

1926-006 Chancery Causes: E.
Isle of Wight County

L. Nelson vs Walter L. Warner et al

376

Other SURNAMES: [Windsor Farmers
Supply Company, Incorporated],
Barrett, [K.E. Barrett's Company],
Jenkins, Rhodes, Leathers

10/2
Helms

13 } Chauncy 376

Heaven

5/3 —
TERM 19 24 Filed

R. U. Edwards CLK.

S.C. Bond Copy

No.

Know all Men by These Presents: That we

A. S. Johnson,

principal ,

and

Fidelity and Deposit Company of Maryland, suret y ,

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Five Hundred

Dollars to the payment whereof well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

And as to this bond we hereby severally waive the benefit of our Homestead Exemption, and also any right, claim or privilege to discharge any liability arising hereunder to the said Commonwealth, or by virtue of the said office or trust for which this bond is given, with coupons detached from the bonds of this State.

In TESTIMONY WHEREOF, the said A. S. Johnson, principal ,

has hereto set his hand and affixed his seal;

and the said Fidelity and Deposit Company Of Maryland, suret y ,

by R. A. Edwards, , its duly authorized

agent and attorney in fact, has caused its corporate name and seal to be hereunto affixed, the said seal to be attested

by the signature of the said R. A. Edwards, , its said agent and attorney

in fact, this, the 3rd day of May A. D. 19 24

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound A. S. Johnson, who was by a decree entered by the Circuit Court of the County of Isle Of Wight, Virginia, on the 4th day of April 1924, appointed a Special Commissioner in the Chancery suit pending in said Court wherein E. L. Nelms is the complainant and Walter S. Weaver et als is the defendant, Docket No., 376.,

shall faithfully discharge the duties of his office or trust as such Special Commissioner,

, then the above obligation to be void, or else to remain in full force and virtue.

A. S. Johnson

[SEAL]

Fidelity and Deposit Company of Maryland,

By *R. A. Edwards* Attorney-in-Fact

By

Its duly authorized agent and attorney in fact.

Attest: *R. A. Edwards*

Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 3rd day of May 1924 this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

a copy,

Attest R. A. Edwards, Clerk.

R. A. Edwards Clerk.

Clerk's Office
of Isle of Wight County
Isle of Wight, Va.

R. A. Edwards, Clerk

Exhibit

January 16th, 1922.

This is to certify that we the undersigned judgment creditors of Walter S. Weaver were aware of a contract that existed between the said Walter Weaver and E. L. Nelms and do hereby state that we do not contend for any thing that will in any way effect E. L. Nelms suit now pending.

1/16/22

J. M. Jenkins
R. E. Barrett & Co.

will certify if necessary.

Exhibit X

This contract of bargain and sale made this 3rd day of March 1921 between Walter S. Weaver and Annie Weaver his wife of the county of Isle of Wight and state of Virginia of the first part and Earnest L. Nelms of the same county and state of the second part, Witnesseth:—

That the said parties of the first part in consideration of the sum of ~~Fourteen Hundred and Fifty (1450.00)~~ Dollars the receipt of Five (5.00) dollars of which is hereby acknowledged and the residue of which is to be paid on or before the thirty first day of ~~January~~ December 1921 without interest the said parties of the first part doth bargain and sell unto the said party of the second part all that certain piece or parcel of land situate in Windsor magisterial Dist in the county of Isle of Wight and state of Virginia containing sixty five acres more or less and bounded by the lands of E. W. White, O. E. Atkins, E. L. Nelms and the estate of Ben Ballard and the county road leading from Windsor to Isle of Wight C. H.

It is also a consideration of this contract that E. L. Nelms agrees to indorse a note for Three Hundred Dollars as surety with the said Walter S. Weaver and if said note is not paid when the residue of the purchase price of the above tract of land is paid then the said E. L. Nelms is hereby authorized to pay said note and deduct same from said residue.

The said party of the second part is to have immediate possession of said land and upon the payment of the residue as obligated above then the said parties of the first part covenants to give the said party of the second part a good and sufficient deed.

As witness our hands and seals this third day of March 1921.

State of Virginia, County of
Isle of Wight To wit:

I W. J. Rhodes a notary public

for county and state aforesaid,
do certify that Walter S. Weaver

Annie Weaver and E. L. Nelms

whose names are signed to the above
writing have acknowledged the same
before me in my county aforesaid.

the 3 day of March 1921

Walter S. Weaver

Seal

Annie Weaver

Seal

E. L. Nelms

Seal

W. J. Rhodes N.P.
my com expires Jan 1st 1924

VIRGINIA: Clerk's office of the Circuit Court of the County of
 Isle of Wight Jan 13, 1922, at 2 o'clock PM
 this deed was received and with the certificate annexed, admitted
 to record.

Teste R. A. Edwards Clerk.

By E. Kaywills

W. J.

W. S. Weaver
to
E. S. Helms

Virginia: Clerk's Office of the Circuit Court of
 the County of Isle of Wight

Jan 13th 1922
2:20 PM
 Recorded in D E No. 34 Page 34

State Tax,	-	-	-	\$	5.00
Clerk,	-	-	-	\$	1.50
Comr. Revenue	-	-	-	\$	0.00
Total	-	-	-	\$	6.50

EXAMINED AND VERIFIED

Mr. R. A. Edwards, Clerk of Circuit Court of Isle of Wight:

E. L. Nelms

v.

Walter S. Weaver, Annie Weaver, Windsor Farmers Supply Company,
Incorporated, K. E. Barrett and A. A. Barrett, trading as
K. E. Barrett and Company, J. W. Jenkins and R. A. Rhodes,

Issue summons in chancery for First January Rules, 1922.



Deposit of \$7.50 enclosed.

1
Memos 376

v {4

Weaver et al

Memo

12/31/21.

Burns memo

Ret. to 2 Jan Burns

Def made 10.00

Out of 200

Expd. 150
350

Part to debit 2.50
6.50

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

E. L. Nelms

v) Chancery. 376.

Walter S. Weaver et als.

This cause came on this day to be again heard upon the papers formerly read, and upon the report of A. S. Johnson, Special Commissioner, this day, by leave of court, filed, and to which there is no exception, and was argued by counsel:

And it appearing from said report that the said A. S. Johnson, special commissioner, has distributed the balance remaining in his hands, as shown by the report filed herein on the 7th. day of July, 1924, as follows:

Counsel fee allowed,	\$ 46.98
R. A. Edwards,	5.00
K. E. Barrett & Co.,	82.77
J. W. Jenkins,	20.40
R. A. Rhodes' administrator,	6.83,

the last three items mentioned being the pro-rata amounts due to the creditors to be applied upon judgments held by them against Walter S. Weaver, vouchers for which are attached to said report: Upon consideration whereof, it is adjudged, ordered and decreed that the said report be, and is, hereby, confirmed. And it is further adjudged, ordered and decreed that the Clerk of this Court note upon the judgments of the creditors named against the said Walter S. Weaver, the amounts paid them in this suit, after which he shall remove this suit from the docket, there remaining nothing further to be done herein.

— 14 —
Virginia: In the Circuit
Court of Isle of Wight Co.

E. L. Helms

v) Chancery. 376.

Walter S. Weaver et als.

Notes for decree.

To be entered Sept 7

1926.

Book 8
page 341

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

E. L. Nelms

v) Chancery. No. 376.

Walter S. Weaver et als.

This cause came on this day to be again heard upon the papers formerly read, and upon the report of A. S. Johnson, special commissioner, this day, by leave of court, filed, and to which report there is no exception, and was argued by counsel: And it appearing from said report that the said E. L. Nelms has paid to Bank of Windsor the deed of trust lien for nine hundred dollars, with the interest thereon from January 1st. 1922, the time he took possession of the tract of land in the Bill mentioned; that he has paid the said Bank of Windsor the three hundred dollar note mentioned in the contract of sale attached to the said bill; that he has collected from the said E. L. Nelms the sum of two hundred and forty five dollars, and accrued interest thereon amounting to thirty four dollars and sixty seven cents, five dollars having been paid on the purchase price of the said tract of land mentioned in the said contract and the bill of complaint, and out of which sum collected by the commissioner has been paid the following items, to-wit:

To R. A. Edwards, Clerk, writ tax, clerk fees and taxed attorney fee,	31.50
To C. F. Joyner, Deputy Sheriff, for serving processes,	2.50
To R. A. Edwards, Commissioner in Chancery, fee,	15.00
To R. A. Edwards, Agent, premium on special commissioner's bond,	2.50
Paid Suffolk Herald for order of publication,	8.00
Paid W. L. Cones, Deputy Sheriff, for serving Commissioner's notices,	1.50

Paid Johnson & Stephens, attorneys, for drafting deed to E. L. Helms, and war tax,	11.50
Refunded to E. L. Helms tax paid on land for 1920 and 1921,	45.19

That there is left in the hands of said special commissioner the sum of \$161.98, balance: It is adjudged, ordered and decreed that the said report be, and is, hereby, confirmed. And it is further adjudged, ordered and decreed that the said A. S. Johnson, special commissioner, shall pay to himself, as such special commissioner, for his commissions, the sum of fifteen dollars, to Parke P. Deans and Johnson & Stephens, the attorneys conducting this cause, a fee of \$46.98, and the balance he shall pay to the judgment creditors named in the report of Commissioner in Chancery, R. A. Edwards, pro-rata, and make report to court of his transactions hereunder.

161.98
 46.98
 115.00

161.98
 46.98
 115.00

Virginia: Circuit Court
of Isle of Wight County.

E. H. Melms

v) Chancery. No. 376.

Walter S. Weaver et als.

Note for decree.

Enter this July 7 1924.

U. B. #8
page 209

Ex-1

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT C. H., VA.

Virginia: Circuit Court of the County of Isle of Wight.

E. L. Nelms

V) Chancery. No. _____

Walter S. Weaver, Annie S. Weaver,
Windsor Farmers Supply Company, Inc.,
K. E. Barrett & Co., J. W. Jenkins
and R. A. Rhodes

This cause came on this day to be again heard upon the papers formerly read, and upon the report of R. A. Edwards, Commissioner in Chancery, filed on the 17th. day of December, 1923, and to which there is no exception, and was argued by counsel: And it appearing from said report that E. L. Nelms had a valid contract with Walter S. Weaver and Annie Weaver, his wife, for the purchase of the tract of land in the bill and proceedings of this suit mentioned, to-wit:

"All that certain piece or parcel of land situate in Windsor Magisterial District, in the County of Isle of Wight and State of Virginia, containing sixty five acres, more or less, and bounded by the lands of E. W. White, O. E. Atkins, E. L. Nelms and the estate of Ben Ballard, and the county road leading from Windsor to Isle of Wight Courthouse"

at the price of fourteen hundred ^{and fifty} dollars, of which three hundred dollars has ^{been} paid ^{by the complainant} ^{to said Walter S. Weaver}, as agreed to in the contract of sale, which is filed with the Bill of Complaint, leaving a balance of eleven hundred ^{and fifty} dollars now due, with interest from the 31st. day of December, 1921, if not paid by the said E. L. Nelms, ~~already~~; that the said E. L. Nelms is entitled to the specific performance of the said contract; that the judgments mentioned in the report of the said Commissioner Edwards, are not

liens on the said tract of land, the judgment creditors having had ^{actual} notice, at the time said judgments were obtained, of the said contract of sale, but are liens, according to their priority, upon any balance that may be left after the payment of the amount due upon the deed of trust mentioned in said report, and the costs of this suit:

On consideration whereof the court doth confirm the said report, and doth adjudge, order and decree that for the purpose of specifically enforcing the said contract of sale, that A. S. Johnson, who is hereby appointed a special commissioner for that purpose, shall make to the said E. L. Nelms, upon the payment by him of the said deed of trust lien, ^{and 1/10 balance due upon the} ~~either to the holder thereof, or to~~ ^{purchase price named in the contract} said special commissioner, a deed, conveying the said tract of land to the said E. L. Nelms, with covenant of special warranty.

Before the said special commissioner shall do any act ~~under~~ under this decree he shall enter into a bond, in the penalty of ^{five} ~~two~~ ^{hundred} thousand dollars, before the clerk of this court, with surety by the said clerk deemed sufficient.

The liens reported by said Commissioner Edwards are as follows:

1. A deed of trust in favor of Bank of Windsor for \$900, bearing date Jan. 4th. 1920.
2. A judgment in favor of K. E. Barrett & Co, for \$93.07, with interest thereon from December 14th. 1921 till paid, and \$5.30 cost rendered December 27th. 1921.
3. A judgment in favor of J. W. Jenkins for \$65.00, with interest thereon from September 4th. 1921 till paid, and \$3.80 costs, rendered December 27th. 1921.
4. A judgment in favor of R. A. Rhodes for \$20.15, with interest from December 27th. 1921 till paid, and \$3.90 costs, rendered on the 27th. day of December, 1921.
5. A judgment in favor of K. E. Barrett & Co., for \$183.00,

with interest thereon from Jan. 1st. 1922 till paid, and \$3.80
costs, rendered Jan. 6th. 1922. *Said Special Commissioner*
shall report his findings hereunder.
And this cause is continued.

E.L. Nelson
1300
Walter S. Hammond

Dress.

1424
Apr. 4.
Enter this.
B.D.W.

Virginia: I^{AN} the Circuit Court
of the County of Isle of Wight.

E. L. Nelms

v). Chancery No. 376.

Walter S. Weaver et als.

Note for decree;

Enter this: *Oct 25 1922*

*See and record of
Judge in favor of
last when awarded*

*Book 8
page 194*

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT, C. H., VA.

In the Circuit Court of Isle of Wight County, Virginia:

E. L. Nelms,

Complainant

vs.

Walter S. Weaver, Annie Weaver, Windsor Farmers Supply Company,
Incorporated, K. E. Barrett and M. A. Barrett, trading as K. E.
Barrett and Company, J. W. Jenkins and R. A. Rhodes Defendants

This cause came of this day to be heard ~~on~~ ^{the} Bill
and ~~the~~ ^{the} exhibits, and ~~with~~ the Bill being taken for confessed as to
the Windsor Farmers Supply Company, Incorporated, K. E. Barrett
and M. A. Barrett trading as K. E. Barrett and Company, J. W. Jenkins
and R. A. Rhodes, they having failed to appear, to demur, plead or
answer and upon the order of publication duly executed as to Walter
S. Weaver and Annie Weaver, his wife, who are non residents of this
Commonwealth in consideration whereof:

It is adjudged, ordered and decreed that the papers
in this case ^{be} referred to a Commissioner in this Court, who shall
ascertain and to the Court report, what are the rights of the com-
plainant, E. L. Nelms ~~entered~~ ^{and to} into the proper described ^{in the} bill,
²¹⁻¹⁶ what liens are against the same, and their priorities, and whether
the same are valid liens upon the same,

What, if any, fee should be allowed counsel for the
prosecution of this suit, ^{and}

Any other matters that might be deemed pertinent by the
said Commissioner.

1

Nelms

r

Weaver et al

Decree

Enter this

1922

July 5th

Enter this

1300

Book # 8

Page 115

EXAMINED AND APPROVED

VIRGINIA: CLERK'S OFFICE OF THE
CIRCUIT COURT OF THE COUNTY OF
ISLE OF WIGHT, JANUARY 4th, 1922.

E. L. NELMS

Vs. Cy. Action to Obtain Specific Perform-
ance of Contract, Walter S. Weaver, Annie
Weaver, et als.

The object of the above styled suit now pending in the Circuit Court of Isle of Wight County, Virginia, is to obtain from Walter S. Weaver and Annie Weaver, et als, the defendants hereto, the specific performance of a certain contract for the purchasing of certain real estate in the County of Isle of Wight from the said defendants and to have set aside certain judgments that might effect the title to the said real estate. The amount of the claim ascertained by the plaintiff is the title to a certain tract of land, the purchase price to be \$1,450.00, and it appearing by affidavit that due diligence has been used by, and on behalf of the plaintiff to ascertain in what County or Corporation the said defendants are, without effect, and their whereabouts still being unknown, it is therefore, ordered, that the said defendants do appear at the Clerk's Office of said county within ten days after due publication of this notice, and do what is necessary to protect their interest, and it is further ordered that a copy of this order be forthwith published once a week for four successive weeks in The Suffolk Herald, a newspaper having general circulation in this County, and a copy be posted at the front door of the Court House of said county, and a copy mailed to the last known address of the defendants hereto.

A Copy,—Teste: R. A. EDWARDS,

Clerk.

P. P. DEANS, p.q.

1-18-4t.

OFFICE OF SUFFOLK HERALD

SUFFOLK, VA.,

Jan 17th 19*22*

I hereby certify that the order of which the annexed is
a copy has been published in THE SUFFOLK HERALD in
the manner prescribed by law—once a week for four weeks.

beginning *Jan 13th* and ending

Jan 20
W. W. Kitchen

Editor Herald

Per

E. A. M.

Manager

5

Nelms
n { G 379
Moorer

Prunus cuneata

Folia

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF
ISLE OF WIGHT, JANUARY 4th 1922.

E. L. Helms

Vs. Cy. Action to obtain specific performance of contract

Walter S. Weaver, Annie Weaver et als.

The object of the above styled suit now pending in the Circuit Court of Isle of Wight County, Va. is to obtain from Walter S. Weaver and Annie Weaver et als, the defendants hereto, the specific performance of a certain contract for the purchasing of certain real estate in the County of Isle of Wight from the said defendants and to have set aside certain judgments that might affect the title to the said real estate. The amount of the claim ascertained by the plaintiff is the title to a certain tract of land, the purchase price to be \$1450.00, and it appearing by affidavit that due diligence has been used by and on behalf of the plaintiff to ascertain in what County or Corporation the said defendants are, without effect, and their whereabouts still being unknown, it is therefore, ordered, that the said defendants do appear at the Clerk's Office of said County within ten days after due publication of this notice, and do what is necessary to protect their interest, and it is further ordered that a copy of this order be forthwith published once a week for four successive weeks in the Suffolk Herald, a newspaper having general circulation in this County, and a copy be posted at the front door of the Court House of said County, and a copy mailed to the last known address of the defendants hereto.

A Copy.

Teste, B. A. Edwards Clerk.

The foregoing order was this day entered, a copy posted at the front door of the Court House of this County, a copy mailed to the last known address of the principle defendant, and a copy mailed to the Suffolk Herald a newspaper having general circulation in this County for Publication.

Given under my hand this the 4th day of January 1922.

B. A. Edwards Clk.

4
Valuer.

W Cy.

Hever.

Copy of order of
publication.

Filed 1-4-22.

Test. R. A. Edmunds
clerk

W. A. Edmunds

W. A. Edmunds

In the Circuit Court of Isle of Wight County, Virginia:

E. L. Melms,

v.

Walter S. Weaver, Annie Weaver, Windsor Farmers Supply
Company, Incorporated, K. E. Barrett and M. A.
Barrett, trading as K. E. Barrett and Company.

J. M. Jenkins and R. A. Rhodes

State of Virginia,

County of Isle of Wight, to-wit:

This day E. L. Melms, the above plaintiff, personally
appeared before me, Parke P. Deans a Commissioner in Chancery
for the Circuit Court of the County and State aforesaid, in my
County aforesaid, and made oath that Walter S. Weaver and
Annie Weaver, two of the above named defendants, that diligence
has been used by and on behalf of the plaintiff to ascertain
in what county or corporation they are, without effect, and
their whereabouts is unknown.

The last known post office address of Walter S. Weaver and Annie Weaver was Windsor Va

Given under my hand and seal this 31st day of

December, 1931

E. L. Melms (SEAL)

Subscribed and sworn to, before me this 1st day of
December, 1931 in my County aforesaid.

Parke P. Deans
Commissioner in Chancery.

Helms

~~Wear~~

r

Wear et al

Appointed for
Order of Publication

Boys

Pay to the
order of

Garnie H. Rhodes

in Six

8 37

90

2

1926

No. _____

Smithfield, Va. May 15 1926

\$ 6.⁸³

Dollars

For share in distribution in fund in Nelson & Meade

To the Bank of Smithfield,
Smithfield, Va.

⁵
68-233

John, Special Commissioner in
Nelson & Meade



Lamie H. Rhodes.
Adm. Ist. R. G. Rhoads.

WILMINGTON, VA.
THE CITIZENS BANK
ALL PROCEEDINGS
BANK OF WILMINGTON
WILMINGTON, VA.
P. T. R.

FEDERAL RESERVE
68-3 OF NOVEMBER 1925

PAY ANY BANK OR BANKER

OR ORDER

MAY 28 1926

THE CITIZENS BANK

68-34 OF NOVEMBER 1925

J. W. JORDAN, CASHIER

BoS

Pay to the
order of

J. W. Jenkins

Dwnty

Smithfield, Va., May 15 1926

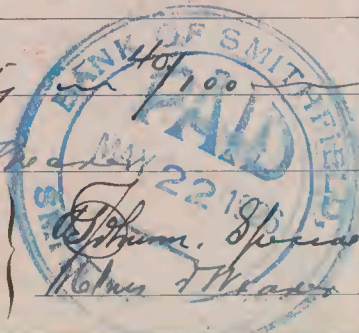
\$204.00

Dollars

For share in distribution Robert T. Weathers

To the Bank of Smithfield,
Smithfield, Va.

5
68-233



Robert T. Weathers
Special Commissioner

THE TRUST COMPANY OF GEORGIA
BANK OF
PAY ANY BANK OR BANKER
OR ORDER

MAY 19 1926

THE
92-34

THE BANK

PAY TO THE ORDER OF
AN EX. BANKER OF TRUST CO. OF
GEORGIA ENDORSEMENTS GUARANTEED
MAY 20 1926
FEDERAL RESERVE BANK
68-3 OF RICHMOND 68-3

W. J. Williams

Ref

No. _____

Smithfield, Va., May 15 1926

Pay to the
order of

R. E. Garrett Co

\$82.77

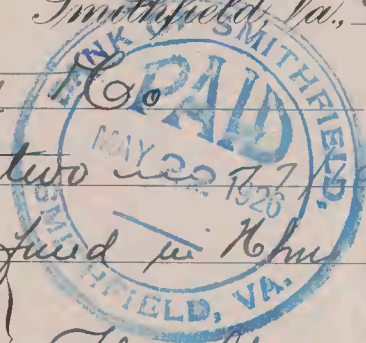
Eighty two and 77/100

Dollars

For share in distribution of fund in *Norm & Weaver*

To the Bank of Smithfield,
Smithfield, Va.

$\frac{5}{68-233}$



Edmund Speer Commissioner
Norm & Weaver

B. E. Barrett
by Mollie A. Barrett

PAY TO THE ORDER OF
FARMERS BANK
WINDSOR, VA.
S. T. HOLLAND, Cashier

PAY TO THE ORDER OF
FARMERS BANK
WINDSOR, VA.
S. T. HOLLAND, Cashier

MAY 20 1926

The National Bank of Commerce
Norfolk, Va.
S. WHARTON, Cashier

No. _____

Smithfield, Va., May 15 1926

Pay to the order of

R. A. Edwards

\$ 5.00

Five

Dollars

For bond given Nelson & Weaver

To the Bank of Smithfield,
Smithfield, Va.

5
68-233

Optimus. Specimen Commission
Nelson & Weaver



Pay to the Order of
BANK OF SMITHFIELD
SMITHFIELD, VA.
R. A. EDWARDS, Clerk
ISLE OF WIGHT CO

Virginia: Circuit Court of the County of Isle of Wight.

E. L. Nelms v. Walter S. Weaver et als. Chancery, 376.

Received of A. S. Johnson, Special Commissioner, \$46.98,
counsel fee allowed by the court in t is suit.

A. S. Johnson for Party P. Weaver & Johnson Stephens

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

E. L. Nelms

v) Chancery. 376.

Walter S. Weaver et als.

TO HONORABLE BENJAMIN DEY WHITE,

JUDGE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF
WIGHT.

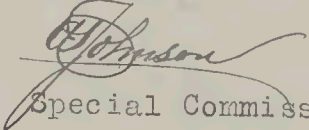
The undersigned, special commissioner in this cause,
respectfully reports to the Court that as directed by decree en-
tered herein on the 7th. day of July, 1924, he has distributed
the balance of \$161.98 then remaining in his hands as follows:

Counsel fee,	\$46.98
E. A. Edwards, Clerk,	5.00
K. E. Barrett & Co.	82.77
J. W. Jenkins,	20.40
R. A. Rhodes' Administrator,	6.83.

The last three items named above are for application upon the judg-
ments held by the parties named, against the said Walter S. Weav-
er, the amounts paid to them being their pro-rata of the amount in
the hands of the special commissioner, to be paid to them.

Vouchers for the disbursements are hereto attached.

Respectfully submitted,


Special Commissioner.

Virginia: In the Circuit
Court of Isle of Wight Co.

E. L. Helms

v) Chancery. 376.

Walter S. Weaver et als.

Report of special com-
missioner.

Filed _____ 1926.

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

W. S. Weaver et ux

To)42

Fred T. Leathers

Trustee.

THIS DEED made this 24th day of January 1920,
between Walter S. Weaver and Annie A. Weaver, his wife, parties
of the first part, and F. T. Leathers, chosen Trustee, parties of
the second part.

WITNESSETH: that the said parties of the first part
do grant unto the said party of the second part, the following prop-
erty to-wit: All that certain tract of land situate in Windsor Mag-
isterial District, Isle of Wight County, Virginia, containing Sixty
acres, more or less, and which adjoins the lands of Leander Evans,
W. A. Butler, Annie E. Atkins, estate and Ed White, and the County
Road leading from Windsor to Smithfield, It being the same tract of
land conveyed to W. S. Weaver by deed from W. J. Bradshaw and wife
to be recorded at the same time as this deed of trust given to secure
a part of the purchase price, in the Clerk's Office of Isle of Wight
County.

IN TRUST: to secure to Bank of Windsor, incorpor-
ated, Windsor, Virginia, the payment of the sum of \$900.00, evidenced
by a negotiable note for that amount of even date herewith made by W. S.
Weaver and Annie A. Weaver and payable ninety days after date to Bank
of Windsor, Incorporated, and contains a waiver of the Homestead Ex-
emption.

It is covenanted that in case of default in the pay-
ment of the note aforesaid, then sale shall be made at the request of
the beneficiary or its representative and that said sale be made after
advertising the time, terms and place thereof for fifteen days, for
cash and out of the proceeds of sale pay first the cost of sale, in-
cluding a commission of five per cent of the gross amount to the trust-
ee and pay the said note with accrued interest, and legal charges,
and pay the balance, if any, as the law directs.

It is covenanted that this deed of trust shall sec-
ure any note given in renewal, extension or curtail of the said
note.

The said parties of the first part covenant to pay all taxes, assessments, dues and charges upon the said property, hereby conveyed so long as they or their heirs or assigns shall hold the same.

If no default shall be made in the payment of the above mentioned note, then, upon the request of the parties of the first part a good and sufficient deed of release shall be executed to them at their own proper cost and charges.

Witness the following signatures and seals.

Walter S. Weaver (SEAL)

Annie A. Weaver (SEAL)

State of Virginia,

County of Isle of Wight, to-wit:

I, Parke P. Deans, a Commissioner in Chancery for the Circuit Court of the County aforesaid, and the State of Virginia, do certify that Walter S. Weaver and Annie A. Weaver whose names are signed to the foregoing writing, bearing date on the 24th day of January 1920, have acknowledged the same before me in my County aforesaid.

Given under my hand this 24th. day of January 1920.

Parke P. Deans Commissioner in Chancery.

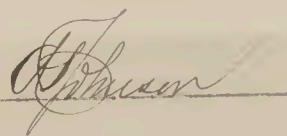
Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight January 26th., 1920 at one o'clock P.M. this deed was received and with the certificate annexed, admitted to record.

Teste,

A. S. Johnson Clerk.

A copy,

Teste,



Clerk.

Clerk's Office
of Isle of Wight County
Isle of Wight, Va.

R. A. Edwards, Clerk

Received of E. L. Nelms the sum of Twenty Nine & 71/100 Dollars
it being in full settlement of delinquent taxes due on land in
the name of Walter S. Weaver, Col. in Newport District, Isle Of Wight
County, Virginia which was returned by the Treasure of said County
uncollected for the year of 1921.

Given under my hand this the 10th day of January 1924.

R. A. Edwards Clerk.

State Tax.....	\$ 2.88
Interest	.35
County tax..	23.10
Interest	2.88
Clerks fee	.50
	\$ 29.71

\$ 11.50

May 2, 1924

Received of A. S. Johnson, ⁸⁰Attorney, the sum of

Eleven — 50/100 — Dollars,

in payment for df of deed floor tax stamp.

Return v. Deacons

Johnson Stephens

\$ 150

Dec 13, 1923

Received of A. S. Johnson, Attorney, the sum of

— One and — 50/100 —, Dollars,

in payment for perjury Commission

Robert T. Heaney et al

J. W. L. Jones

HERALD PRINTING CORP.

ARTISTIC AND PRACTICAL PRINTING

Suffolk, Virginia

192

Sold to

Mark P. Hearn, City
Windsor Va

TERMS: All accounts due and payable 1st of the month following purchase.

Telephone 135

1922					
Jan	13	To ad 4 in esp - E. I. Nelson Vs H. L. Weaver			2.00
	20	"	"	4 "	"
	27	"	"	4 "	"
Feb	3	"	"	4 "	"
RECD. PAYMENT 6/20-24					2.00
HERALD PRINTING CORP.					2.00
<u>Morrison</u>					8.00
Through A. D. Johnson					

\$ 2.50

May 6, 1924

Received of A. S. Johnson, ~~Attorney~~ ^{BC}, the sum of

Two 50/100 Dollars,

in payment for premium on BFL Case bond in

Rehn & Weaver

R. A. Edwards

\$ 15.00

May 10th, 1924

Received of A. S. Johnson, ^{Spl. Commr} ~~Attorney~~, the sum of

Fifteen and 00/100 Dollars,

in payment for Commissioner's fee in the case of Nelson

vs. Weaver et al

R. A. Edwards,

Comm. Secy.

\$ 2.50

May 10th, 1924

Received of A. S. Johnson, ^{Sgt. Conn.} ~~Attorney~~, the sum of

Two and 50/100 Dollars,

in payment for ~~Sitting~~ ^{proceed} in Helms v. Weaver

it as

C. F. Payne Jr.
Corrival Deputy Sheriff

\$ 31.50

June 25, 1924

Received of A. S. Johnson, Attorney, the sum of

Thirty one — 50/100 Dollars,

in payment for Unit Two, taxed all fees and

66¢ fee paid in Niles & Meares, Chumsey

R. A. Eads.
clerk.

\$ 900.00



Deed of Trust

Windsor;

191

24 1920

Nearly days after *date* we promise to pay unto *or order, negotiable and payable*

BANK OF WINDSOR, INC.,

without offset at the

Nine hundred and Dollars,

for value received, with the intent for cost of collection, and it is agreed upon by the parties that the interest on this note shall be payable in advance, and we, principal and endorsers, hereby waive the benefit of our Homestead Exemption as to this debt.

P.O.

EVERETT WADE & CO. RICHMOND, VA.

The undersigned, Office of Sale, mentioned having been fully paid, the Deed of Trust securing same has this day been cancelled in this office.

Walter J. Keoner
Carrie C. Keoner

We hereby assign the
within note to A. S. Johnson
without recourse to us.

J. J. Larkin

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

E. L. Nelms

v) Chancery. No. 376.

Walter S. Weaver et als.

To Honorable B. D. White,

Judge of the Circuit Court of the County of Isle of Wight.

The undersigned, appointed special commissioner in this cause by decree entered on the 4th. day of April, 1924, respectfully reports to the court that as directed in the decree of the said 4th. day of April, 1924, the said E. L. Nelms paid off, and presented to your special commissioner, the deed of trust lien, which includes the bond and the deed of trust, all of which has been marked paid, of record, the bond and deed of trust being filed herewith. That the said E. L. Nelms has paid to the commissioner the sum of two hundred and forty five dollars, and interest thereon from the 1st. day of January, 1922, amounting to, in the aggregate, the sum of two hundred and seventy nine dollars and sixty seven cents, having already paid, on account of the purchase price, to Bank of Windsor, as provided for in the contract annexed to the bill, the sum of three hundred dollars, making up the total of the purchase price of fourteen hundred and fifty dollars, including the five dollars paid when the contract was executed. That the said E. L. Nelms has paid to the Bank of Windsor the said three hundred dollar note, which is shown by letter of Mr. F. T. Leatchers, Cashier of Bank of Windsor, hereto-attached, and which letter shows, also, that the said E. L. Nelms took up the ^{nine} ~~three~~ hundred dollars note mentioned in the contract of sale filed with the Bill.

That out of the amounts collected by the commissioner, from the said E. L. Nelms, he has paid out the following items, to-wit:

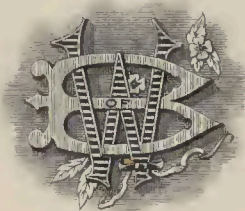
Amount of principal collected,	245.00	
Accrued interest thereon,	34.67	
Paid R. A. Edwards, Clerk, writ tax,		31.50 ✓
Clerk fees and taxed attorney fee,		
Paid C. F. Joyner, Deputy Sheriff,		2.50 ✓
for serving processes,		
Paid R. A. Edwards, Commissioner in		15.00 ✓
Chancery, report,		
Paid premium on special commissioner's		2.50 ✓
bond,		8.00
Paid Suffolk Herald for Order of Publication		
Paid W. L. Cones, Deputy Sheriff, serving		1.50 ✓
notices of commissioner in chancery,		
Paid Johnson & Stephens, attorneys,		
drafting deed to purchaser and for war		11.50 ✓
tax stamp to go on deed,		
Refund to E. L. Nelms for tax paid on land		15.48 ✓
for the year 1920,		
Refunded to E. L. Nelms taxes paid on land		29.71 ✓
for the year 1921,		
BALANCE,		161.98
	\$ 279.67	\$279.67

Balance in hands of the commissioner to be distributed under the direction of the court is \$161.98.

After collecting from the said E. L. Nelms the sum of \$245.00 and accrued interest as above shown, your commissioner executed and delivered to the said E. L. Nelms a deed, with covenant of special warranty, conveying to him the tract of land in the bill and proceedings of this suit mentioned.

Respectfully submitted,


Special Commissioner.



The Bank of Windsor

CAPITAL STOCK \$ 25,000.00
SURPLUS & PROFITS \$ 25,000.00

Windsor, Va.

May 15, 1924.

Mr. A. S. Johnson,
Isle of Wight, Va.

Dear Sir:

We are enclosing notes signed by Mr. Nelms for which we have received your check to cover. We are also enclosing our check for \$ 9.05 which is for unearned interest due Mr. Nelms.

Mr. Nelms has been paying interest on these notes since Jan. 3, 1922. Mr. Nelms took up the \$300.00 note on Jan. 3, 1922.

Yours very truly,


Cashier.

\$900.00

May 10th. 1924.

Received of Johnson & Stephens, attorneys for E. L. Nelms, the sum of NINE HUNDRED DOLLARS, it being in full payment of debt due to this bank by Walter S. Weaver, evidenced by a negotiable promissory note, bearing date January 24th. 1920, payable ninety days after date, and secured by a deed of trust, covering a tract of land in Isle of Wight County, Virginia, containing sixty five acres, more or less, adjoining the lands of E. W. White, O. E. Atkins, & E. L. Nelms, an others, and entered of record in the Clerk's Office of the said County of Isle of Wight in Deed Book No. 90, page 100.

E. L. Nelms has paid the interest on the aforesaid note from Jan. 3, 1922, to this date.

Bank of Windsor,

By *T. J. Leather*, Cashier.

~ 11 ~
Virginia: Circuit Court of
Isle of Wight County.

W. L. Nelms

v) Chancery. 376.

Walter S. Weaver, et als.

Report of Special Commis-
sioner.

Filed 7/7/4

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

COMMISSIONERS OFFICE,

1014 OF EIGHT COURT HOUSE, VIRGINIA TERRITORY 13th, 1923.

E. L. Seims.....Plaintiff.

Vs.

E. L. Weaver, Annie Weaver, Windsor Farmers Supply, Inc, E. L. Barrett, and E. L. Barrett, trading as E. L. Barrett & Company, J. W. Jenkins, and E. L. Rhodes, ...Defendants.

YOU ARE HEREBY ADVISED that on the 17th day of December 1923, at my office at 1014 of Eight Court House, beginning at 2 o'clock P. M. I shall proceed to execute a decree entered on the 8th day of July 1923, in the Circuit Court of the County of Isle of Eight, in the chancery cause therein pending wherein the parties as above styled are plaintiff and defendants, which said decree requires me of the Commissioners of this Court to enquire into and report to the Court as follows:-

1st that are the rights of the complainant, E. L. Seims, in and to the property described in the bill.

2nd, that liens are against the same, and their priorities, and whether the same are valid liens upon the same.

3rd, that if any fee should be allowed counsel for the prosecution of this suit, and

any other matters that might be deemed pertinent by the said Commissioner.

Given under my hand as Commissioner in Chancery of the said Court the day and year first aforesaid.

R. A. Edwards Commissioner.

Service of the above notice is hereby accepted:

WINDSOR FARMERS SUPPLY CO. INC,

By *A. Johnson* Trustee.

Windsor Farms
Supply Co

COMMISSIONERS OFFICE,

ISLE OF WIGHT COURT HOUSE, VIRGINIA DECEMBER 13th, 1923.

E. L. Nelms.....Plaintiff.

Vs.

W. S. Weaver, Annie Weaver, Windsor Farmers Supply, Inc, K. E. Barrett, and M. A. Barrett, trading as K. E. Barrett & Company,, J. W. Jenkins, and R. A. Rhodes, ...Defendants.

YOU ARE HEREBY NOTIFIED that on the 17th day of December 1923, at my office at Isle Of Wight Court House, beginning at 2 O'clock P. M. I shall proceed to execute a decree entered on the 5th day of July 1922, in the Circuit Court of the County of Isle Of Wight, in the chancery cause therein pending wherein the parties as above styled are plaintiff and defendants, which said decree requires ^{of} the Commissioners of this Court to enquire into and report to the Court as follows-,

1st What are the rights of the complainant, E. L. Nelms, in and to the property described in the bill.

2nd. What liens are against the same, and their priorities, and whether the same are valid liens upon the same.

3rd. What if any fee should be allowed counsel for the prosecution of this suit, and

Any other matters that might be deemed pertinent by the said Commissioner.

Given under my hand as Commissioner in Chancery of the said Court the day and year first aforesaid.

R. A. Edwards Commissioner.

E. L. Nelms.,

Vs. Cy.

Walter S. Weaver et als.

Commissioners Notice of
Executing a decree.

Original.

Executed the within
as directed this the
15th Day of Dec 1923.
Serving same upon R. E. Barrett,
J. H. Jaffray, A. H. R. R. R.
W. H. Chapman Sheriff.

By W. R. Lewis D. S.

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

E. L. Nelms

v) Chancery. No. 376.

Walter S. Weaver, et als.

TO HONORABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF
WIGHT.

The undersigned, a commissioner in chancery for the Circuit Court for the County of Isle of Wight, State of Virginia, to whom has been referred the papers in the above entitled cause, for the execution of a decree entered therein on the 5th. day of July, 1922, respectfully reports to the court the following:

That on the 13th. day of December, 1923, he issued notices, stating that on the 17th. day of December, 1923, he would proceed with the execution of said decree, the said notice being returnable to his office at two o'clock P.M., on the said 17th. day of December, 1923, at Isle of Wight Courthouse.

That the said notice was duly served upon the defendants, K. E. Barrett & Company and J. W. Jenkins, and R. A. Rhodes, and service acknowledged by Windsor Farmers Supply Co., Inc, by its trustee, it having been, since obtaining the judgment mentioned in the bill, adjudged a bankrupt:

That none of the defendants made appearance, and, as the bill of complaint has been filed for more than six months, the allegations therein are confessed by the defendants, and it is believe that they now have no defense thereto. Your commissioner is informed, informally, that no defense is desired to be made by any of the parties.

That the judgment of Windsor Farmers Supply Company

has been paid, and is marked satisfied by the trustee of the plaintiff, it having become bankrupt since obtaining the said judgment, as aforesaid.

That there appear of record the following unsatisfied liens against the said property, to-wit:

1. A deed of trust, bearing date the 24th. day of January, 1920, entered of record in Deed Book No. 90, page 100, securing to Bank of Windsor the payment of the sum of nine hundred dollars.

2. A judgment in favor of K. E. Barrett & Company, for the sum of \$93.07, with interest thereon from the 14th. day of December, 1921, till paid, and \$5.30 costs, rendered by A. Lee Saunders, J.P., on the 27th. day of December, 1921, and docketed in Judgment docket No. 4, page 86.

3. A judgment in favor of J. W. Jenkins against the said Walter Weaver, for the sum of \$65.00, with interest thereon from the 4th. day of September, 1921 till paid, and \$3.80 costs. Rendered by A. Lee Saunders, J.P. December 27th. 1921, and entered in Judgment Docket No. 4, page 87.

4. A judgment in favor of R. A. Rhodes, against the said Walter S. Weaver, for the sum of \$20.15, with interest thereon from December 27th. 1921 till paid, and \$3.90 costs. Rendered by A. Lee Saunders, J.P. December 27th. 1921, and entered in Judgment Docket No. 4, page 88.

5. A judgment in favor of K. E. Barrett & Co., against the said Walter S. Weaver, for \$183.00, with interest thereon from Jan. 1st. 1922 till paid, and \$3.80 costs. Rendered by A. Lee Saunders, Justice of the Peace, and entered in Judgment Docket No. 4, page 89, *rendered Jan. 6. 1922*

Your commissioner is informed by the Bank of Windsor, that the note of \$300 referred to in the Bill of complaint, and the contract attached thereto, as exhibit x, has been paid by

said E. L. Nelms, though this information is not given to him under oath. That the said E. L. Nelms has kept the interest paid to Bank of Windsor, from the filing of the bill in this suit, upon the deed of trust debt hereinbefore mentioned. That if this statement is true, and which your commissioner does not doubt, then there should be collected from the said E. L. Nelms the purchase price mentioned in the bill of complaint, and said contract thereto attached, the sum of fourteen hundred ^{and fifty} dollars, less the note for three hundred dollars which he has paid, and accrued interest thereon, to date of payment, out of which should be paid to said E.L. Nelms the interest he has paid Bank of Windsor on the deed of trust debt aforesaid, and the balance should be applied upon the liens aforesaid, first, the deed of trust debt due to Bank of Windsor, which ante-dates either of the judgments, and then upon the judgments of K. E. Barrett & Co., J. W. Jenkins, and R. A. Rhodes, mentioned herein as 2, 3 and 4, it appearing that they were rendered at the same time, and then, if there be any balance, to be paid on the judgment of K. E. Barrett & Company, numbered 5, herein, all being, however, subject to the payment of the costs of this suit.

It appear from the bill of complaint and the contract filed therewith, maked exhibit x, that the plaintiff is entitled to have a deed executed for the property upon the payment of the purchase price mentioned therein and accrued interest thereon.

Respectfully submitted,

R. A. Edwards
Commissioner in chancery.

Commissioner's fee \$ _____

9
Virginia: In the Circuit Court
of the County of Isle of Wight

E. L. Nelms

v). Chancery No. 376.

Walter S. Weaver et als.

Commissioner's Report.

Filed Dec 17" 1923

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT, C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

We command you that you summon Annie Weaver

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
Third Monday in January, 1922, to answer a bill
in chancery exhibited against her in our said Court by

E.L. Nelms

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this 31st day of December, 1921, and in
the 146th year of the Commonwealth.

R. A. Edwards Clerk.

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

We command you that you summon Walter S. Weaver

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
Third.....Monday in.....January....., 1922....., to answer a bill
in chancery exhibited against.....him.....in our said Court by

E.L. Nelms

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this.....31st.....day of.....December....., 1921....., and in
the.....146.....year of the Commonwealth.

R. A. Edwards Clerk.

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

We command you that you summon Walter S. Weaver, Annie Weaver,
Windsor Farmers Supply Co, Inc. K. E. Barrett and M. A. Barrett,
~~trading as~~ K. E. Barrett and Co.

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
~~Third~~ Monday in January, 1922, to answer a bill
in chancery exhibited against ~~them~~ in our said Court by
E.L. Nelms

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this 31st day of December, 1921, and in
the 146th year of the Commonwealth.

R. A. Edwards Clerk.

P. P. Deans, P. J.

Executed on the 9th day of January, 1922 within the County of Isle of Wight by delivering a true copy of the within subpoena, in writing to K. E. Barrett and M. A. Barrett in person and on the to W. J. Rhodes in person, who is the general manager and secretary and treasurer of the within mentioned defendant corporation in the county of Isle of Wight in which county the said W. J. Rhodes resides; and on the 14th day of January, 1922 by delivering a true copy of the within subpoena, in writing to J. W. Jenkins and F. A. Rhodes in person.

W. H. Chapman Sheriff of Isle of Wight County

by C. F. Jayne Jr. Deputy.

Due diligence has been used to ascertain the whereabouts of Walter S. Weaver ^{and Frank Weaver} without being executed this 2nd day of January, 1922 and also on the 9th day of January, 1922

W. H. Chapman Sheriff of Isle of Wight County

by C. F. Jayne Jr. Deputy

E. L. Melvin.

Virginia Chancery No.

Walter S. Weaver et al.

ORIGINAL SUBPOENA.

VIRGINIA, Clerk's office of the Circuit Court of the County of Isle of Wight:

Dec. 31st 1921

Returned, entered and filed.

Teste:

Clerk

To 2nd Jan. Rules.

I, E. L. Nelms, complainant in the suit hereinafter mentioned, do hereby file in the Clerk's Office of the Circuit Court of the County of Isle of Wight, Virginia, this memorandum, of lis pendens bearing date on the 31st day of December, 1921, for admission to record in said Clerk's Office :

The title of the cause is E. L. Nelms against Walter S. Weaver, Annie Weaver, Windsor Farmers Supply Company, Incorporated ~~and~~ K. E. Barrett and M. A. Barrett, trading as K. E. Barrett and Company, *J. N. Jenkins and R. A. Rhodes*.

The general object thereof, is to obtain specific performance of a contract for the purchasing certain real estate from Walter S. Weaver and setting aside certain judgments that might effect the title to the real estate.

The cause is pending in the Circuit Court of the County of Isle of Wight, Virginia.

The amount of the claim asserted by the plaintiff is the title to a certain tract of land, the purchase price to be fourteen hundred and fifty dollars.

The description of the property is as follows:

All that certain piece or parcel of land situate in Windsor Magisterial District in the county of Isle of Wight and State of Virginia containing sixty five acres, more or less and bounded by the lands of E. W. White, O. E. Atkins, E. L. Nelms and the estate of Ben Ballard and the county road leading from Windsor to Isle of Wight C. H.

The name of the person whose property is intended to be effected is Walter S. Weaver.

Given under my hand this 31st day of December, 1921.

E. L. Nelms

(SEAL)

State of Virginia,

County of Isle of Wight, to-wit:

I, Parke P. Deans a Commissioner in Chancery for the Circuit Court of the County aforesaid and State of Virginia do certify that E. L. Nelms whose name is signed to the foregoing writing bearing date on the 31st day of December, 1921 has acknowledged the same before me in my County aforesaid.

Given under my hand this 31st day of December, 1921.

Parke P. Deans
Commissioner in Chancery.

I, R. A. Edwards, Clerk of the Circuit Court of the County of Isle Wight County, of Virginia, pursuant to Section 6469 of the Virginia Code, do hereby authenticate the foregoing memorandum of lis pendens and I do hereby certify that on the 31st day of December,

Walter 1921, suit was instituted and is now pending by E.L. Nelms against ~~Weaver and wife~~ *Anna Weaver* et als in the aforesaid court whose title, general object, amount of the claim asserted, description of the property affected as well as the name of the person whose property is intended to be affected are as above set forth in this memorandum.

Given under my hand this 11th day of Jan. 1922

R. A. Edwards Clerk.

VIRGINIA: Clerks office of the Circuit Court of the County of Isle of Wight *Jan 11*, 1922, at *9* O'clock *A.M.*
Lis pendens
this ~~deed~~ was received and with the certificate annexed, admitted to record.

Teste *R. A. Edwards* Clerk.

8

E. L. Helms

r

Waters et al.

Lip pendus

1/10/11

D.B.93

Page 34.

In the Circuit Court of Isle of Wight County, Virginia:

E. L. Melas,

Complainant

versus

Walter S. Weaver, Annie Weaver, Windsor Farmers
Supply Company, Incorporated, K. E. Barrett and
M. A. Barrett, trading as K. E. Barrett and Com-
pany, J. W. Jenkins and R. A. Rhodes

Defendants

To the Honorable Circuit Court of Isle of Wight County:

Your complainant, E. L. Melas, respectfully represents:

That on the 3rd day of March, 1921, your complainant entered into a contract with Walter S. Weaver and Annie Weaver, his wife, to purchase a certain tract of land described as follows:

All that certain piece or parcel of land situate in Windsor Magisterial District in the County of Isle of Wight State of Virginia, containing six, five acres, more or less, and bounded by the lands of E. W. White, O. E. Atkins, E. L. Melas and the estate of Ben Ballard and the county road leading from Windsor to Isle of Wight Court House."

That the consideration of this purchase was fourteen hundred and fifty dollars, of which sum five dollars was paid in cash, and according to the agreement the said complainant was to indorse a note for three hundred dollars and if said note was not paid when the residue of the purchase price was to be paid, that your complainant was authorized to pay off said note and deduct from the residue.

That the day on which the balance was to be paid was designated as on or before the first first day of December, 1921.

That on the 3rd day of March 1921 your complainant was placed in possession of the said tract of land. The original of the said contract is herewith filed, marked "Exhibit X and prayed to be made a part of this bill of complaint.

That on the first first day of December, 1921 your complainant went to the home of the said Walter S. Weaver to pay

Handwritten: 10-2-20

the balance due upon said contract and found that the said Walter S. Weaver and Annie Weaver his wife, had left their domicile and have never been heard of since. That in the night time, they took their family, going to Suffolk in Hansemond County, Virginia where they took a train to some destination unknown:

That upon obtaining this information, your complainant went to the Bank of Windsor, Windsor, Virginia which holds a note secured by a deed of trust upon this tract of land as well as the note endorsed by your complainant in accordance with said contract, he there found that the note with his endorsement was past due and was paid by him, which note is herewith filed, marked "Exhibit Y" and prayed to be made a part of this bill of complaint.

That there is a deed of trust upon the said property, to secure a note held by the Bank of Windsor.

That the said Walter S. Weaver and Annie Weaver owe several and large sums of money among which was judgments docketed in favor of the Windsor Farmers Supply Company, Incorporated, H. E. Barrett and A. A. Barrett trading as K. E. Barrett and Company, J. W. Jenkins and R. A. Rhodes, and that further that these judgment creditors before the obtaining of said judgments knew of the said contract of your complainant and further that J. W. Jenkins and K. E. Barrett and Company gave a writing acknowledging that they were aware of a contract that existed between Walter Weaver and E. L. Nelms and further stated that they did not contend for any thing that will in any way effect your complainant's interest in said land, the writing is herewith filed marked "Exhibit Z" and prayed to be made a part of this bill of complaint.

That your complainant was at the time of making full payment and now and at all times, ready and prepared to pay the balance owing to Walter S. Weaver and will do so upon the presentation of a proper deed.

In consideration whereof, and forasmuch as your complainant is remediless in the premises save in a court of equity, your complainant ~~xxxwith~~ therefore prays that the said Walter S. Weaver, Annie Weaver, Windsor Farmers Supply Company, Incorporated, K. E. Barrett and M. A. Barrett, trading as K. E. Barrett and Company, J. W. Jenkins and R. A. Rhodes may be made defendants to this bill and required, but not on their oath, to answer the same, the oath being hereby waived; that the said Walter S. Weaver and Annie Weaver may be decreed specifically to perform the said agreement entered into with your complainant as aforesaid, and to make a good and sufficient deed to your complainant for the said described premises, your complainant being ready and willing, and hereby offering specifically to perform the said agreement on his part, and upon the said Walter S. Weaver and Annie Weaver his wife, or some party for them, make out a good and sufficient title to the said premises and executing a proper conveyance therefor to your complainant, pursuant to the terms of said agreement, to pay to the defendant or into court as directed, the residue of the purchase money; that the said purchase price be applied to the indebtedness of the said Windsor Farmers Supply Company Incorporated, K. E. Barrett and Company, J. W. Jenkins, R. A. Rhodes and such others that they may hold claims against the purchase money, that your complainant may have all such further, and other and general relief in the premises as the nature of his case may require, so to equity shall seem meet.

Notice is hereby given that the Court will be asked to pay the attorney's fee to Parke P. Deans, attorney for instituting and prosecuting this suit.

And he ever prays.

Parke P. Deans

COUNSEL

E. L. Nelson
COMPLAINANT.

State of Virginia,

County of Isle of Wight, to-wit:

E. L. Nelms, the complainant named in the foregoing bill being duly sworn, says that the facts and allegations therein contained are true, except so far as they are therein stated to be on information, and that so far as they are therein stated to be upon information, he believes them to be true, ~~and that~~

✓ E. L. Nelms -
Complainant.

Taken, sworn to and subscribed before me, Parke P. Deans a Commissioner in Chancery for the Circuit Court of the County and State aforesaid, in my County aforesaid, this 27 day of January, 1942.

Parke P. Deans
Commissioner in Chancery.

			1923. Second Jan. Rules, Process returned., Ex. upon K. E. Barrett, M. A. Barrett, partners, trading as K. E. Barrett & Co., W. J. Rhodes, Sec., Windsor Farmers Supply Co. J. W. Jenkins and M. A. Rhodes. Bill filed, Decree nisi as to the above named defendants. Affidavit for one copy publication as Walter S. & Annie Weaver filed, order entered, copy mailed and copy posted at C. H. door, 1st. Feb. Rules, Defdt's Windsor supply Company, K. E. Barrett & Co., M. A. Rhodes and J. W. Jenkins, not ap- pearing, bill taken for confessed and cause set for hearing as to them. 2nd. Feb. Rules, Order publication executed, as to W. S. and Annie Weaver, and cause set down for hearing as to them.
--	--	--	---

Cause matured and goes to Court Docket.

PARKER, DEAN,
ATTORNEY AT LAW,
WINDSOR, VIRGINIA.

The Liden Printing Company, Hartford, Conn.