantage.

Legal proceedings are also time consuming, expensive and regarded as a nuisance.

When reading a lease, the reader before signing should look for potential problems or "danger spots."

The following clauses are major points to look for. In many states these clauses are illegal. However, the official language in a lease discourages many tenants from exercising their legal rights if the clauses are present. Be aware of the protections you have.

## 1. The landlord is not liable for repairs.

An example:

*"This lease and the obligation of tenant to pay rent hereunder...shall in no wise be affected, impaired or excused because landlord is unable to supply or is delayed in supplying any services or repairs, additions, alterations or decorations."*

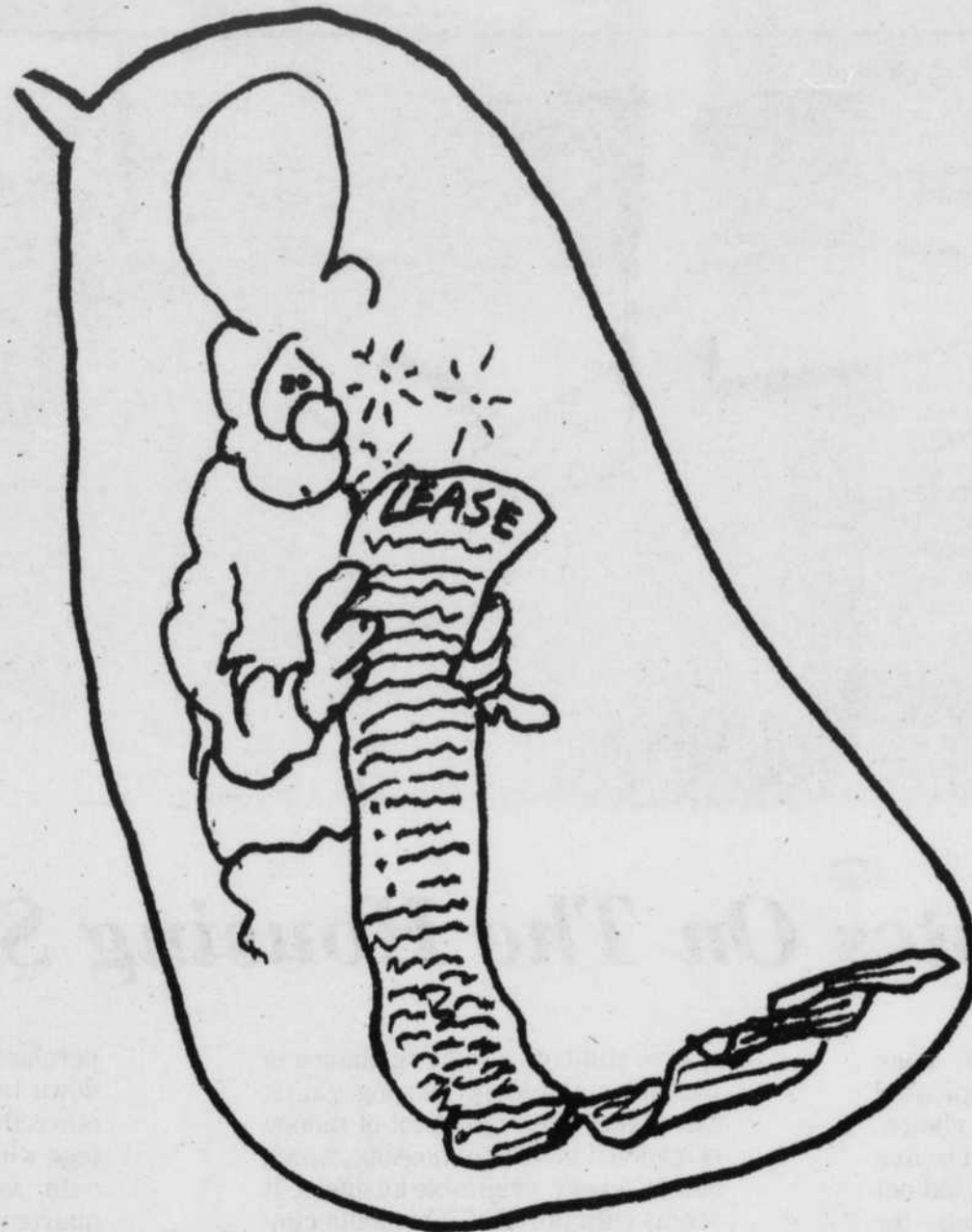
This clause is one example of an "independent covenant" still applicable in renting. It states that the tenant's rent obligations is separate from the landlord's obligation to provide a "habitable dwelling."

Technically, it forbids a tenant to withhold rent if the landlord does not fulfill his promises. It backs the tenant into a corner by making him sue or bring legal action against the landlord. This process is long and cumbersome.

## 2. You agree to obey all rules, whether written yet or not.

*"The tenant further agrees to pay all costs, including legal fees and other charges that may accrue in the event distraint proceedings are instituted against the tenant, or in the event suit for rent or dispossession proceedings are necessary in order to obtain possession of the premises, or to collect the rent."*

Rules such as pet and noise restrictions are common but if any restrictions are violated it can pro-



vide a landlord with an excuse to evict you or withhold the tenant's security deposit. Know all restrictions and insist on reading them. Some leases forbid driving nails into the walls, for example.

If it is necessary to agree to future rules, the lease should provide an "arbitration procedure" to voice possible tenant complaints if you find yourself violating new rules.

## 3. Agreeing to pay more rent.

*"Tenant agrees, during the term of his lease or any renewal thereof that in the event there shall be an increase in real-estate taxes, sewer or water charges during the year ---, or an assessment charged by the municipality on the demised premises for any period following the date of commencement of this lease, tenant shall pay his proportionate share of said tax increase, charge or municipal assessment."*

These clauses enable a landlord to raise the rent if operating expenses, such as taxes, increase. Leases over one year usually contain an automatic rent increase for each year whether specified by amount or percentage. Understanding this rule can save money.

## 4. Landlord access to your home at any time.

*"Landlord or landlord's agents shall have the right to enter the demised premises during reasonable hours, to examine the same, and to show them to prospective purchasers, lessees, mortgagees or insurance carriers of the building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. If tenant shall not be personally present to open and permit an entry into said premises, at any time,*

*when for any reason an entry therein shall be necessary or permissible hereunder, Landlord or Landlord's agents may enter the same, without rendering Landlord or Landlord's agents liable therefore."*

Leases usually vary with respect to this clause. This example literally allows your landlord to break into your apartment when you are not there and show the house or apartment to a "prospective purchaser." Some courts have modified this clause and have usually restricted visiting hours to regular business hours and require a 24-hour notice unless there is an emergency. Courts have also determined that this right of access cannot be used as tenant harassment. Proving that harassment exists usually requires a court case.

## 5. Landlord liability in the event of injury or property damage.

Hazard lists are included in most leases and state that the landlord is not liable under those conditions. Usually the list includes "falling plaster, steam, gas, electricity, water, rain or snow which may leak from any part of said building."

Form leases contain a similar list but state that the landlord is responsible if "he or she have been negligent."

Leases claiming that the landlord is not liable even if through his own negligence are hazards themselves. Some leases state "that the lessor shall not be liable for any damage or injury of the lessee" but do not usually hold up in court.

If damage occurs to personal property, collecting compensation will in most instances require a court case.

## 6. All improvements are property of the landlord.

*"The lessee agrees that no alterations, additions or improvements shall be made in or to the premises without the consent of the lessor in writing, under penalty of damages and forfeiture, and all additions and improvements shall be made by the Tenant shall belong to the lessor."*

Most leases require landlord consent before alterations are made. Once improvements are completed they belong to the landlord, thereby enhancing the rental value.

These clauses are intended to refer to items that if removed would damage the premises. Even if removal would not cause damage, the landlord still has the right to forbid their removal.

## 7. Accepting the premises as they are.

*"The lessee accepts said premises in their present conditions." This clause is then usually reinforced by another: "Neither party has made any representation or promises, except as contained herein, or in some further writing signed by the party."*

Before you sign, make sure that all repairs promised are in writing. It can help avoid future problems.

## Different Types of Housing

by Bob Willis

Types of rental housing vary widely. Although the classifications are loosely defined, housing types can be subdivided into apartments, attached houses and detached houses.

Each form of housing offers different features and probably one rental type appeals best to your individual lifestyle.

An apartment provides you with the most service and the least responsibility. Someone else takes care of the heating, yardwork, maintenance, and redecorating. Also, some if not all, of the utilities may be included in the rent payment.

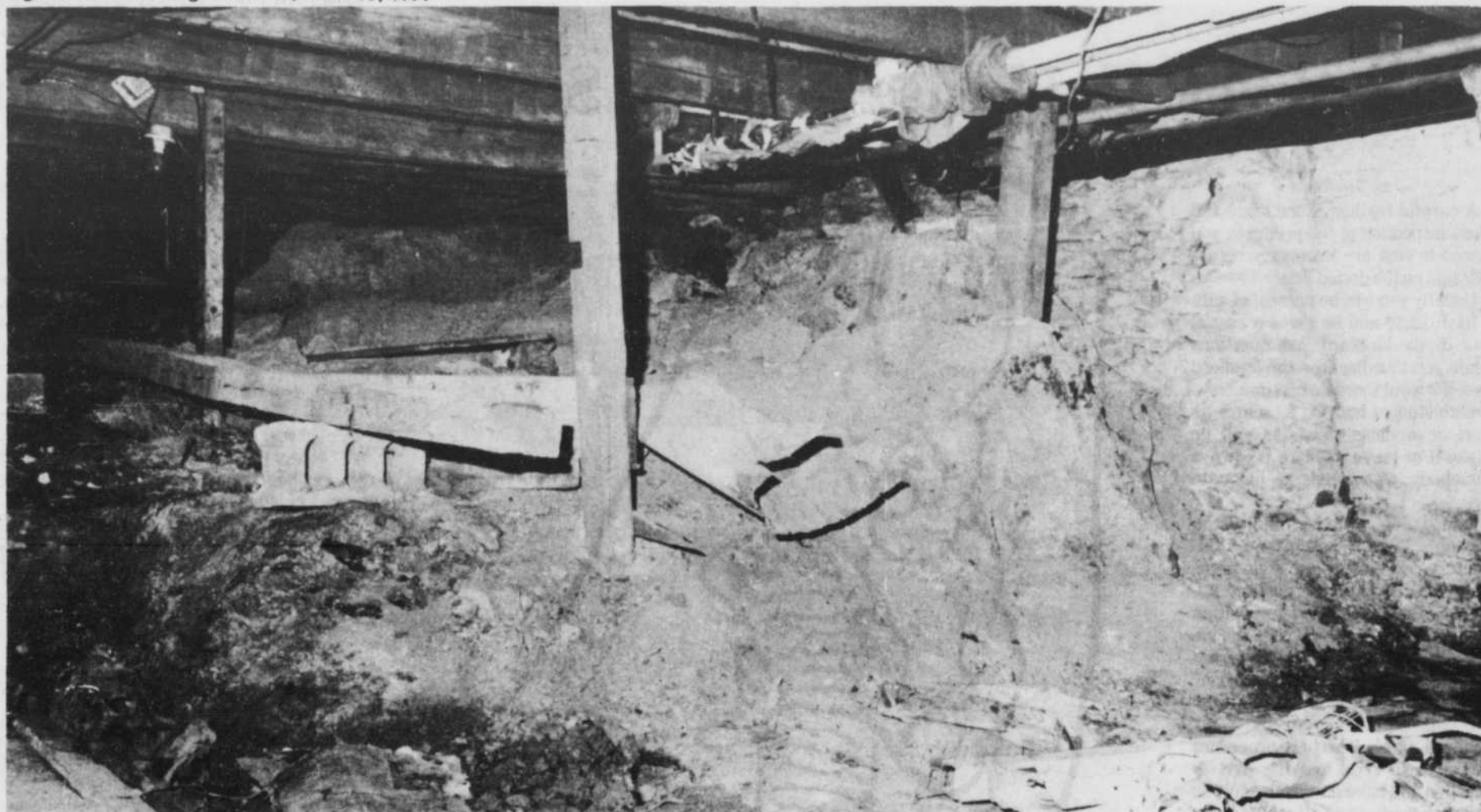
An attached house, townhouse or duplex differs from an apartment in basically two ways. You usually have a yard and you assume some responsibilities for the place's operation.

The care of the lawn, the heating, and general repairs might rest upon your shoulders. The utilities may or may not be included in the rent.

A detached house is often characterized by more home space, a larger yard and perhaps a garage.

A separate house has more privacy than in either of the other housing categories. However, you assume responsibility for the upkeep of the home.

You pay for the ordinary expenses involved in running a home, such as utilities, lawn maintenance, and snow removal, in addition to your rent.



## Some Notes On The Housing Situation

Contrary to popular belief, some students do not live in dilapidated houses in the country by choice. More than a few were forced to live outside of town because they did not know that to find housing for September, you have to start looking seven months before that.

Some landlords in town survive very well by relying on word-of-mouth to advertise the availability of their apartments. But what if you are not one of the lucky students who just happens to be connected to the housing pipeline

Even now, in the middle of February, the great student housing race in Lexington has been rolling for a few months now, although it is just about to begin in earnest.

The winners will take the housing they desire with their knowledge and experience of the housing race. The losers will have to take what they can get, and be satisfied with it. Housing in town for students is expanding, but not fast enough to become truly competitive. Few landlords will have an empty house or apartment because no student was willing to pay their exorbitant rental rates.

After a broad investigation of the student housing situation in Lexington, we must conclude that Washington and Lee students are at a severe disadvantage in this town. Often they do not know their rights as tenants. Students also pay the highest rental rates in the area. Well, after all, they can usually afford it. But they should at least be getting their money's worth.

This special section of the Ring-tum Phi is an attempt to provide some of the information necessary

to give students a fighting chance in Lexington's student housing game. The stakes are high. A lot of money is involved in student housing, which can be a very profitable business. It seems only fair that if students cannot be on an equal footing with their landlords legally, they should at least be aware of the problems and pitfalls in rental housing.

We have also examined the services this University provides students looking for housing and found them lacking, very lacking. But there is hope. All the University officials we spoke with were encouraging and anxious to do more to help students in their search for adequate off-campus housing.

The students who require off-campus housing are no small group. In fact, they comprise over a majority of Washington and Lee's student body. At most, the University can house 691 students (including freshmen), if all dormitories and double rooms are filled. But there are 1,742 students at W&L (including law students), which means that over 1,000 students must fend for themselves in finding a place to live each year. Fraternities reduce that number somewhat, to be sure. But by our estimates, 55-60 percent of the student body must scramble to arrange housing for the next academic year.

Our concern lies primarily with those freshmen and sophomores who are not experienced enough in Lexington's student housing game to know that one has to look for next September's housing right now. We are also concerned about the students who are not who are not lucky enough to know an up-

perclassman who can pass his house down to them. There are too many other things to worry about in college without having to be concerned with locating next year's living quarters seven months ahead of time.

The Ring-tum Phi has done what it can to help students with leases, utilities, and information about their rights and obligations as tenants. What is needed now is for a list to be compiled of housing for students in Lexington and Rockbridge County. Hopefully, progress will be made in that direction in the near future.

Until then, though, present tenants should warn those who will inherit their housing next year of the problems that they encountered with that house or apartment so that the students down the line, at least, can have a chance to upgrade their living conditions.

If students insist that their rights be guaranteed and that repairs be made before they sign their lease, then, maybe, we will all get a better housing deal in this town.

### The Ring-tum Phi

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Guy Steuart ..... Staff Writers  
John Cole ..... Graphics

The Ring-tum Phi Student Housing Supplement was compiled by the news staff of the Ring-tum Phi and was partially funded by a \$300 grant from Washington and Lee University's student Executive Committee.



# Enforcing Housing Standards

by Joe Scott

Health Inspector Charles Wisecarver enforces the minimum housing standards ordinance for Lexington and handles tenant complaints for substandard living conditions.

Previously, enforcement of the ordinance was the responsibility of Lexington's building inspector, but on Oct. 1, 1977, the city council gave the job to the local health department. Wisecarver stated that at the time there was a "considerable backlog of cases."

"My primary duty is to the county," said Wisecarver. "I have to work on local housing when I have time. We have worked off most of the complaints."

### The Procedure

The procedure for registering a housing complaint starts with a phone call to the health department. If the tenant feels there are violations of the housing code, then a visit from Wisecarver is the next step.

A list of all complaints and possible violations should be written by the tenant before the health inspector arrives. Details of each individual problem are helpful.

Examples of the problems such as roaches, which emerge mainly at night, are critical in order to confirm all violations.

Using the minimum housing standards ordinance as a guide, the inspector tours the house and records all violations that he finds.

If violations are found, then a formal list of them is drawn up and presented to the owner

of the property.

Next a 30-day notice is given to the landlord which requires him to correct all violations within the given time span.

### Landlord Failure

If, for some reason, the landlord or property owner fails to correct the violations within 30 days, then a second and final notice of 60 days is issued by the inspector.

Failure to comply with this notice can lead to a warrant for the arrest of the property owner.

Special cases such as a landlord's inability to correct the problem immediately are left up to the discretion of the health inspector.

Wisecarver states that a "reasonable amount of time" is then allowed for the problem to be corrected. This procedure though is the exception and not the rule.

### Out-of-State Landlords

Problems can arise if the property owner does not live in the state.

The tenant can still complain about the housing violations, have the house inspected and, if violations are found, have his complaint formally registered by the health inspector.

The health inspector can then issue the 30-day and 60-day notices. Unfortunately if the landlord fails to correct the housing violations, court action becomes difficult.

Wisecarver cannot serve a warrant on a citizen of another state.

## Wisecarver Discusses His Job As Lexington's Housing Watchdog

by Joe Scott

Charles Wisecarver's job as health inspector is a complicated task.

Not only must he deal with written standards applied to specific cases, but he also must deal with the people who live in the dwellings and its owner.

Interpreting what is "a reasonable amount of time" necessary for the landlord to make repairs is difficult.

Bringing all housing up to standards is, in his words, doubtful.

The job is endless, "due to continuous deterioration" of housing, he adds. "I wish I had more time but my primary duty is to the county."

"I have to deal with the cold

hard facts," says Wisecarver.

"If there are housing code violations, I have to report them and issue a notice." He adds that "my concern and duty is to bring housing up to standard."

"In most cases, we can work out something," states Wisecarver, referring to times the landlord has to fix code violations, "but if he fails to repair the dwelling by the expiration of the final 60-day notice, then I can have a warrant served on him. Then we'll let the judge decide."

"I'm reasonable," Wisecarver adds. "If the landlord can show me he is doing everything he can, then I will abide by his word."

Landlords who fail to repair

their houses can only have their house condemned as a last resort.

If the house is declared uninhabitable, then all tenants must leave. The house then can be torn down.

The law though makes no provisions for the former tenants. They must fend for themselves.

"We have no control over landlord eviction of tenants," says Wisecarver. "We are not at this time forcing any person to leave their home, though."

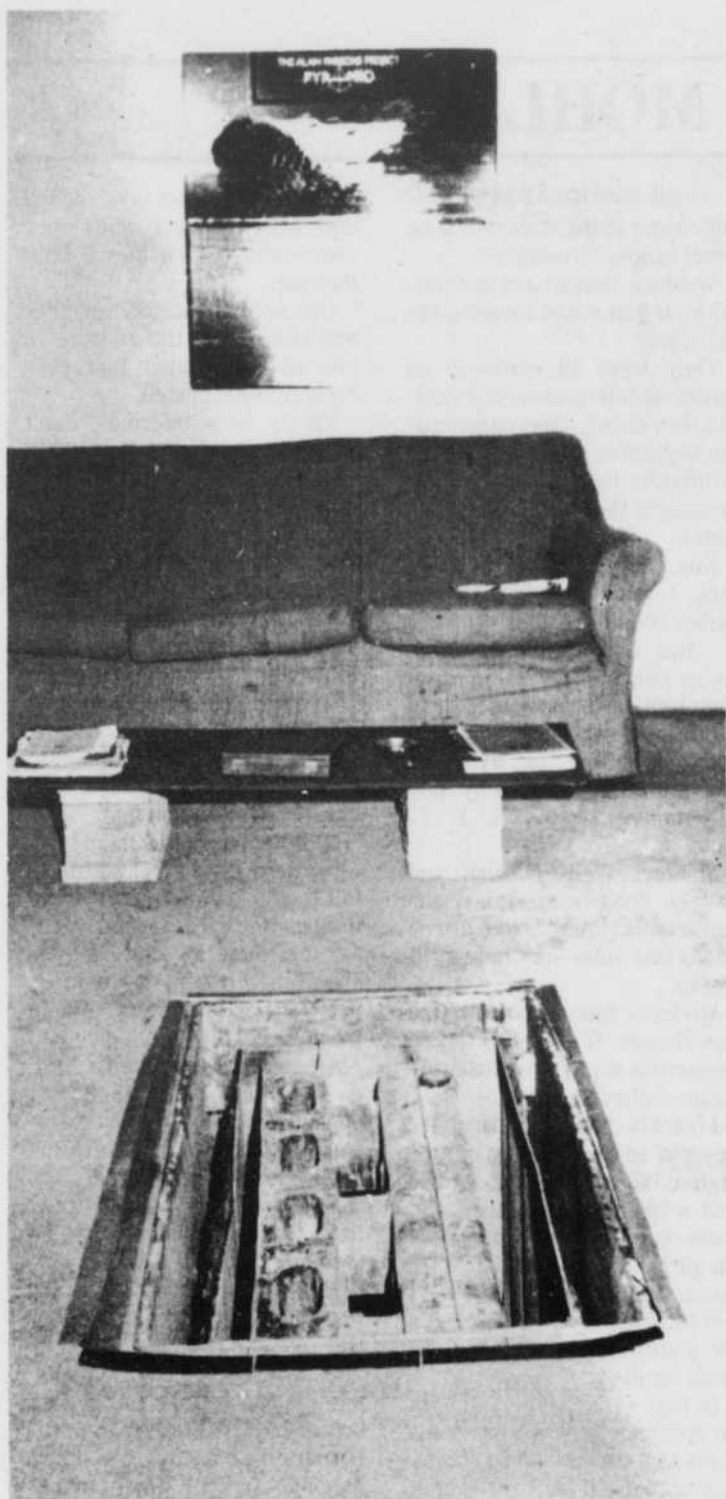
Court action against the landlord is "generally light." There are no maximum penalties unless there are repeated violations.

"Last year I was feeling my way around," stated Wisecarver. "I will say, though, that enforcement will be much more rigid than it has been in the past. I will put emphasis on the vacant housing."

"In a town the size of Lexington, I doubt if I can get all the houses up to standard. As long as you have certain tenants, you are going to have to continually bring the housing up to standard," he added.

"I see in the next five years several new government subsidized low income housing projects going up around town," Wisecarver said. "Until then, we'll just have to wait and see what happens."

Unfortunately there is currently a waiting list of at least one year for low income housing in Lexington.



### Where To Go For Help

The following list suggests agencies and resources that will provide useful information for tenants.

**U.S. Department of Housing and Urban Development (HUD)**  
If you have experienced discrimination, call: 1-800-424-8590.

#### Virginia Lawyer Referral Service

Will provide the name and telephone number of an attorney in the Lexington area with whom you can meet to discuss your rental problems. The cost for up to one half hour's worth of consultation is not more than \$15. After that, the lawyer charges his usual fee. Call: 1-800-552-7977.

#### Department of Housing and Community Development

Attempts to improve tenant-landlord relations and residential living conditions in Virginia. To receive their "Virginia Residential Landlord-Tenant booklet," contact:

Department of Housing and Community Development  
Housing Division, 205 North Fourth St.  
Fourth Street Office Building  
Richmond, Virginia 23219  
1-804-786-7891

#### Lexington Health Department

Regulates sanitary conditions in housing, including plumbing, pest, and hazards where local ordinances have been adopted. Call: 463-3185.

#### The Virginia Residential Landlord and Tenant Act of 1974

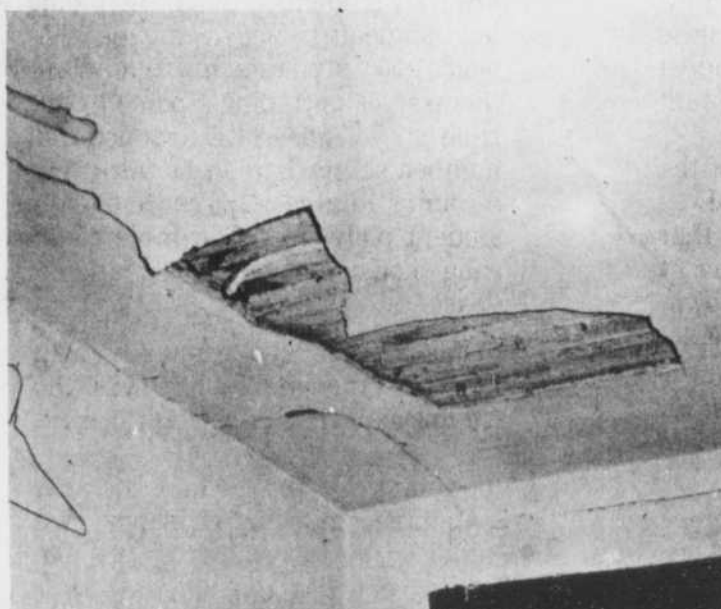
To find a copy, look in the Code of Virginia, 1950, Volume 8. The reference book is in Washington and Lee's library under:

Ref  
KFV 2430 A2.5  
1950 Vol. 8

#### The Lexington Building and Housing Codes

To find copies, look in City of Lexington Virginia Charter and Code of Laws, in Washington and Lee's library under:

Ref  
KFX 1611.5  
L4.89



# Students Who Took Their Landlord to Court and Won

by Mike Perry

To many students, the idea of taking your landlord to court may seem like a drastic means of resolving tenant-landlord disputes, but four Washington and Lee students found that the legal process provided a swift solution to their housing problems.

Last February, Grant Leister, Holcombe Baird, Walton Clark and Parker Potter obtained a lease from their landlord, Mrs. Gilbert L. Brown, to rent the four bedroom house on McCorkle Drive where they currently live.

When Leister, who lived in the house last year, insisted upon repair of the front door, refrigerator, and back porch before signing the lease, he received a verbal assurance from the landlord that the repairs would be made.

### Repairs Not Done

Upon their return to Lexington in September, the four realized that the landlord had made some repairs, but had neglected the refrigerator, back porch, and front door. Leister says the landlord answered their complaints with assurances that "she would get them done as soon as she could."

The four then heard of a group of W&L students who were withholding rent from their landlord until certain repairs were made.

With no intention of going to court, the four students sent Mrs. Brown a letter informing her that they would withhold

their monthly rent until the promised repairs were completed.

When the four returned following Thanksgiving break they learned that their student neighbors had been evicted for nonpayment of rent. Leister states that the four decided to go to court "to protect ourselves from eviction."

### What the Law Provides

Grant Leister went to the Legal Aid Society at the Law School, studied the *Virginia Residential Landlord and Tenant Act* and "determined" that we had legitimate complaints under the law.

Anyone contemplating any legal action against a landlord should study the law very carefully because it contains ten situations in which landlords are exempt from the law. These exemptions include occupancy by a fraternity and occupancy in single family residences where the owners do not own more than ten single-family residences subject to a rental agreement.

Leister also points out that the legal process is complicated and it took them three attempts "to correctly file the papers."

On Dec. 1, 1978, the four filed for an "escrow account," whereby, as Holcombe Baird explains, "rent money is paid to the court and withheld from the landlord until repairs are completed."

They filed the required documents and their landlord, Mrs. Brown, was served with papers requiring her to answer the charges in court.

### In Court

The case came to court on Dec. 13, 1978 as Leister argued the case for the four students. Mrs. Brown retained a local lawyer.

Leister argued that the landlord "doesn't do proper maintenance," while Mrs. Brown's lawyer maintained that the repairs in question were cosmetic in nature related to the problems faced by a landlord when she rents to students.

Leister says that the judge remarked that Mrs. Brown should be made to act responsibly with her dealings with renters and decided to hold \$50 of the rent money while he resolved a technical point determining whether or not Mrs. Brown was exempt from the law.

The students found to judge to be an asset. As Walton Clark reflects, "He asked some really good questions of her on our behalf."

### New Lease

Clark thinks that relations with their landlord are good at present, but adds that she has stated that will have an appendage attached to all her leases releasing her from liability for repairs "as a result of our taking her to court."

Clark recommends that any potential renter "have any promised repairs attached to the lease."

The students also recommend that anyone contemplating legal action against a landlord carefully examine the *Virginia Residential Tenant and Landlord Act*.

# MOHLER

(continued from page S-4)

out rooms at the Robert E. Lee Hotel to house freshmen?

Mohler: That's hard to determine. It just doesn't work quite that easily.

They were to come in on target with freshmen this year. But they didn't. They came in at the beginning some 40 over we ultimately have 30 or 31 we're housing at the old Robert E. Lee Hotel.

Now we don't like that. In fact, I would suspect we pay rather heavily for that.

But I can't declare that we're going to set aside all of Baker or Davis or another dorm for those freshmen.

Q: If there is available University housing, why pay the money for the R. E. L. Hotel?

Mohler: Well, I think you have a good point. It's a circumstantial thing. There are no hard, fast rules for the way it works.

We have double rooms in the Lee Houses. It's hard to sell an upperclassman a double room—believe me it is...

I frankly think it's difficult for any girl to find housing in Lexington. We've been male for two and a quarters centuries and these landladies are afraid of the girls. They spell trouble for them, they think, I guess, I don't know. So we try to provide for them. I think it's very difficult for them.

In that we're participating in an exchange program, it seems to me that we have some obligation to them. It isn't spelled out anywhere, I believe. But I feel an obligation to them.

I feel an obligation to every student here. I hope people understand that.

And we endeavor to be cordial and help students when they come' and I think they'll bear that out.

Our secretaries get together and kick around things and give bits of information that they know that isn't listed.

That's very informal, don't misunderstand me. I wouldn't say that's the most polished way of doing it. But we seem to do it most anyway we can to find a place for everyone.

I guess what I'm trying to tell you is that many times we have vacancies within our dormitories.

Q: What about legal services, legal advice?

Mohler: Well, they (students) come in frequently to me with questions relating to that.

Q: What do you tell them?

Mohler: I have very little to tell them. At this time, I'm not in a position to help them.

I feel the University maybe should help them. It would be very difficult to offer help in these areas.

At one time, I worked a little harder on this, I guess, endeavoring to help the student. But it's difficult for me to arrange and negotiate contracts with a landlord. That's between the two of you. You want to see the facilities and see if it suffices for your needs. They want to eyeball you and see what you look like.

Q: How do you envision your job, sir? Do you see yourself as being mostly concerned with University housing, and then helping students find outside housing as a sidelight.

Mohler: I'm concerned with every aspect of my work here of which student housing is a part. I'm here to help.



## Utilities

If all utilities are not included in your monthly rent, you may have to contact one or more of the following. With the crush that comes before every school year, it would be wise to make arrangements for utilities *at least one week ahead of time*. Water is probably the most important utility, followed by electricity, gas, telephone and television hook-up.

### Water:

Water hook-up happens only after a \$25 deposit is made at the City Treasurer's office in City Hall, 463-3140. They contact the Public Works Department (see telephone directory for emergency numbers).

### Electricity:

Virginia Electric and Power Company, 2307 Beech Avenue in Buena Vista, 261-2151. (\$50 deposit required)

### Gas:

Columbia Gas of Virginia, Inc., 113 S. Jefferson Street, 463-4821. (\$50 deposit required)

### Telephone:

Central Telephone Company of Virginia, 102 E. Washington Street, 463-2121. (\$50 deposit required)

### Television:

The Cable Company of Lexington, 17 S. Jefferson Street, 463-7161. (\$25 installation charge; the rate is \$7 a month)

### Heating Oil:

Johnson Oil Company, East Lexington, 463-4623. (Amoco)  
 Maury River Oil Co., RFD 5, 463-2233. (Union)  
 Rabe Oil Co., East Lexington, 463-7171. (Gulf)  
 Rockbridge Oil Co., 402 W. Nelson St., 463-2511. (Exxon)  
 Rockbridge Farmers Coop, Inc., 645 Waddell Rd., 463-7381.  
 Taylor Gas & Oil Co., Inc., Rt. 11 N., 463-3421. (Texaco)  
 Whiting Oil Co., 118 N. Main St., 463-2723. (Citgo)

# REVIEW and OUTLOOK

Editorial Opinion of The Ring-tum Phi

## A question of honor

A very important question now lies before the students, faculty, administration, and alumni of this academic institution: Will the Washington and Lee community allow a convicted felon to graduate and hold a degree from this University?

Last week, the Ring-tum Phi published a story detailing a Rockbridge County Circuit Court case in which two 1978 W & L graduates and a current senior were all sentenced to five-year jail terms (with four and one half years suspended) after pleading guilty to charges that they had sold marijuana to police undercover agents. The crime is a felony in the state of Virginia and the prescribed punishments were duly distributed by the court of law.

The W&L community must now pass judgment on the senior involved. Is he a Washington and Lee "gentleman" and was his conduct, found to be criminal in society's judgment, "honorable" in the sense of W & L's honor code?

The White Book summarizes the honor system in the following statement: "A Washington and Lee student is to act honorably at all times; is to be trusted and assumes the obligation to be trustworthy."

We now ask the entire University community: Is there a foundation for the honor system, supposedly one of the pillars of this University's integrity and *raison d'etre*, if a person who has been convicted under society's laws is not also exorcised from the W&L community? If a convicted felon is determined to be an honorable person, what of the student who merely cheats on one test? Indeed, is there any basis of honor or trust in a community that accepts criminals? And where does our definition of "honor" stop, where do we draw the limit? Does it only cover those who are unlucky enough to be caught by outside authorities?

We think it only fitting to close with another selection from the White Book:

It is important to understand that the system is completely student-administered and concerned solely with those offenses which are considered *dishonorable* by the student generation involved.

What is to be this student generation's definition of "honorable"?

RPS

## STIX MILLER in: "Man's Best Friend."



## Letters To The Editor

### Editors respond to lacrosse controversy

Editor, Ring-tum Phi  
Sir:

I am amazed that the Executive Committee voted to fund an NCAA Division I team for a trip to Florida. I cannot believe that the representatives are willing to set what can only be viewed as a most dangerous precedent.

The Basketball Generals are planning a trip to Europe next year. Surely they are as entitled to student monies as the lacrosse team? If not, what can you give Coach Canfield as a viable reason for refusing him the money? Remember the lacrosse team got \$1000!!

A reprehensible precedent has been set. It is not, in Law representative John Murphy's words, a "one-time thing." Bill Tucker — can we stop payment on a check for \$1000?!

Kevin Dwyer  
Class of 1981

It's like calling for the anti-Christ while sitting in St. Peter's."

Nobody wants to be a heavy in this affair. However (bet you knew that word was due to appear soon), we see problems even beyond the question of precedent. Since the "de-emphasis" of athletics in 1954, pursuits of the scholar have always come first. This grant by the EC seems to endorse replacement of the "scholar-athlete" with a subsidized "athlete-scholar."

Even more distressing is the unfair position in which the lacrosse team is being placed by both the athletic department and the EC. Funds were gained after a legion of promises were made by the athletic department — better performance in the early season, as well as improved chances in the NCAA tournament. Should these lofty goals be unfulfilled (for whatever reason), the team will be forced to bear the blame.

In short, the EC has spent half of their remaining "EC funding" for a project that will, at best, directly benefit a small segment of the student body...and one that could prove fruitless, leading to still greater resentment.

MGC  
PBP

Indeed, this letter is but one example of the widespread consternation on campus after the EC's precedent-shattering grant of \$1,000 to the lacrosse team. Most of us are reluctant to speak any ill words concerning Coach Emmer's champions — one EC member probably summed up the general consensus (unfair though it may be) when he called lacrosse "the only real sport at W&L." And several students with complaints suddenly became silent when we suggested they write a letter to the newspaper. "Sure I have objections," said one, "but how can you cut down the lacrosse team?"

### More on McCormick inconvenience

Forever quick to respond to student displeasure, the W&L administration issued the following statement — via the News Office — concerning the obstruction of traffic around the McCormick renovation project.

Hardly anyone has failed to notice, and comment on, the fencing-off of most of the area between the Co-op and Newcomb Hall. This is necessary so that the contractor may begin site preparation work on the McCormick renovation project, including installation of a drainage system and underground utility services, among other good and useful things. The fact is that not one square inch has been blocked off more than he absolutely needs, however — which is (or will quickly become) apparent even to the most casual of our many critical observers.

The point is to allow the entire project to proceed in the most efficient and economical way. Every other possibility would either add substantially to the cost of the project, or subtract from the contractor's capability of accomplishing the whole McCormick project as quickly as everyone wishes, or both.

For the duration, Mr. Parsons suggests that students and faculty who wish to get from the dorms of the gym area onto the Front Campus choose one or the other of the following alternatives:

1. Those who can read and write may wish to cut through the Bookstore and go out the Co-op door.

2. Others, including dullards and those who believe the University's purpose is to inflict maximum inconvenience on them personally, are invited to go between the dorm and the Bookstore, by the dumpsters.

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THE RING-TUM PHI

# Sports

## Swimmers now 2-6 after dunking VMI

by Ed Taylor

This past Saturday the W&L swimming team split two meets and now has a 2-6 win-loss record for the season. Thanks to some outstanding individual performances, W&L defeated VMI 75-39, but lost to Old Dominion 62-50. With only one meet left in the regular season, Coach Bill Stearns is now "tapering" his swimmers for post-season competition.

In Saturday's meet Chip Hoke won the 1000 free in 10:09.70, placing him fourth in the nation in Division III. Other winners for W & L included diver Jay Diesing who was victorious in both the one and three meter diving events against VMI and ODU with scores of 225.85 and 199.65. Also, Keith Romich in the 200 free (1:47.09), and Bob Newcomb in the 100 free (49.80) finished first in both meets. In addition, the 400 free relay team, consisting of Newcomb, Hoke, Herb Gressons and Mike Bernot, won in a time of 3:23.40.

Asked why the team is having so much trouble this year when last year they were one of the best teams in Division III, Coach Stearns pointed out that, obviously, the losses of John Hudson, a 17-time All-American, and David Kent, a holder of three state records, certainly hurt this year's squad. However, Stearns also cited two other interesting points. First, before the swimming season began, many of the swimmers were on a successful water polo team. In fact, one week before the first swim meet, the water polo team was at the Easterns competing against some top Division I teams. Second, many of the schools that W&L swam against this year were Division I teams, which of course, give scholarships. Therefore, the won-lost record suffered but the experience gained from the stiff competition showed some pro-

fit. As a result, the tough schedule should pay off for the swimmers in the up-coming state and national meets.

This Saturday, the swimmers conclude their dual meet season (continued on page 24).



Pete "Frog Farrell" displays dribbling skills in an 84-67 win over Eastern Mennonite.

## Generals romp 84-67; end up 7-3 in ODAC

by Bill Whalen

The Washington and Lee Generals ended the 1978-79 home season last Tuesday night with a convincing 84-67 win over Eastern Mennonite at the Warner Center. The Generals, who now stand at 16-7 overall, finished with a 10-5 home court record and also finished with a 7-3 ODAC record, after an 0-3 start in the conference.

Tuesday night's hero did not play in the game, however. He

was inside Coach Verne Canfield's mind. The real secret to the Generals' latest winning streak (now at three games) is Canfield's arduous practices. Following the 75-63 loss to Randolph-Macon on Feb. 3, the coach has "gone back to the basic of defense." And the results have been devastating. In the last three games, the scores have been 89-53, 82-72 and Tuesday night's 84-67.

Tuesday night's game was a

typical W&L game, reminiscent of the way the Generals have played all year long. The Generals could not get untracked in the first half as the took early leads of no more than six points. E-MC came back to tie the score at 33, but W&L pulled away to a 43-37 halftime lead.

In the second half, after they had received their usual halftime chewing out, the Generals played like a different team. W&L put on a spurt of six straight points to break open a 48-45 game into a 54-45 lead. From this point, with Ardie Collins and Tom Jeffries dominating the defensive boards with a combination of blocked shots and rebounds, the Generals pulled away to a lead of 76-61. With Carby Hoy and Dave Leunig hitting on long jumpers, Jeffries and R.J. Scaggs filling in the middle, and Mike Wenke and Pete Farrell handing out assists, E-MC never stood a chance.

Still, Canfield was not totally pleased with the performance. "I'd like to get two good halves out of these guys," said the coach. "In the first half we have been using our pressure defense, and by the second half it wears the opponent down. This was true against Eastern Mennonite."

Leading the Generals were Hoy with 22 points while Farrell and Jeffries each chipped in 12. Leunig added 11.

The Generals ended up with a 7-3 ODAC mark and now can finish no worse than third in the conference. Two weekends from now, on Friday night, Feb. 23, W&L will likely face Lynchburg in an ODAC tournament semifinal match. As usual, this means that Lynchburg has been making a big deal out of having to play W&L. The Lynchburg University newspaper has already likened Coach Canfield to Woody Hayes. But, as Canfield reassures us — "considering the source of the material, it doesn't matter what is said. They think we make a special fuss over playing Lynchburg, but it doesn't matter that much to us. If they want to say anymore, they should look at the record. Eight wins in the last nine games is pretty convincing."

Considering the way that W&L has been playing, Lynchburg might regret being too boisterous. Maybe someone should get Lynchburg in touch with the Unknown Fans. If Lynchburg has to face the Generals in the Tournament, they will need all the help they can get!

## Grapplers Take Four Meets; Increase Record To 6-3

by Chris Sisto

As opposed to the previous troubles the Generals were having, the wrestling team now is enjoying new-found success. Last week's proof was four out of four away dual meet wins

that pushed their dual meet record to 6-3 and assured the Generals of their fifth consecutive winning season under Coach Gary Franke. Last Wednesday the Generals defeated ODAC member Hampden-Sydney 36-14 and Longwood College 42-10. Then over the weekend the Generals beat Davidson College on Friday 36-20 and Catawba 33-17 on Saturday.

The win against Sydney, which kept the Generals undefeated in ODAC, was never really close. Ed Rogers' 18-1 win at 158 secured the team victory. At the same time the Generals were wrestling Longwood and only two grapplers lost.

The match against Davidson was the closest of the four and, as Coach Franke explained, the Generals got some "breaks." "A turning point came when the

guy wrestling Hank Wall (126) was in a position to pin Hank but instead pinned himself." As there were at Davidson, six wrestlers for the Generals won at Catawba. Again Rogers was the deciding win for the Generals.

Three Generals were 4-0 last week. Hank Wall (126), Mike McFadden (150), and Rogers (158) were the undefeated wrestlers.

The last dual meet for the Generals was at home Wed. Feb. 14 against James Madison. The ODAC tournament is at Lynchburg Feb. 20. From there Coach Franke plans to bring Ray Gross, Mike McFadden, Ed Rogers, Dave Stoeffel, Tom Oxendine, and Dan Kniffen to the NCAA Division III Qualifying Tournament at Mansfield, Pa. on Feb. 23-24.



Swimmers are poised for next race in last Saturday's meet at Warner Center against VMI. photo by Frank Jones

Read  
RtP  
Sports

# Tennis team faces 'one of toughest schedules ever'

by Nat Lovell

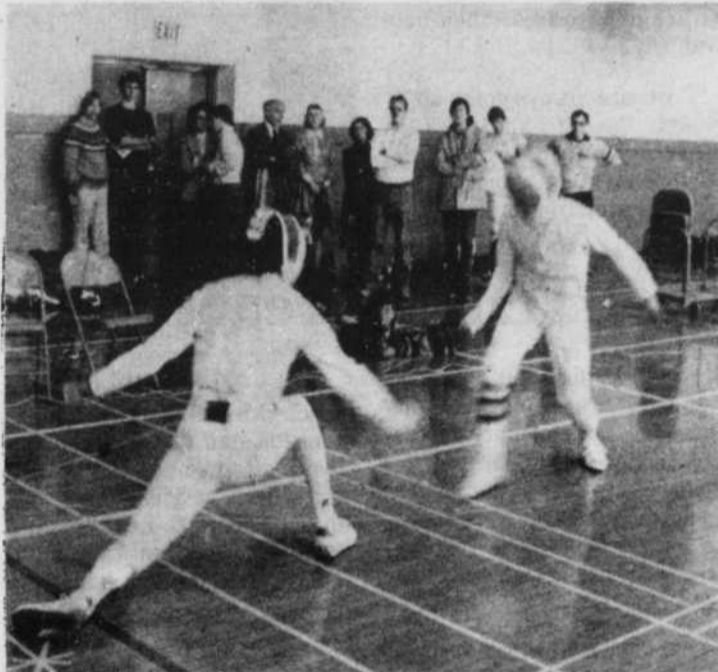
Though the Washington and Lee tennis team has lost three starting players, for various reasons, and will be facing a very tough schedule this spring, first year Coach Gary Franke is confident that the team will perform well.

The loss of last year's All-American Ben Johns will especially hurt the team, but this year's group of freshmen will undoubtedly help fill in the gap. With returning junior All-American and Captain Stewart Jackson and lettermen David Constine, Pat Norris (both juniors) Doug Gaker and Robert Shuler (both sophomores), the team's major strength will be its depth. A probable lineup consists of Jackson at number one singles, freshman Shaw Cranfield at number two singles, Gaker at three, and a scramble for the remaining three positions between Shuler, Constine, freshman Wes Yonge, and stand-out double player Pat Norris.

A wrestler at heart, Coach Franke has applied his conditioning expertise to the tennis team and seems determined to whip the players into top shape. They will need all the stamina they can build up for what Coach Franke calls "one of the toughest schedules ever." Washington and Lee annually faces some of the sternest com-

petition available for a Division III school, including several matches with Division I powerhouses. The team's Texas trip features their toughest games. The Generals will meet the University of Texas, the University of Dallas, and top-ten Division I school Texas Christian University. The team's success is not to be measured by the number of victories over such schools as these, for they will be decidedly underdogged in these matches. Instead, it is hoped that the

large amount of stiff competition will prepare them for the ultimate year end goal of capturing the Division III National Championships. Washington and Lee has finished second in these championships two years running. W&L is also a member of the Old Dominion Athletic Conference in tennis though matches between the Generals and ODAC teams invariably have a history of being romps in W&L's favor. The Generals have never lost an ODAC match.



JMU's fencers did not show up in Saturday's match against W&L. Here two General fencers play with each other.

# Baseball team seeks return to respectability

by Warren Crowds

As Washington and Lee's baseball squad enters its fourth week of indoor practice sessions, interim coach Chuck Kroll (Coach Lyles is on sabbatical) is optimistic about his team's chances this spring. Kroll says the players have forgotten about the Generals' dismal performance in 1978 and are looking forward to the new season. "We are going to turn a few heads around here and play some good, aggressive baseball," said Kroll.

Kroll may have good reason to be optimistic. Nearly all of last year's starter- including co-captains Dan Kingman and Rich Wiles, are back this year. Other returnees are infielders Mike Busbey, John Stagmaier and Doug Hassinger, outfielders Don Swagart and Chuck D'Auria, as well as the ace of last season's pitching staff, Chip Chiles.

In addition to this nucleus of veterans, Knoll has no less than fifteen freshmen trying out for the squad. Kroll hopes the rookies will infuse a healthy atmosphere of competition into the Generals' training program. The Generals' new coach maintains that none of last year's regulars are guaranteed of receiving a starting job. Being new to Washington and Lee, Kroll will judge his players on

the basis of their performance this spring, not by past records.

Kroll intends to do much of his evaluating in Florida over February break, when the team will have a spring training camp in the Orlando area. It is difficult to judge players on the basis of indoor performance. Kroll feels he will have a much better idea of who his best

players are after seeing the team perform on the baseball diamond. The trip to Florida could also help the Generals get a jump on their competition in the early stages of the upcoming season.

Coach Knoll says that one of his team's greatest challenges

(continued on page 24)

# Indoor track has first meet of year

by Greg Branan

Despite taking two first places in last Saturday's indoor track meet at Lynchburg College, Washington and Lee placed fourth out of five teams in the final tally.

Lynchburg won the meet with 72 points followed by Bridgewater-68, Davidson-58, W&L-48, and Roanoke-28.

Instrumental in both first place finishes was tri-captain Jack Norberg who won the 440 yard run and was a member of the winning mile relay team. Other members of the relay team were Ron Calkins, Randy Austin and Dave Cordell. Norberg also placed second in the 60 yard dash.

Coach Norris Aldridge indicated that he was "disappointed because the team didn't perform up to its caliber." He did feel that "overall, the team performed well for the first

meet."

The weak points proved to be the distance runs, due to "inexperience and depth." However, according to Aldridge, "there is potential." As expected the strong points were the sprints while the weight and jumping events had performed better in the past.

Others who performed well were Russ Rector in the high hurdles and high jump, Bob Campbell who pole vaulted his best height ever and Chris Leiser who ran well in the 60 yard dash.

Coach Aldridge noted that "Davidson hurt us more than the other teams (did)." In looking forward to the only other meet of the season, the ODAC Championships on February 24, Aldridge added, "We have a chance to win but we'll have to do well in all events."

# Squash club in need of funds

by Ed Taylor

Washington and Lee's recently formed Squash Club won its first match last weekend, defeating the Roanoke Squash Club 10-0.

"This is no fly-by-night club," said club president Dee Keesler, a junior, of the 48 member organization. "But we really don't have the facilities to accommodate all those individuals."

Keesler said the group is planning a tournament with squash clubs in Lynchburg and Charlottesville. Two more matches for March have already been planned with the Roanoke club.

Keesler said his group is interested in converting the two handball courts in the gym, that are not regulation size, into combination squash-racketball

courts because there are now "insufficient facilities for squash and racketball at W&L," he said.

The cost is a deterrent, however, as the courts would cost \$7,500 each to panel with wood and make usable for squash and racketball.

"The money involved is awesome (\$15,000)," Keesler said. "I think it's kind of out of our scope right now to raise that much money."

He said that he would be talking to the "proper administration officials" in the future about the possibility of funding the remodeling project.

"We want to follow the same route as the water polo team and hopefully become an NCAA sport," Keesler said, "but that's not possible without the proper facilities."

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# Mull purchases R.E. Lee

(continued from page 1)

The leases for the stores run on a month to month system with a six month notice before termination. The beauty parlor renewed its five year lease on June 1, 1976.

Mull is a restaurant owner who also rents apartments above his College Inn. He has big plans for his new property on Main Street and has already started to put his plan in action.

"It is something over the years I've been looking at," says Mull while running the cash register in his restaurant. "Some tell you you are bananas," he adds, "and some tell you of the positive aspects. You get lots of encouragement and discouragement. I don't know why someone has not bought it yet," remarks Mull.

"Some feel that the tremendous financial outlay is too much of a risk. It has completely turned them off," he adds. "I'm not wealthy by any stretch of the imagination so I'll have to work twice as hard. I personally see a return on the investment though."

"For now I don't see any immediate changes," Mull says with regard to the hotel. "I plan to fill it to capacity though and will make every effort humanly possible. I would like to start signing leases immediately."

"I'll be the first to admit that I'm in it for the money," says Mull, "and I'll be at it for 10 to 20 years more."

"I can tell you though that I see the rents going up at the hotel," finalizes Mull.

"One thing I will state is that there will be no restaurant in the vacant store, that I can assure you. There are too many restaurants in town now," said Mull.

"I have talked to four or five people who want to rent it but I can't divulge their names because I don't want to offend any of them," he adds. "The back dining room and upstairs

ball room are still in the talking stages."

"I have a lot of repairs to make," said Mull while boxing a small cheese pizza to go. "The structure itself is in good condition and it also has one of the best fire ratings in town," he adds.

"Removing the restaurant will get rid of one of the biggest hazards because that is where most of your fires start. Fire is the overriding concern of the landlord," states Mull. "I have always had a fear of it."

"The problem will come from the mechanical aspects, the plumbing, heating and electrical," Mull said. "That will need attention and necessary upkeep."

"The elevators are in fine shape and are inspected once a month by the company who installed them. They are on immediate call. If they get stuck between floors we also have keys to get the people out."

"Monday I'll go through the hotel and see what repairs have to be made," Mull said. "If any hazards exist, I'll get them corrected immediately."

"The parking lot will also need attention," said Mull. "There are a lot of potholes, and lines have to be painted for a parking system presently not done."

"My first priority though is to get those free parking signs down," said Mull. "I feel sure I'll charge for the parking."

Mull says that he hopes to have the hotel in operation by mid-August. "By that I mean safe, clean, livable conditions. I should be ready to go for the '79-'80 school year," he adds. "I've shown four rooms already."

"I have not met with the people that are living there but I will make a point to meet with each one individually and tell them that I am the new owner,"

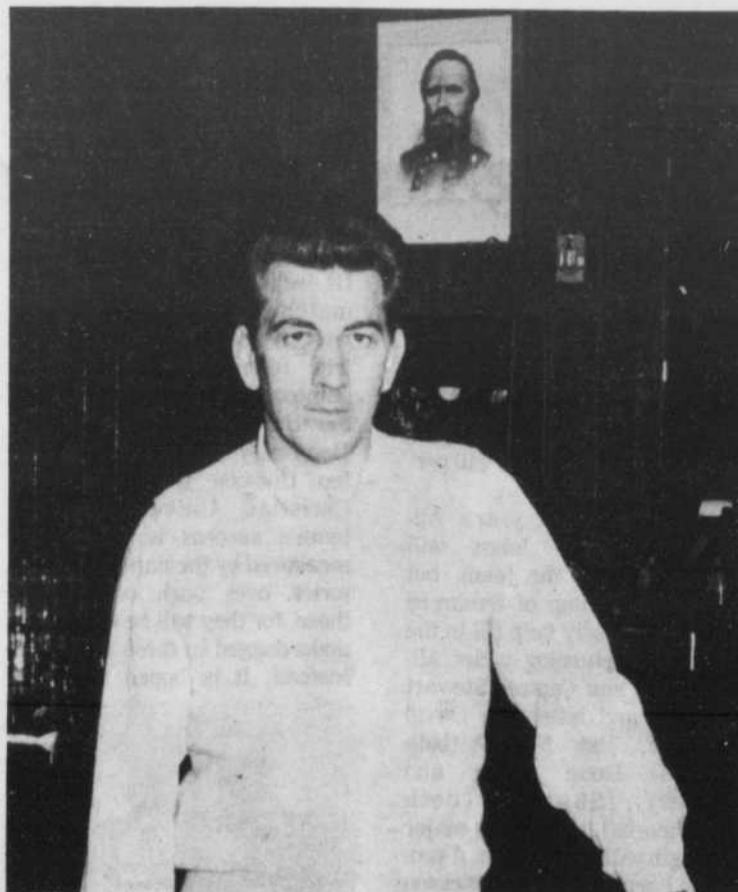
said Mull.

"I am a firm believer that everyone has different needs and different situations. Presently there are students living in the hotel on two floors and elderly people on another."

"The leases are not yet determined but they will be patterned after the ones I currently use at the College Inn," Mull said.

"The leases I use now are 10 month leases. I think they are the more workable leases," adds Mull. "For students, it gives them two weeks at the end to get everything out. No matter what your leases are though, you are going to adjust them accordingly."

"Costs are always going up," he adds, "and if I knew how to keep costs down, I'd be in Washington D. C., not here, solving the inflation problem."



Clyde Mull, proud new owner of the Robert E. Lee.

## Tenants react to hotel sale

by Joe Scott

Elderly residents of the Robert E. Lee Hotel are unsure and worried about their futures. Clyde Mull, new owner of the hotel complex since Feb. 9, has said there will be a rent increase but has not specified the amount.

Lucille Valentine has lived at the hotel for 10 years and says she "enjoys it very much." She lives on the sixth floor but would rather not reveal her room number because "there's no protection here. There is no one at the front desk," she says. "We've never had any trouble though with molesting or anything."

"Mr. Mull has not talked to me yet," she says referring to the rent increase. "I wouldn't like it though because I'm on a fixed income," she adds. "I wouldn't like it one bit." "I like it here," says Mrs. Valentine. "The boys (W&L students who live on another floor) are nice. When it last snowed they offered to go shopping for us."

"If the rent goes up, I couldn't stay here. I'd go to the poor house," Mrs. Valentine adds. "My income isn't going up any."

"I guess we'll have to find a place," says Dorothy Wilson, Lucille Valentine's sister. "At the moment I can't think of any place though," she adds. "It would have to be close by because we can't walk a lot. We couldn't afford a taxi."

"I like it here too," says Dorothy Wilson. "It's a very comfortable and convenient."

Mae Sue Donald has lived at the hotel for over four years. "I've enjoyed it. I've heard that he is going to" she adds, referring to the rent increase.

"I don't have anywhere else to go. I could afford it, but I need a job," says Donald. "I'd try and find another place but I hope it doesn't come to that."

"Mr. Mull has not seen me," Donald says, "I've seen him but he hasn't talked to me."

Still, Mr. Mull recently assured members of the Ring-tum Phi staff that he will make every effort to co-operate with the elderly residents currently in the Robert E. Lee. "forcing them out is certainly not in my plans," he said, and added, "I

intend to speak to them all as a group in the near future. But some adjustments must be made, as these residents have been paying rent figures which haven't kept up with the times for many years."

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**— Thanks —**

**Alvin-Dennis**

# Lack of Low Cost Housing

(continued from page 1)

allowance if tenants are required to pay their own utility bills. This would not put too much of a burden on tenants who live on welfare or other fixed income. But there isn't any space available in any of the rent-controlled complexes.

People have waited two years or more to get an apartment in the Mountain View Terrace Housing Project, said J.B. Lewis, one of the founders of the Rockbridge Housing Corporation, which owns the apartments.

People from anywhere within Rockbridge County, including Lexington and Buena Vista, may apply for a one, two, or three bedroom apartment there, Lewis said. The lowest rent for a one bedroom apartment is \$52.50, he said. The apartment complex contains 40 units in all.

The waiting list at Willow Springs is not as long, but people still wait up to a year to get an

apartment there, superintendent Robert Moore said.

The rents are about the same as in the Mountain View project, but the turnover is greater because Willow Springs has more than 90 units, Moore said. Willow Springs is designated as middle income housing.

Lexington House Apartments, the third rent-controlled project, has a waiting list "at least one-year long," manager Shirley Leech said.

Lexington House is restricted to senior citizens and disabled people. A disabled person with a family cannot live there, Leech said.

The project has 78 one-bedroom apartments, six of which are designed with low sinks, wide doors and other features which make life easier for disabled persons.

People who live in Rockbridge County may apply for a rental assistance program, which is also sponsored by the U.S. Department of

Housing and Urban Development, while they wait for a vacancy in one of these housing projects. People who live in rented houses, apartments or trailers, which meet certain standards can apply for the program, which will pay a portion of the rent, the program's director Don Johanning said.

In order to qualify for the rental assistance program the person must meet specific income guidelines and the place in which he lives must have heating and hot and cold running water.

The program, which has been in existence for about six months, has helped 21 of 60 applicants, Johanning said. The ones who were turned down either did not meet income guidelines or lived in sub-standard housing.

Residents of Lexington and Buena Vista are not covered by the rental assistance program, he said, but if someone from one of the cities applies for the program he may receive aid after he moves to the county.

Lexington City Manager John Doane said that the city council has never suggested applying for the federal rental assistance program.

Doane said he believes the housing situation in Lexington is no worse than in other cities.

Mike Lavitt is a reporter for WLUR.

# Huntley at IFC

(continued from page 1)

correct." Huntley told the gathered fraternity representatives that he had heard expressions of concern about W&L's fraternity system from the trustees, alumni, faculty, townspeople. "People express irritation at least, anger at worst, and sadness more often than not."

The areas which Huntley feels need improvement are "financial management, social conduct, and structural or house upkeep."

Asking for help, the university president requested that fraternity leaders "do what you can for the school in this field." Huntley stressed the point, "I don't know exactly what my role is, but the fraternities' role is more important."

As a long-time resident of the W&L community, Huntley has noticed a "slipping away of the fraternity establishment as I knew it."

"There was a time when fraternity life was a positive experience and provided reassurance in terms of roots, friendships, companionship, and the positive values in life," he said.

"In the days when I was a student here the fraternities were a positive influence against the negative values I have described here, rather than a hotbed to forment them."

Huntley stressed the importance of a fraternity during the "transition between boyhood and manhood." He added that fraternities were, at one time, a reservoir of positive values, not a place to shed all moral principles."

Suggesting a solution to the problem, Huntley said, "What we ought to do is create an environment in which positive values are instilled."

"If I am correct in my facts, a kind of unarticulated wish ex-

ists in the social life, and the quality of that life, a wish that it were better."

Stressing a sense of duty, Huntley told fraternity members, "You have an obligation to make it better." He asked for a response, even if it was that fraternity members were "insensitive" or "don't care."

Consistent with his emphasis on response from the fraternity men assembled, Huntley sat down at the end of his speech and seemed to be waiting for some response, but he only received applause.

Huntley rose again, and again stressed the need for a student-administration dialog in the future before he left the room.

As the meeting broke up, Huntley returned and began the communication that he hopes will lead to the rehabilitation of the fraternity system.

## Glee Club Tour Announced

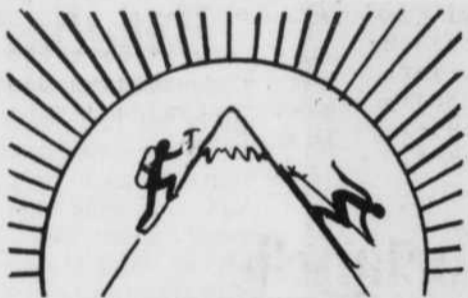
The Washington and Lee University Glee Club will leave Friday, Feb. 17, for a two-day visit to New Orleans — the high point of this year's winter concert tour.

The Glee Club, under the direction of Dr. Gordon Spice, will also present concerts in four Southeastern cities on the way to New Orleans'

The university's 40-voice group will perform at Meredith College, Raleigh, N.C., on Monday; at the Darlington School in Rome, Ga., on Tuesday; and at both the Galloway United Methodist Church and the Jackson Preparatory School in Jackson, Miss., on Wednesday.

The Glee Club will return to Lexington Feb. 25.

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## EC Plans

### Grade Review

### Discussion

by David Greer

The Student Body Executive Committee will meet Monday, Feb. 26, to discuss final proposals for the grade review plan.

The EC hopes that students will come to the meeting the first Monday after Mid-Winter break, and offer any suggestions before the final draft is sent to the faculty.

The meeting will be held at 6:30 p.m. in the EC room in the student center.

In other business, the Student Activities Board reported that it lost \$200 on their ski trip which was cancelled. The money was the initial deposit made for the trip.

When asked about possible bands for a spring concert the SAB said that they were looking into available bands and they had \$500 on deposit with a band agent in New York who has moved and left no forwarding address.

The Cold Check Committee said that it hopes to pay off a \$500 loan from the EC next month. It said that there is still a little over \$100 owed by students who have left the university.

Ring-tum Phi business manager Cove Geary said that the student newspaper is operating in the black with about \$3,000 in assets over liabilities.

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**Phineas:**

# Responding to criticism

Well, it's nice to know somebody reads my column. My Nielson ratings haven't been too high lately, and my editor was thinking of pre-empting me for re-runs of last year's editorials.

As for the implication that I only make intellectually based organizations targets for my witticisms, I believe that fraternities as a whole have received their fair share, and they don't exactly sit around discussing Emmanuel Kant. I have mentioned the Film Society once before in passing while the

fraternities have been pelted in the majority of my articles.

As formothers not loving snipers, my mother loves me (Don't you, Mom?), and I'd also like it noted that I have made a conscious effort to differentiate myself from last year's *The Nose Knows*. I don't butt into people's private affairs, and I rarely make fun of individuals.

As for my identity, you'd never believe it. Isn't that right Jimmy, Lois, and Mr. White? I can't come out of the closet; homosexuality is alright these

days, but bestiality just hasn't caught on yet.

A final thought: the new library will be sponsoring a Make Fun of the Handicapped Week in March. It's supposed to coincide with the Muscular Dystrophy Dance Marathon. Library staff will be featuring the elevators with Braille. Then there are the bathrooms that are thoughtfully equipped with mirrors that look down on the floor for those temporarily handicapped by alcohol who stagger into the library and crawl into the bathrooms on the way to relieving some of their pain. They can now look up at themselves and see how awful they appear. They'll swear they'll never do it again. Well, at least not until the next grain party.



Cyrus McCormick as a conehead? Another scene from last week's snowfall. photo by David Favrot

## Swimming

(continued from page 20)  
 against Virginia Commonwealth and UNC-Wilmington in Wilmington, N. C. Stearns pointed out that although UNC-W has only had a swimming team for two years, it has already put together a very competitive team.

After the meet in Wilmington, Stearns will bring his troops back to prepare for the Virginia

State Championships on February 22nd-24th in Blacksburg on the campus of Virginia Tech. Upon conclusion of this meet the team will turn its attention to duplicating its tenth place in the 1978 Division III national championships. This year the national competition will be held March 15-17th at the State University of New York at Genesea.

## Baseball

(continued from page 21)

will be the first weeks of the season, when the Generals play twelve games in only twenty days, including the home opener against West Virginia Tech on March 9. With a solid corps of veterans and plenty of new faces, the Generals should be an improved team this year.

## Sunbathers to request EC funds

by Jimmy Olson


W&L's Varsity Sunbathing Team announced plans yesterday to petition the Executive Committee for \$1,000 to fund a training trip to Florida this spring.

Zonker Harris, coach of W & L's sunbathing team said, "We need the time in Florida so that we can compete with the West Coast Beach Pack 10 Teams." He added, "Florida's climate will prepare us better than many of our Division III opponents who cannot afford the trip."

Harris foresees little problem in obtaining the money because the lacrosse team received the same amount from the E. C. last week.

Coach Harris added that the time spent in Florida will be used for training. "The team is already paying for their own essentials such as meals and suntan oil," Harris said. The team has also raised a considerable amount by selling Polaroid Shades and straw hats.

Harris deemed the trip essential with 90 percent of the team taking "the dig" during the spring semester. The other 10 percent, who are taking Total Theater, will remain in Florida an extra week to give the team the competitive edge, Harris said.



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