

The IMPERIAL NIGHT-HAWK



Settlement Reached Between Klan And Former Emperor Simmons

For the information of all Klansmen we give below and on following pages complete details of the settlement recently reached between the Knights of the Ku Klux Klan and former Emperor William Joseph Simmons.

By the agreement Colonel Simmons relinquishes all of his rights, titles and interests in the Knights of the Ku Klux Klan, resigning as Emperor thereof, and as a member of the organization, and obligates himself to refrain from participating in any other order which

would in any wise antagonize or interfere with the Knights of the Ku Klux Klan or the membership thereof.

The actual cash consideration involved was \$146,500. This amount was arrived at, as explained in the affidavit of Paul S. Etheridge, Imperial Klonsel, by computing the value of the annuity existing in favor of Colonel Simmons and payable at the rate of \$1,000 per month.

All documents in the case are quoted verbatim. The agreement follows:

THIS INDENTURE, made and entered into this first day of February, 1924, by and between William Joseph Simmons and his wife, Bessie Shine Simmons, both of the County of Fulton and State of Georgia, parties of the first part, and Knights of the Ku Klux Klan, Inc., a corporation under the laws of the State of Georgia, party of the second part, witnesseth:

WHEREAS, a certain suit was filed in the Superior Court of Fulton County, Georgia, which said suit is styled William Joseph Simmons versus H. W. Evans et al., being No. 56558, in equity, and

WHEREAS, an agreement was reached settling the said case, which said agreement is dated the 23rd day of April, 1923, and

WHEREAS, a decree was taken in the said suit by consent, said decree being dated the 7th day of May, 1923, and being signed by Honorable E. D. Thomas, one of the judges of the Superior Court, Atlanta Circuit, and

WHEREAS, in the said suit William Joseph Simmons asserted certain rights against the party of the second part and other persons, and in the aforementioned agreement of settlement, certain rights, privileges and benefits were conferred upon the said William Joseph Simmons and his wife, Bessie Shine Simmons, and

WHEREAS, the parties of the first part jointly and severally do now desire to make settlement of those rights, benefits and privileges, and each of the said parties of the first part does also desire to make settlement of all other rights, claims and demands of all kinds, of whatsoever nature, which he or she separately or jointly may have against the said party of the second part, its officers, agents, agencies or members, and

WHEREAS, the said party of the second part desires to purchase the aforementioned rights, benefits and

privileges of the parties of the first part, and each of them, and to make settlement of any claim which the said parties of the first part jointly or severally have against the said party of the second part, its officers, agents, members of agencies, of whatsoever kind,

NOW THEREFORE, for the purpose of carrying out the purposes hereinabove expressed and the other purposes herein expressed, and in consideration of the sum of Ten (\$10.00) dollars to each of the parties of the first part in hand paid by the party of the second part, and because of other good and valuable considerations to the parties of the first part in hand, paid by the party of the second part, the receipt and legal, equitable and moral sufficiency whereof are hereby acknowledged, the parties of the first part to hereby transfer, set over and assign unto the said party of the second part, all of the rights, privileges and benefits which they have or either of them has against the said party of the second part, its officers, agents, agencies and members, on account of the aforementioned agreement and decree, and especially on account of that part of the said agreement contained in paragraphs 10 and 11 thereof, as follows:

"(10). It is agreed that the Knights of the Ku Klux Klan, Inc., will buy from Colonel William Joseph Simmons the existing copyright and author's rights referred to in the decree, a copy of which is hereto attached, and will pay therefor to the said William Joseph Simmons the sum of one thousand (\$1,000.00) dollars per month as long as he shall live and thereafter the sum of one thousand (\$1,000.00) dollars a month to his wife, Bessie Shine Simmons, so long as she shall live, if she shall survive him, and said Simmons shall assign the same

to said Knights of the Ku Klux Klan, Inc.

"(11). On and after May 1, 1923, the salary of one thousand (\$1,000.00) dollars a month hitherto voted to the office of Emperor now held by said Colonel William Joseph Simmons shall cease, but nothing herein shall prevent the Klonsel or the Klonsel-vocation from hereafter paying such salary as they may see fit to pay to the office of Emperor, for services or for the creation of further rituals, literature, costumes and paraphernalia, intended for use inside the Order and the copyrights covering such future work shall be taken in the name of and be the property of the Knights of the Ku Klux Klan, Inc. And it is further agreed that the Klonsel or the Executive Committee thereof will furnish the Emperor such stenographic or clerical help as he may reasonably need without expense to him.

For the same consideration, the said parties of the first part do and each of them does, transfer, set over and assign to the said Knights of the Ku Klux Klan, Inc., the copyrights and author's rights referred to in the foregoing quotation, and the said William Joseph Simmons does surrender the right to any salary applicable to the office of Emperor, whether the same be back or future salary, and he does also surrender any right to stenographic or clerical help or any claim on account thereof, whether the same be past or future. And the said William Joseph Simmons does resign the office of Emperor of the said Knights of the Ku Klux Klan, Inc., and all other offices which he has with the said Klan, and the term "office" as here used shall be construed in its broad sense and shall include all connections with the said Klan.

For the considerations aforesaid, the parties of the first part do and

each of them does, hereby agree that they will not jointly or severally undertake the organization or the promotion of any order or organization which antagonizes the purposes and mission of the Knights of the Ku Klux Klan, Inc.

It is the purpose of the parties of the first part to end all connection with the Knights of the Ku Klux Klan, Inc., with its offices and its work, and to surrender all rights which they or either of them have, in connection with said Knights of the Ku Klux Klan, Inc. For this surrender, the party of the second part is paying a consideration to the parties of the first part, and this instrument shall be construed to be sufficient and efficient to work a severance of all relations between the said William Joseph Simmons and his wife, either or both of them, on the one part, and the said Knights of the Ku Klux Klan, Inc., on the other, and with its work and purposes and with its offices, and to end all rights which he or she has or may have in its property, whether the same be visible or invisible; and the said parties of the first part desire to convey to the party of the second part that good will which is incident to and grows out of any former connection of the said William Joseph Simmons with the said Order; and the said parties of the first part agree, and each of them does agree, to do nothing that will cloud the title and right of the Knights of the Ku Klux Klan, Inc., to any properties now or hereafter owned by it, visible or invisible; and they agree that the obligations of the parties of the first part, or either of them herein contained, may be enforced by injunction or restraining order, mandatory or otherwise, without proof of insolvency or any other ground for extraordinary relief. And the parties of the first part agree to dismiss, annul and satisfy and this instrument shall work the dismissal, annulment and satisfaction of all suits in equity or actions at law which they have or either of them has against any officer of the said Ku Klux Klan, Inc., wherever the same may be pending, in State Court or United States Court or elsewhere, whether the said suit be pending against the said persons because they are officers of the said Knights of the Ku Klux Klan, Inc., or otherwise.

In the construction of this instrument, the term "Knights of the Ku Klux Klan, Inc., shall include the incorporation and the organization

of its membership, wherever that inclusion is necessary or appropriate, to give full effect to the true intentment of this instrument.

IN WITNESS WHEREOF, the parties of the first part, being fully informed as to the contents of this instrument, have signed, sealed and delivered the same on the day the same bears date.

WILLIAM JOSEPH SIMMONS
BESSIE SHINE SIMMONS

Signed sealed and delivered in the presence of L. A. Walker.

(Seal) FRANK B. JONES
Notary Public, Fulton County, Ga.

STATE OF GEORGIA
FULTON COUNTY

Before me, the undersigned Notary Public, personally appeared William Joseph Simmons and his wife, Mrs. Bessie Shine Simmons, who acknowledge before me that being informed of the contents of the foregoing writing, they executed, and each of them did execute, the same voluntarily, for the purposes therein expressed.

Witness my hand and official signature at Atlanta, Georgia, this 1st day of February, 1924.

(Seal) FRANK B. JONES

Memorandum of Agreement

Between William Joseph Simmons, of the County of Fulton, party of the first part, and Knights of the Ku Klux Klan, Inc., party of the second part,

WHEREAS, party of the first part, with his wife, Mrs. Bessie Shine Simmons, has entered into a contract with the party of the second part, which is dated the first day of February, 1924, in which the parties of the first part convey to the party of the second part "that good will which is incident to and grows out of any former connection of the said William Joseph Simmons with the said Order," and

WHEREAS, it is desired to clarify this obligation, it is agreed that this shall be construed to include the agreement on the part of the said party of the first part not to organize or create any order or organization, or participate by himself or his authorized agents in the organization or creation of any order or organization, or to promote any order or organization already in existence, the purpose of which is to disorganize, disrupt or to in anywise interfere with or cause dis-

satisfaction among the membership of the Knights of the Ku Klux Klan, Inc., as an organization.

This shall be an addendum to and a part of the aforementioned contract dated February 1, 1924, and all rights and remedies specified for the enforcement thereof shall likewise apply to this writing.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and affixed his seal in duplicate, as of the first day of February, 1924.

WILLIAM JOSEPH SIMMONS

Signed, sealed and delivered in the presence of Wm. Hart Sibley.

(Seal) ALICE E. McDONALD
Notary Public, Fulton County, Ga.

Simmons' Resignation

Atlanta, Georgia, February 1, 1924.
To the Knights of the Ku Klux Klan, Inc.:

I, the undersigned, William Joseph Simmons, do hereby tender to you my resignation as Emperor of the Knights of the Ku Klux Klan, and surrender all rights, privileges and benefits attaching to said office; and I do likewise tender my resignation to any other office which I may hold in the Knights of the Ku Klux Klan, Inc., and do now release any of the offices in this writing mentioned and any rights, privileges and benefits appertaining thereto.

I do likewise hereby tender my resignation as a member of the Knights of the Ku Klux Klan, Inc.

In all this I resign and retire with that honor and dignity worthy of having founded and developed your great Order, and also with that honor and dignity which fittingly becomes one who has been the chief leader of two millions of knightly men, whose hearts perpetually beat with love for Country and faith in God.

WILLIAM JOSEPH SIMMONS

The foregoing resignation is accepted. This fourth day of February, 1924.

H. W. EVANS
Imperial Wizard of the Knights of the Ku Klux Klan, Inc.

Power of Attorney

To W. W. Banks,
Atlanta, Georgia.

You are hereby directed to deliver over to the Knights of the Ku Klux Klan, Inc., the contract exe-

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Settlement Reached Between Klan And Former Emperor Simmons

(Continued from page three)

cuted by William Joseph Simmons and Mrs. Bessie Shine Simmons, dated the first day of February, 1924, and heretofore placed in your hands for purpose of delivery. You will make this delivery upon the written order of Frances Realty Company, acting through its president, and the signature of the said company, by its president, shall be your sufficient authority for such delivery. Delivery to the attorney, or treasurer, of said Knights of the Ku Klux Klan, Inc., shall be sufficient.

This the 8th day of February, 1924.

WILLIAM JOSEPH SIMMONS
BESSIE SHINE SIMMONS

To W. W. Banks,
Atlanta, Georgia.

In pursuance of the foregoing authority from William Joseph Simmons and Mrs. Bessie Shine Simmons, you are authorized and directed to deliver the contract referred to in the foregoing writing to the Knights of the Ku Klux Klan, Inc., and delivery to the attorney, or treasurer, of said Knights of the Ku Klux Klan, Inc., shall be sufficient.

This the 9th day of February, 1924.

FRANCES REALTY COMPANY
By Amos W. Braselton,
President.

Received of W. W. Banks the contract referred to in the foregoing writing.

This the 9th day of February, 1924.

THE KNIGHTS OF THE
KU KLUX KLAN, INC.
By Paul S. Etheridge.

Affidavit of Amos W. Braselton

STATE OF GEORGIA)
COUNTY OF FULTON)

Personally appeared before the undersigned Notary Public in and for said County, Amos W. Braselton who being duly sworn deposes and says as follows:

Affiant is President of Frances Realty Company. On the first day of February, 1924, William Joseph Simmons and his wife executed to that company an option authorizing it or its assigns to buy or sell a certain contract dated the same date

between themselves and the Knights of the Ku Klux Klan, Inc., in which they surrendered their rights against the Klan under a contract of settlement which had been previously entered into on or about April 23, 1923, and their rights under a decree of the Superior Court of Fulton County, entered in May, 1923, and in which Colonel Simmons resigned his offices and membership in the Klan and conveyed to the Klan all of his "rights, interests, privileges, offices and benefits in, to and from the Knights of the Ku Klux Klan, Inc., a corporation on any account whatsoever."

On the second day of February, 1924, deponent submitted this contract to Dr. H. W. Evans, the Imperial Wizard of the Ku Klux Klan, Inc., and to the Kloneilium, then in session at Raleigh, North Carolina. A proposition was made to the effect that the Klan would pay one hundred forty-six thousand five hundred (\$146,500.00) dollars for the aforementioned contract, one thousand (\$1,000.00) dollars of which was to be paid by the February installment due to Colonel Simmons under the aforementioned contract, and one hundred forty-five thousand five hundred (\$145,500.00) dollars to be paid in cash.

Deponent returned to Atlanta and found that Colonel Simmons desired to modify the terms of the agreement between himself and the Frances Realty Company, and certain changes in said agreement were made between Colonel Simmons and affiant, which in nowise affected the contract between Colonel Simmons and the Knights of the Ku Klux Klan; and after arranging all details between Colonel Simmons and this affiant as to the disposition of the funds, compensation to this affiant, etc., the contract as presented by affiant to the Knights of the Ku Klux Klan and accepted by them, after amendment as appears as an addendum to the contract duly signed by William Joseph Simmons, the same was delivered to Paul S. Etheridge, attorney for the Knights of the Ku Klux Klan, and this affiant received the consideration therefor in the sum of one hundred forty-six thousand five hundred (\$146,500.00) dollars, less

one thousand (\$1,000.00) dollars which had been paid to Colonel Simmons on February 1, 1924. This affiant received the remainder of the purchase price, to-wit, one hundred forty-five thousand five hundred (\$145,500.00) dollars, in two checks drawn by the Knights of the Ku Klux Klan, Inc., on the Citizens & Southern Bank, Atlanta, Georgia, both payable to the order of Frances Realty Company, one being No. 104 for ninety-five thousand five hundred (\$95,500.00) dollars, and the other No. 105 for the sum of fifty thousand (\$50,000.00) dollars. After receiving the proceeds of said transaction this affiant went to Colonel Simmons and in the presence of his personal counsel and chief of staff this affiant made settlement with Colonel Simmons upon the terms of the sale contract between Colonel Simmons and this affiant in which sale contract the Knights of the Ku Klux Klan was in nowise interested or concerned.

AMOS W. BRASELTON

Sworn to and subscribed before me this 15th day of February, 1924.

ALICE E. McDONALD
Notary Public, Fulton County, Ga.

Affidavit of Paul S. Etheridge

STATE OF GEORGIA)
COUNTY OF FULTON)

Personally appeared before the undersigned Notary Public in and for said County, Paul S. Etheridge who being duly sworn deposes and says as follows:

This affiant acted as attorney for and on behalf of the Knights of the Ku Klux Klan in the matter of the closing of the deal whereby Colonel William Joseph Simmons sold to the said Knights of the Ku Klux Klan all of his right, title and interest in the Order, resigning as Emperor thereof, and as a member of the organization, and obligating himself to refrain from participating in any other order which would in anywise antagonize or interfere with the Knights of the Ku Klux Klan or the membership thereof.

Affiant was present when Amos W. Braselton presented the proposition from Colonel William Joseph Simmons duly signed by him and by his wife, and dated February 1, 1924; same was presented by said Braselton to the Imperial Kloneilium then in session at Raleigh, North Carolina.

Klannishness

Klan-ishness is a life fundamental. It is the act of self-preservation. We owe all we have in a material way to our form of government. What we are, is due to our government. Because of its principles, it is what it is. Because of their ideals, our fathers made the government what it is. There is more in government than mere politics. Unless government be based on principle, and begotten by an ideal, it will not sufficiently protect the lives and property entrusted to it. Government is social, having to do with society.

Our American form of government is idealistic. This idealism exists, not in chattels nor material property, but in human lives, in their hearts and in their minds. It is a government with a soul. It is on a spiritual plane, and can best be appreciated by one who believes in the ideals it incorporates. To any one else, it is as a foreign tongue. It takes an American with an American's ideal, to understand and to appreciate the American governmental principle. Outsiders see only the exterior, and that, too often, is measured by personal greed. Not understanding the American ideal, they on the outside cannot, of a truth, visualize Americanism. Their angle of vision is different. They live on a different plane.

These ideals which make for the superiority of our government, are in the lives of those who go to make up that which is called American. To insure the continuance of these ideals, the lives of those holding them must be continued. This means protection. It means support. It means sympathy. Klan-ishness insures the continuance of an ideal by supporting the one whose life incorporates that ideal. Klan-ishness is the investment in the living exponents of the principles or the ideals which we espouse. These exponents are people. To support them in business and in other ways is to insure their life. To maintain their life is to maintain the ideal which they incorporate.

Therefore, it is the logical duty of every American to support those who believe in the principles of Americanism. Only in this way can Americanism be safeguarded, and its continuance be vouchsafed—Contributed.

The said proposition in contract form, duly signed, is the one that was finally delivered to this affiant for the Knights of the Ku Klux Klan, with the addition of an addendum which this affiant dictated, and which appears duly signed as a part of the contract aforesaid. Neither this affiant nor any other member of the Kloneilium came in contact with Colonel Simmons personally during any of the negotiations; but dealt with him through his agent, Amos W. Braselton, president and representative of the Frances Realty Company. Neither this affiant, nor, to the best of his knowledge any other member of the Kloneilium had any knowledge of the basis on which Mr. Braselton was dealing with Colonel Simmons as between the two of them. The proposition came from Colonel Simmons, duly executed, with the price to be paid not expressed, but with the statement in the contract that the same was based upon a good and sufficient consideration. When asked what consideration was required Mr. Braselton at first insisted upon two hundred twenty-five thousand (\$225,000.00) dollars. This was by the Kloneilium declined, and an agreement was reached whereby the amount should be ascertained by computing the value of the annuity existing in favor of Colonel Simmons and payable one thousand (\$1,000.00) dollars per month.

A calculation according to insurance mortality tables showed the value of the annuity contract to be one hundred forty-six thousand five hundred (\$146,500.00) dollars, and the Kloneilium agreed to pay this amount, and this affiant was authorized to close the deal in Atlanta, Georgia, upon his return there. This affiant obtained from the Treasurer of the company one hundred forty-five thousand five hundred (\$145,500.00) dollars in two checks, one of ninety-five thousand five hundred (\$95,500.00) dollars and the other of fifty thousand (\$50,000.00) dollars, both made payable to Frances Realty Company; one thousand (\$1,000.00) dollars having been paid to Colonel Simmons February 1, 1924.

On the 9th day of February, 1924, Mr. Amos W. Braselton and his attorney, Mr. Robt. C. Alston, and Mr. W. W. Banks came to this affiant's office and said that they were ready to consummate the deal. Mr. W. W. Banks stated that he had no interest in the matter except that

he had been made the custodian of the contract by Colonel William Joseph Simmons and his wife Mrs. Bessie Shine Simmons, and that for and on their behalf he was ready to deliver the said contract to this affiant upon the written order of the Frances Realty Company. Whereupon, the said Banks produced the paper hereto attached signed by William Joseph Simmons and his wife Bessie Shine Simmons, directing him, the said Banks, to make delivery of the contract upon the written order of Frances Realty Company; and the said Banks also produced the written order to him signed by the Frances Realty Company by Amos W. Braselton, president. Whereupon this affiant receipted said paper and delivered the same to W. W. Banks and received from him the aforesaid contract, simultaneously delivering the two checks above referred to, to the Frances Realty Company acting by and through Amos W. Braselton, its president.

PAUL S. ETHERIDGE

Sworn to and subscribed before me this 14th day of February, 1924.

MRS. CARREL FOSTER
Notary Public, Fulton County, Ga.

Thomas R. Abbott Trust Fund

We acknowledge the following contributions to the Thomas R. Abbott Trust Fund for the week ending Saturday, February 16:

| | | |
|--------------------------|-----------------------------|-----------|
| Weirton Klan No. 44, | Realm of West Virginia..... | \$100.00 |
| Merryville Klan No. 40, | Realm of Louisiana..... | 15.00 |
| Grafton Provisional Klan | Realm of Vest Virginia..... | 15.00 |
| Mullinville Klan No. 89, | Realm of Kansas..... | 10.00 |
| Ben Barr Klan No. 7, | Woodland, Washington..... | 10.00 |
| Previously acknowl- | edged..... | 16,079.70 |

Total\$16,229.70

The United States is the only nation to follow the teachings of Christ in truth and freedom. In order to do its perfect work, it is necessary that this nation must be absolutely free from any and all meddling or evil influence or domination which would change our present Protestant form of government.

Canon City, Colorado, Klan Chartered; Large Class Naturalized



Charter night, January 26, 1924, Canon City Klan No. 21

Canon City Klan No. 21 of the Southern Province, Realm of Colorado, is now a chartered organization.

Last Saturday evening amid a gathering of Klansmen numbering thousands the charter was delivered. The meeting was held at the Swimming Pool in Canon City and was one of the largest and best of its kind ever held in the state. There were Klansmen in attendance from all sections of the state and some from Kansas, Oklahoma, Texas, Washington, Oregon, and other sections of the United States. Among the Klans represented at the meeting from the state were Florence, Pueblo, Colorado Springs, Denver, Trinidad, Walsenburg, La Junta, Rockford, Salida, Beuna Vista and several other cities.

The Canon City Klan has been a provisional organization for almost a year and has grown from a small handful of men to a size where it is now an organization of real strength in the community. There were some few over five hundred members of the Canon City Klan present at the meeting and at that time there was an extraordinarily large class naturalized into the local organization.

While the ceremonies were taking place a huge red and Fiery Cross illuminated the crest of the hill south of Ninth street and burned there unmolested for almost an hour

and carried with it the distinction of the symbolic purpose of the Klan, telling all who saw it and the others, two of which burned earlier in the evening on Main street, and the one that burned at the D. & R. G. depot, that the Klan and the principles for which the Klan stands would stay in Canon City and be part of its daily life for years to come.

Noted visitors and high officials of the Klan in Colorado were in attendance. The Grand Dragon of the state and other state officers were present at the meeting and conducted the charter ceremonies, and other officers told of the principles of the Klan. A brief summary of the forceful lectures that were made at the meeting is given here. The principles and policies of the Klan were outlined and then there was named the three groups of citizens who oppose the Klan. These three groups were given as, first: the lawless element of any given community, for they know the Klan stands for the enforcement of law and order through the duly constituted officials of the law and for the observance of law and order in addition. Second: those who are conscientiously opposed, due to their training, to all Protestant, Christian organizations and especially those that are secret in character. Third: those who are either uninformed or due to the propaganda of certain news agencies,

are misinformed regarding the motives and methods of the Klan.

Canon City Klan No. 21 stands one hundred per cent strong in support of faithful officers in their city, county, state and nation. They ask no special favors and expect none to be granted to those who oppose them. They intend to see to it that their municipal, state and federal laws are enforced to the limit. They say they have no time for individual or organized criminality in Canon City or in Fremont County and expect to make their laws so potent and their officers of the law so courageous through public sentiment that both law and officers will be a terror to offenders against the laws of our land.

Robe of 60's Worn by Georgia Klansman

Although many Southern Klans boast of members who were "original" Klansmen, Gainsville Klan, Realm of Georgia, believes that it has the only original member who still wears the robe he wore in the sixties, which was made for him by his wife, "a lady of the Knights of the Ku Klux Klan" of the sixties.

The daily press amuses itself and deceives the public by its idle tales of Ku Klux Klan doings.