

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA HUMAN RELATIONS COMMISSION

Joyce M. Cates,  
Complainant

vs.

Thomas A. Taylor, individually and  
Thomas A. Taylor, Inc., Agent for  
Glendel Construction Company, Inc., and  
Hemming B. Fulmer, individually and  
Glendel Construction Company, Inc., Owner,  
Respondents

Docket No. H-873

Opinion, Including Findings of Fact,  
Conclusions of Law, Commission's  
Decision and Final Order

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A complaint was filed with the Pennsylvania Human Relations Commission (hereinafter referred to as "Commission") on April 22, 1967 by James L. Cates and Joyce M. Cates, Negroes, against Thomas A. Taylor, Inc., on the ground that Thomas A. Taylor, Inc., on or about April 21st, 1967, refused to show or rent an apartment located at Cameo Court Apartments, 400 South Chester Pike, Glenolden, Delaware County, Pennsylvania to the complainants because of their race, that being Negro, in violation of Section 5, Subsection (s) (h) (1) of the Pennsylvania Human Relations Act of October 27, 1955 P.L. 744 as amended. The complaint further stated that the unlawful discriminatory practice referred to was of a continuing nature which has persisted up to and including the present time.

On April 24, 1967 an amended complaint was filed on behalf of Joyce M. Cates, alone, against Thomas A. Taylor, Inc., Agent and Hemming B. Fulmer, individually and doing business as Glendel Construction Company.

The complaint was further amended at the time of the public hearing on Friday, June 23rd, 1967 by the addition of Thomas A. Taylor, individually as a respondent and correcting the name of the other respondents to read Hemming B. Fulmer, individually and Glendel Construction Company, Inc., Owner.

Investigation of the facts in the case resulted in a finding of probable cause to credit the allegations of the complaint and the Commission ordered a public hearing to be held on Friday, June 23rd, 1967 at 10 o'clock A.M. in the Radnor Township Administration Building, 301 Iven Avenue, Wayne, Delaware County, Pennsylvania.

The public hearing was conducted by Hearing Commissioners Joseph X. Yaffe, presiding; Dr. Robert Johnson Smith; and Rev. Arnold D. Nearn.

The case in support of the complaint was presented by Herman Steerman, Esq., Assistant General Counsel for the Commission. All of the respondents were in Court and the respondents Thomas A. Taylor and Hemming B. Fulmer testified.

Edward J. Morris, Esq., of the firm of Cosgrove and Morris, represented Thomas A. Taylor and Thomas A. Taylor, Inc., and John W. Welman, Esq. represented Hemming B. Fulmer and Glendel Construction Company, Inc.

At the close of the complainant's case, John W. Welman, Esq. on behalf of Hemming B. Fulmer, individually and Glendel Construction Company, Inc., moved that the complaint be dismissed for lack of evidence against his clients which motion was joined in by Herman Steerman, Esq., and which motion was granted by the Hearing Commissioners for the reason that there was no evidence that the respondents were guilty of any discriminatory practices. This dismissal was ratified by the Commission at its regular meeting held on June 27, 1967.

A motion to dismiss by Edward J. Morris, Esq. on behalf of Thomas A. Taylor and Thomas A. Taylor, Inc. was made which the Hearing Commissioners took under advisement and which is hereby dismissed.

The Hearing Commissioners took the testimony of the complainant and the respondent and of a number of witnesses called by the parties. Having observed all of the witnesses and having carefully considered all of the evidence given during the hearing, the Hearing Commissioners are of the opinion that the respondents Thomas A. Taylor and Thomas A. Taylor, Inc., did refuse to show an apartment to the complainant because of her race and did refuse to prepare a lease for the complainant and accept a deposit from the complainant and submit same to the owner for the owner's approval and therefore recommend that the Commission enter an order against the respondents, Thomas A. Taylor and Thomas A. Taylor, Inc., individually and jointly, requiring them to show the first available apartment in Cameo Court Apartments, 400 South Chester Pike, Glenolden, Delaware County, Pennsylvania to the complainant, Joyce M. Cates and if such apartment meets with her approval, to prepare a lease, accept a deposit therefore and submit same to the owner for the owner's approval.

The Hearing Commissioners make the following findings of fact and conclusions of law:

1. The complainant herein is Joyce M. Cates, a Negro, residing at 213 Maple Avenue, Horsham, Pennsylvania. She is the wife of Captain James L. Cates, a Negro, now a member of the armed services of the United States of America and presently engaged in active duty in Vietnam. They are the parents of a daughter two years of age.

2. At all times herein mentioned, the respondent Thomas A. Taylor was a licensed real estate broker authorized to transact business in the Commonwealth of Pennsylvania; having his office with the respondent Thomas A. Taylor, Inc., on the first floor of the Cameo Court Apartments, 400 South Chester Pike, Glenolden, Delaware County, Pennsylvania of which corporation Thomas A. Taylor was the president.

3. At all times herein mentioned the Cameo Court Apartments located at 400 South Chester Pike, Glenolden, Delaware County, Pennsylvania was owned by Glendel Construction Company, a Pennsylvania Corporation.

4. Cameo Court Apartments is an apartment house consisting of twelve two-bedroom apartment units and a real estate office on the first floor occupied by Thomas A. Taylor and Thomas A. Taylor, Inc.

5. Thomas A. Taylor, individually and Thomas A. Taylor, Inc. have rented apartments in the Cameo Court Apartments on behalf of Glendel Construction Company in the past but have never rented any apartment therein to a Negro.

6. Prior to April 21st, 1967, the complainant and her husband Captain James L. Cates and daughter resided at Fort Houston,

Virginia a United States Army Base where Captain Cates was stationed, when Captain Cates received orders to go to Vietnam.

7. The complainant thereupon attempted to secure housing accommodations for herself and daughter in Delaware County in order to live near her parents, Mr. and Mrs. Elmer A. Dent, 520 Oak Avenue, Glenolden, Delaware County, Pennsylvania during the time that her husband would be in Vietnam.

8. The complainant being unable to secure housing accommodations sought the assistance of the Fair Housing Council of Philadelphia which referred her to the Lansdowne-Upper Darby Fair Housing Council of which Mrs. Caroline Isard was a member and chairman and of which Mrs. Jane Smith and Mr. and Mrs. William Harold Henderson, Jr., were members.

9. The Lansdowne-Upper Darby Fair Housing Council is an independent volunteer organization composed of dues paying citizens whose purpose was to assist Negroes in obtaining housing accommodations in Delaware County.

10. Mrs. Cates, the complainant requested the assistance of the Lansdowne-Upper Darby Fair Housing Council and selected from a card index of apartments in the Glenolden area the Cameo Court Apartments, 400 South Chester Pike, Glenolden, Delaware County, Pennsylvania as an apartment house in which she desired to live.

11. On Thursday, April 20, 1967 at 4 P.M., William Harold Henderson, Jr., white, a member of the Lansdowne-Upper Darby Fair Housing Council telephoned the office of Thomas A. Taylor, Inc. located on the first floor of the Cameo Court Apartments and inquired whether a two-bedroom apartment was available and was advised by the

lady who answered the telephone that there was one available.

12. Mr. Henderson immediately communicated with Mrs. Caroline Isard, white, chairman of the Lansdowne-Upper Darby Fair Housing Council that a two-bedroom apartment was available at the Cameo Court Apartments.

13. On Friday, April 21, 1967 at 9 A.M., Mrs. Jane Smith, white, a member of the Lansdowne-Upper Darby Fair Housing Council, telephoned the office of the respondents Thomas A. Taylor and Thomas A. Taylor, Inc., to inquire whether a two-bedroom apartment was available and upon being informed by the lady who answered the telephone that there was, arranged an appointment to see the apartment at 12 noon on the same day.

14. On Friday, April 21st, 1967 shortly before noon, Mrs. Jane Smith kept her appointment to see the available apartment at the Cameo Court Apartments and was shown apartment 9-A of the Cameo Court Apartments, 400 South Chester Pike, Glenolden, Delaware County, Pennsylvania by the lady who was in charge of the office of Thomas A. Taylor and Thomas A. Taylor, Inc. located on the first floor of the Cameo Court Apartments. At the time the Apartment 9-A was vacant and unoccupied. The lady who showed her the apartment gave her the terms of rental and informed her that the apartment was available for occupancy as of June 1, 1967 and that a small deposit would hold the apartment until a lease was signed and that no rental application was required, Mrs. Smith did not place a deposit on the apartment.

15. Immediately thereafter, Mrs. Smith called Mrs. Isard and advised her that Apartment 9-A in the Cameo Court Apartments was available.

16. On Friday, April 21st, 1967 at 1:37 P.M., Mr. Henderson again called the office of the respondents Thomas A. Taylor and Thomas A. Taylor, Inc., by telephone and upon inquiry was told by the lady who answered the telephone that an apartment was still available whereupon he arranged an appointment for him and his wife to see the apartment at 7:30 P.M. on the evening of the same day.

17. On Friday, April 21st, 1967 at 2:15 P.M., the complainant, Joyce M. Cates, a Negro, accompanied by Mrs. Caroline Isard, a member and chairman of the Lansdowne-Upper Darby Fair Housing Council appeared at the office of Thomas A. Taylor and Thomas A. Taylor, Inc., on the first floor of the Cameo Court Apartments, the respondents, and were met by Mr. Taylor, in person, who informed them after they asked to rent an apartment that he had rented the available apartment about an hour ago and that at that time there was no apartment available for rental. He further told them that an apartment might become available in July.

18. Mrs. Cates asked to see the apartment or one similar to it and was told by Mr. Taylor that the apartments were occupied and that he would have to get permission of the tenants whereupon Mrs. Cates gave him her name and address and the telephone number of her mother with whom she was temporarily residing with the understanding that he would call her when he got permission for her to see the apartment.

19. At 4 P.M. on the same day, Friday, April 21st, 1967, Mrs. Smith again called the office of the respondents and inquired whether an apartment was still available and was advised that none was available, although an apartment was available.

20. At 7:30 P.M. on the evening of the same day, Mr. and Mrs. Henderson, Jr. called at the office of the respondents and were told by the man in charge of the office that he had no record of an appointment for them to see an apartment.

21. On Saturday, April 22nd, 1967 between the hours of 10 and 11 A.M., Mr. Henderson called the office of the respondents, Thomas A. Taylor and Thomas A. Taylor, Inc., and spoke to Thomas A. Taylor personally to whom he complained about the failure of his office to keep the appointment the evening before. On inquiring about the availability of an apartment he received a noncommittal reply from Mr. Taylor but was invited by Mr. Taylor to come down to his office at 1 P.M. where he thought something could be worked out.

22. At 1 P.M. Mr. and Mrs. Henderson met with Mr. Taylor at his office at the Cameo Court Apartments and were shown Apartment 9-A by Mr. Taylor as being available for occupancy on May 1, 1967. At the time the Apartment 9-A was vacant and unoccupied. Mr. Taylor told them that the rental of the apartment was \$125 per month and offered to then and there make up a lease for them to sign and that no application was necessary. Mr. Henderson told Mr. Taylor that he was not prepared to sign a lease at that time and Mr. Taylor agreed to hold the apartment for him until the following Tuesday upon receiving a \$10 deposit whereupon Mr. Henderson gave Mr. Taylor his check in the amount of \$10 made payable as per instructions from Mr. Taylor to H. Fulmer Company and received a receipt stating that the deposit was on Apartment 9-A of the Cameo Court Apartments which was being held until Tuesday, April 25th, 1967.



23. At the time of the placing of the deposit Mr. Taylor told Mr. Henderson that "one had to be careful and therefore I could understand that he could not tell me over the phone whether the apartment was available."

24. On Monday following, namely April 24th, 1967 at 10:30 A.M., the respondent Thomas A. Taylor was confronted in his office and that of Thomas A. Taylor, Inc., on the first floor of the Cameo Court Apartments by Mr. Henderson, Mrs. Cates, the complainant, and Mr. Vincent F. Rossi, a Field Representative of the Pennsylvania Human Relations Commission. Mr. Taylor was told by Mr. Henderson that he did not desire the apartment for himself but had followed this procedure to test whether the refusal of Mr. Taylor to show and rent the apartment to Mrs. Cates was valid and proper. Mr. Rossi asked Mr. Taylor to rent the apartment to Mrs. Cates since it was now available to her for rental. Mr. Taylor, however, refused claiming that a Mr. Doneghy who had placed a deposit of \$10 on the apartment on Friday, April 21st, 1967 with the understanding that it be held for him until Saturday had called him on the telephone on Sunday evening and expressed a desire for the apartment and that therefore the apartment was not available to Mrs. Cates.

25. Mr. Taylor admitted that when Mrs. Cates applied for a rental of an apartment he did not ask her for a deposit on a contingency basis as he had with Mr. Doneghy and Mr. Henderson and admitted further that he made no attempt to call her after the apartment had become available for rental.

26. Mr. Taylor admitted that Mrs. Cates had applied for the rental of an apartment before Mr. Henderson yet he took a deposit

on the apartment from Mr. Henderson and agreed to hold the apartment for him until Tuesday, April 25th, 1967.

27. The alleged acceptance of a deposit from Mr. Doneghy on April 21st, 1967 was a subterfuge on the part of Mr. Taylor to avoid renting Apartment 9-A to the complainant Mrs. Cates because of her race.

28. Mr. Taylor's refusal to show the Apartment 9-A to Mrs. Cates on April 21st, 1967 because he claimed that it was occupied was false and untrue since the apartment was vacant and unoccupied.

29. A Lease was not entered into with Mr. Doneghy until Wednesday, April 26th, 1967 and was entered into so as to avoid renting the apartment to Mrs. Cates.

30. The complainant, Joyce M. Cates, is a highly intelligent person, neat in her appearance, neat and conservative in her dress, soft and well spoken, of sufficient means and income to be able to afford an apartment in Cameo Court Apartments and would be a desirable and good tenant.

31. No valid or reasonable explanation was given by the respondents, Thomas A. Taylor and/or Thomas A. Taylor, Inc., for their refusal to show an apartment to Mrs. Cates on April 21st and on April 24th, 1967, and for their refusal to prepare a lease and accept a deposit for the apartment and submit same to the owner for the owner's approval; on the contrary, the respondents refused to

show, offer to prepare a lease and accept a deposit for the apartment from the complainant on April 21st, 1967 by using a subterfuge that the apartment was rented about an hour ago, when in fact at 1:37 P.M. of the same day, which was 48 minutes before Mrs. Cates asked to rent the apartment, Mr. Henderson was told that the apartment was still available, and on Monday, April 24th, 1967, when Mr. Henderson told Mr. Taylor that he did not want the apartment for himself, Mr. Taylor refused the request of Mr. Rossi for him to show the apartment to Mrs. Cates and prepare a lease and accept a deposit for the apartment and submit same to the owner for the owner's approval, because he felt obligated to offer it to Mr. Doneghy.

32. Apartment 9-A was available for inspection and rental to Mrs. Cates on April 21st, 1967 at 2:15 P.M. and on April 24th, 1967 at 10:30 A.M. and the refusal of the respondents Thomas A. Taylor and Thomas A. Taylor, Inc. to show the apartment to Mrs. Cates and prepare a lease and accept a deposit for the apartment and submit same to the owner for the owner's approval was solely because of her race, she being a Negro.

#### CONCLUSIONS OF LAW

1. At all times herein mentioned the respondents, Thomas A. Taylor and Thomas A. Taylor, Inc., were engaged in the real estate business with offices on the first floor of the Cameo Court Apartments, 400 South Chester Pike, Glenolden, Delaware County, Pennsylvania.

2. At all times herein mentioned, Thomas A. Taylor, the respondent, was a licensed real estate broker, authorized by the Commonwealth of Pennsylvania to transact real estate business in the Commonwealth of Pennsylvania and was president of Thomas A. Taylor, Inc.

3. Apartments located in the Cameo Court Apartments, 400 South Chester Pike, Glenolden, Delaware County, Pennsylvania, at all times herein mentioned were available to the general public and the said apartment building is therefore "commercial housing" within the meaning of that term as set forth in Section 4 (j) of the Pennsylvania Human Relations Act.

4. At all times herein mentioned the Commission had and still has jurisdiction over the subject matter of these proceedings and over the complainant and the respondents.

5. By refusing to show an apartment in the Cameo Court Apartments to the complainant, Joyce M. Cates, more particularly Apartment 9-A, under the guise that no apartment was available, when in fact Apartment 9-A was vacant and available to be shown to the complainant; the respondents Thomas A. Taylor and Thomas A. Taylor, Inc. have directly and/or indirectly, refused, denied and withheld commercial housing from the complainant, Joyce M. Cates, because of her race, being Negro.

6. By refusing to prepare a lease for an apartment in the Cameo Court Apartments for Mrs. Cates and to accept a deposit from Mrs. Cates for the rental of same and submit the said lease and deposit to the owner for the owner's approval, the respondents Thomas A. Taylor and Thomas A. Taylor, Inc. have directly and/or indirectly, refused,

denied and withheld commercial housing from the complainant, Joyce M. Cates, because of her race, being Negro.

7. On April 21st, 1967 and on April 24th, 1967 and at all times from said dates up to and including the present time, the respondents, Thomas A. Taylor and Thomas A. Taylor, Inc., have committed unlawful discriminatory practices in violation of Section 5 (h) (1) of the Pennsylvania Human Relations Act in that he, it or they have refused and still refuse to show commercial housing to the complainant, Joyce M. Cates and prepare a lease and accept a deposit from her and submit same to the owner for the owner's approval, because of her race.

8. The complaint and amended complaint were properly made, signed and filed in accordance with Section 9 of the Pennsylvania Human Relations Act.

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The Hearing Commissioners are unanimously of the opinion and therefore recommend that the Commission enter a cease and desist order against the respondents, Thomas A. Taylor and Thomas A. Taylor, Inc. in this case and that the Commission require the respondents to offer to show the first available apartment in Cameo Court Apartments, 400 South Chester Pike, Glenolden, Delaware County, Pennsylvania to the complainant, Joyce M. Cates, and if said apartments meets with her approval, to prepare a lease therefor and accept a deposit from her and submit same to the owner for the owner's approval.

This is a clear case of discrimination by the respondents. There is no doubt that the premises in question, namely Apartment 9-A, would have been rented promptly to the complainant had she been white.

The Hearing Commissioners were very favorably impressed with the testimony given by the complainant and her witnesses. On the other hand, the testimony of the respondent Thomas A. Taylor was unworthy of belief. He was evasive in his answers, and attempted to excuse his failure to show the apartment to the complainant and to prepare a lease and accept a deposit from her because he claimed it was not available whereas at the same time, he held the apartment open for inspection and available for rental to Mrs. Jane Smith, white, Mr. and Mrs. William Harold Henderson, Jr., white and Mr. John Doneghy, white. In fact, Mr. Taylor accepted a deposit from Mr. Henderson on April 22nd, 1967 for the rental of the apartment and agreed to hold the apartment for him until April 25th, 1967, and when on April 24th, 1967, was confronted by Mr. Henderson and Mrs. Cates accompanied by Mr. Vincent F. Rossi, a Field Representative of the Pennsylvania Human Relations Commission and told that Mr. Henderson was a tester for the Lansdowne-Upper Darby Fair Housing Council to test whether or not the refusal of Mr. Taylor to show or rent an apartment to Mrs. Cates was valid and proper and that Mr. Henderson did not want the apartment for himself, even then he refused to show the apartment to Mrs. Cates and prepare a lease and accept a deposit from her and submit same to the owner for the owner's approval, although requested to do so by Mr. Rossi.

There appears to be no logical reason for Mr. Taylor's refusal to show Apartment 9-A to the complainant and prepare a lease and accept a deposit from her and submit same to the owner for the owner's approval, other than the fact that she is a Negro, and would, if accepted, be the first Negro to occupy an apartment in the Cameo Court Apartments.

No valid or proper reason was given by Mr. Taylor for his refusal to either show the apartment to the complainant and/or prepare a lease and accept a deposit from her and submit same to the owner for the owner's approval.

It is quite clear that the complainant did not go to the office of the respondents to lease an apartment until it was first ascertained that an apartment was available for rental in Cameo Court Apartments.

She sought the help, aid and assistance of the Lansdowne-Upper Darby Fair Housing Council, having been referred to them by the Fair Housing Council of Philadelphia.

Her need for housing accommodations was urgent in view of the fact that her husband, a captain in the United States Army was ordered to Vietnam. The complainant and her daughter tried to locate suitable housing in Delaware County for a period of three weeks before resorting to the Fair Housing Council. The complainant wanted to live near her parents, Mr. and Mrs. Elmer A. Dent, 520 Oak Lane, Glenolden, Pennsylvania.

The Lansdowne-Upper Darby Fair Housing Council is an independent volunteer organization composed of dues paying citizens whose purpose was to assist Negroes in obtaining housing accommodations in Delaware County. Mrs. Caroline Isard was a member and chairman and Mrs. Jane Smith and Mr. and Mrs. Henderson were members.

When Mrs. Cates sought the aid of the Lansdowne-Upper Darby Fair Housing Council to secure housing accommodations for herself and daughter, she was given a list of apartment houses from which she selected the Cameo Court Apartments as a desirable place for her to live.

The Fair Housing Council sought to ascertain whether an apartment was available in Cameo Court Apartments.

Mr. William Harold Henderson, Jr., white a member of the Council, who testified before the Hearing Commissioners, testified that on Thursday, April 20th, 1967 at 4 P.M. he telephoned the offices of the respondents Thomas A. Taylor and Thomas A. Taylor, Inc., located on the first floor of the Cameo Court Apartments and was advised by the lady who answered the telephone that an apartment was available.

On Friday, April 21st, 1967 at 9 A.M., Mrs. Jane Smith, white, who also testified before the Hearing Commissioners, also a member of the Fair Housing Council, telephoned the office of the respondents and upon being informed by the lady who answered the telephone arranged an appointment to view the apartment at twelve noon of the same day.

Shortly before noon of the same day, Mrs. Smith kept the appointment and was shown Apartment 9-A, which at the time was vacant and unoccupied. She was told by the lady in charge of the office of the respondents the terms of rental and that the apartment would be available for occupancy on June 1st, 1967. She left at 12:30 P.M. and called Mr. Henderson and told him that the apartment was available.

At 1:37 P.M. on the same day, Mr. Henderson again telephoned the office of the respondents and upon being assured that an apartment was available made an appointment to view the apartment with his wife that evening at 7:30 P.M.

At 2:15 P.M. on the same day, Mrs. Cates, the complainant, accompanied by Mrs. Caroline Isard, white, the chairman of the Lansdowne-Upper Darby Fair Housing Council appeared at the office of the respondents and spoke to Mr. Thomas A. Taylor personally requesting



an apartment. Mr. Taylor told them that he had rented the last available apartment about an hour ago. Upon being asked when an apartment would be available, told them around July 1st. Mrs. Isard asked to see the apartment that was just rented or one like it and was told by Mr. Taylor that the apartments were occupied and that he would first have to secure the permission of the occupants. Mrs. Cates, the complainant, thereupon gave Mr. Henderson her name and address and the telephone number of her mother with whom she was staying temporarily and requested that he call her as soon as the permission to view the apartment was obtained. Mr. Taylor never called her but to the contrary told the Hearing Commissioners that he never made any effort to communicate with her.

At 4 P.M. of Friday, April 24th, 1967, Mrs. Smith again called the Taylors to inquire about the availability of an apartment and was at that time told by the lady answering the telephone that no apartment was available although, in fact, Apartment 9-A was available.

At 7:30 P.M., Mr. and Mrs. Henderson called to keep their appointment to view the apartment but were told by the man in charge of the office of the respondents that he had no knowledge of the appointment being made.

The following morning between 10 and 11 A.M. Mr. Henderson called and spoke to Mr. Thomas A. Taylor complaining to him about the failure of his office to keep the appointment and again inquired whether or not an apartment was available. Mr. Taylor refused to commit himself over the telephone but asked him to come down to his office at 1 P.M. saying "maybe something could be worked out."

At 1 P.M. that afternoon, on Saturday, April 22nd, 1967, Mr. and Mrs. Henderson met with Mr. Taylor at the office of the respondent on the first floor of the Cameo Court Apartments and were shown Apartment 9-A which was vacant and unoccupied. At that time, Mr. Taylor told Mr. Henderson that "one had to be careful therefore I could understand that he could not tell me over the telephone whether the apartment was available."

Mr. Taylor offered to rent the apartment to Mr. and Mrs. Henderson immediately advising them that the rent was \$125 per month for a one-year lease beginning May 1st, 1967 and started to prepare a lease but Mr. Henderson told him that he was not prepared to sign a lease at that time as he had to talk to his employer, whereupon Mr. Taylor told him that a \$10 deposit would secure the apartment for the Hendersons and that he would hold the apartment for them until Tuesday, April 25th, 1967. Mr. Henderson gave Mr. Taylor his check in the amount of \$10 made payable to H. Fulmer Company as instructed by Mr. Taylor and Mr. Taylor gave him a receipt which stated that the \$10 was a deposit on Apartment 9-A of Cameo Court Apartments and was being held until Tuesday.

On the Monday following, namely April 24th, 1967 at 10:30 A.M. Mrs. Cates, the complainant, accompanied by Mr. Henderson and Mr. Vincent F. Rossi, a Field Representative of the Pennsylvania Human Relations Commission met with Mr. Taylor at his office and confronted him with the fact that although he had refused to show or rent an apartment to Mrs. Cates under the excuse that there was none available, he did in fact show Apartment 9-A to Mr. Henderson and did accept a \$10 deposit from him agreeing to hold the apartment for him until Tuesday,

April 25th, 1967. Mr. Henderson informed Mr. Taylor that he did not want the apartment for himself but was acting as a tester to ascertain whether the refusal of Mr. Taylor to show or rent an apartment to Mrs. Cates was valid and proper. Mr. Rossi, thereupon, pointed out to Mr. Taylor that since Mr. Henderson did not want the apartment it became available to Mrs. Cates and asked Mr. Taylor to rent the apartment to Mrs. Cates. This Mr. Taylor refused to do on the alleged ground that he had taken a \$10 deposit from a Mr. John Doneghy on Friday, April 21st, 1967 contingent upon Mr. Doneghy signing a lease the next day, which was Saturday and that Mr. Doneghy had called him on the telephone on Sunday evening, April 23rd, and expressed a desire to rent the apartment and that he, Mr. Taylor, therefore felt obligated to Mr. Doneghy to give the apartment to him.

It is interesting to note that when Rev. Arnold D. Nearn, one of the Hearing Commissioners, questioned Mr. Taylor as to Mr. Taylor operating his business on a first come first served basis; Mr. Taylor admitted that Mrs. Cates came to see him first about an apartment before Mr. Henderson, yet he took a deposit from Mr. Henderson without making any effort to get in touch with Mrs. Cates and offering the apartment to her. The only conclusion that one can come to is that Mr. Taylor refused to either show or rent an apartment to Mrs. Cates was because she was a Negro.

The conclusion is therefore inescapable that the respondents Thomas A. Taylor and Thomas A. Taylor, Inc., had at all times rented to white tenants apartments in Cameo Court Apartments and that their refusal to show an apartment therein to the complainant and prepare a lease and accept a deposit from her and submit same to the owner for the owner's approval was solely because she was a Negro.

The excuses offered by Mr. Taylor were vague, evasive, unreasonable and unbelievable.

In the instant case as in all other cases of this type, the respondent has not admitted that the complainant's race was the motivating factor which caused him to refuse to show and/or rent an apartment to the complainant. But it cannot be expected that persons intent on violating the housing provisions of the Pennsylvania Human Relations Act will announce their purpose. This Commission has learned from a long list of cases that the true purpose and intent of a respondent must be deduced from inferences after reviewing all pertinent facts. Having carefully considered all such facts as testified to at the hearing, it is difficult for the Hearing Commissioners to accept the lame reasons advanced by the respondents for his or their refusal to either show the apartment to the complainant on April 21st and on April 24th, 1967 and prepare a lease and accept a deposit from her and submit same to the owner for the owner's approval and for his or their continued refusal to show the apartment to her at the present time and to prepare a lease and accept a deposit and submit same to the owner for the owner's approval. All of the facts in this case lead to the same conclusion that the respondents refusal is solely because they do not wish to have Negro tenants in the Cameo Court Apartments. It is therefore recommended that the Commission enter a cease and desist order against the respondents in this case requiring them to show the first available apartment in Cameo Court Apartments to the complainant, Joyce M. Cates, and if same meets with the approval of Mrs. Cates to prepare a lease and accept a deposit and submit same

to the owner for the owner's approval.

*Joseph X. Yaffe*  
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JOSEPH X. YAFFE, Presiding Commissioner

*Robert Johnson Smith*  
\_\_\_\_\_  
DR. ROBERT JOHNSON SMITH, Commissioner

*Arnold D. Nearn*  
\_\_\_\_\_  
REV. ARNOLD D. NEARN, Commissioner

COMMISSION'S DECISION

AND NOW, July 25th, 1967, upon the recommendation of the Hearing Commissioners and upon all the evidence at the public hearing of this case and in consideration of the Findings of Fact and Conclusions of Law, the Pennsylvania Human Relations Commission by a unanimous decision, finds and determines that the respondents, Thomas A. Taylor and Thomas A. Taylor, Inc., individually and jointly, committed unlawful discriminatory practices in violation of Section 5 (h) of the Pennsylvania Human Relations Act in that the respondents, individually and jointly refused and continue to refuse to show an apartment in Cameo Court Apartments, 400 South Chester Pike, Glenolden, Delaware County, Pennsylvania to Joyce M. Cates, and prepare a lease and accept a deposit from her and submit same to the owner for the owner's approval; because of the race of the complainant.

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA HUMAN RELATIONS COMMISSION

Joyce M. Cates,  
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vs.

Thomas A. Taylor, individually and  
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Glendel Construction Company, Inc.,  
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Docket No. H-873  
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FINAL ORDER

AND NOW, July 25th, 1967, upon consideration of the foregoing Findings of Fact, Conclusions of Law and Commission's Decision, and pursuant to Section 9 of the Pennsylvania Human Relations Act, it is hereby

ORDERED, by the Pennsylvania Human Relations Commission:

1. That the respondents, Thomas A. Taylor and Thomas A. Taylor, Inc., individually and jointly, their respective agents, representatives and employes, shall cease and desist from

a. Refusing to show an apartment in the Cameo Court Apartments, 400 South Chester Pike, Glenolden, Delaware County, Pennsylvania to the complainant, Joyce M. Cates, because of her race.

b. Refusing to prepare a lease for an apartment in the Cameo Court Apartments, 400 South Chester Pike, Glenolden, Delaware County, Pennsylvania on behalf of the complainant, Joyce M. Cates, and to accept a deposit thereon from her and submit same to the owner for the owner's approval.

c. Maintaining a policy of refusing to show and/or rent to Negroes because of their race, housing accommodations now or hereafter owned, built, managed or controlled by the respondents anywhere within the Commonwealth of Pennsylvania.

2. That the respondents shall take the following affirmative actions which in the judgment of the Commission will effectuate the purpose of the Pennsylvania Human Relations Act:

a. Offer to show the first available apartment in the Cameo Court Apartments, 400 South Chester Pike, Glenolden, Delaware County, Pennsylvania to Joyce M. Cates, the complainant, and if said apartment meets with her approval, to prepare a lease therefor and accept a deposit from her and submit same to the owner for the owner's approval.

b. Offer to show the first available apartment in the Cameo Court Apartments, 400 South Chester Pike, Glenolden, Delaware County, Pennsylvania, to Joyce M. Cates, the complainant and to give the said Joyce M. Cates the first opportunity to rent and occupy same for the term of one year at a monthly rental of One Hundred and Twenty-Five (\$125.00) by preparing a lease therefor and accepting a deposit for same and submitting same to the owner for the owner's approval.

c. Advise the Pennsylvania Human Relations Commission, in writing, at its office at No. 1401 Labor and Industry Building, Harrisburg, Pennsylvania, 17120, within five (5) days of the time that an apartment is available at the Cameo Court Apartments and that the respondents have offered to show the same to the complainant, Joyce M. Cates.

d. Issue to all agents, representatives and employes of the respondents written instructions previously approved by the



Commission, explaining the requirements and objectives of the Pennsylvania Human Relations Act and advising each such person of his individual responsibility for compliance with that Act and to make such compliance meaningful and effective. Copies of such instructions signed by the said persons individually and acknowledging receipt and understanding thereof shall be transmitted to the Commission by the respondents;

e. Post in every office of the respondents copies of the Commission's Fair Housing Posters, conspicuously displayed in accessible and well-lighted places where they may be observed by those seeking housing accommodations; and

f. Notify the Pennsylvania Human Relations Commission at its office at No. 1401 Labor and Industry Building, Harrisburg, Pennsylvania, 17120, in writing, within fifteen (15) days of the date of service of this Final Order as to the steps the respondents have taken or intend to take to comply with the provisions hereof.

Pennsylvania Human Relations Commission

By

\_\_\_\_\_  
Harry Boyer, Chairman

Attest:

\_\_\_\_\_  
Edward M. Green, Secretary