

1927-004 Chancery Causes: Williams & Johnson, Incorporated vs T. H. Jarvis
Dale of Wight County

Folder 1
441

Other SURNAMES: Williams
Johnson

Exhibit 20

700 v
April 4th, 1924.

Mr. T.H. Jarvis,
Windsor, Virginia.

Dear Sir:-

I regret to find it necessary to call to your attention and make complaint against the manner in which you are making shipments of lumber from Windsor.

Mr. J. L. has just advised me that you have orders there for some eight to ten carloads of lumber, all of which is dry enough to ship; that he sent an Inspector up there at a cost of from eight to ten dollars per day and that on Thursday, after the man had been up there all this week he finds he has only loaded one car of lumber, the reason for it being that you have not furnished him lumber at the siding to load.

We have complained to you repeatedly about your failure to cut the quantity of lumber stipulated in your contract and you have every time promised to do better. The situation has now gotten to a point where we now have some 400,000 ft. of lumber on stick at Windsor and the way you are handling it you will ship out about two cars per week. Now, this is not satisfactory, and unless you can give this matter proper attention and get this lumber shipped in accordance with orders furnished you by us, we will have to send someone up there to look after the shipping at your expense. It seems that you are paying little or no attention to this work and are leaving it largely to your hired men, all darkies, and with little or no understanding of what is needed.

This contract was placed with you with the expectation of your giving it your personal attention and looking after every detail of it. If you are not going to do this and are going to handle these shipments in this manner, there will be nothing else left for us to do but to have someone else do it.

Very truly yours,
WILLIAMS & JOHNSON INC.

PEW:CS

BY

203

Exhibit C

May 2nd, 1924.

T.H. Jarvis,
Windsor, Va.

Dear Sir:-

I regret to find that after having written you on April 4th, that now, one month later, it is necessary for me to write you again about the matter in which you are getting out the lumber at Windsor.

We have not insisted on your cutting the quantity called for in your contract during the past few months because of your oft' repeated statements that on account of the long haul for the logs, and other troubles, you were unable to do so, but you have repeatedly promised and assured us that when you moved the Mill to the new location there would be no further trouble about cutting this lumber and you would not cut the amount called for. The last time you were in here the estimate showed for the preceeding two weeks you had cut 16,120' of lumber. Mr. J.L. was at the Mill yesterday and reports you have only cut about 15,000 or 16,000 ft. since that time and that you were not at the Mill yourself, and it seems you are only going there about twice a week, leaving the work, the rest of the time, to some negroes who, whether they are capable or not, are certainly not producing the work.

Another thing, Mr. Leary turned in his report to us this morning. We find on April 28th, on account of not having lumber to load, he waited five hours; on April 29th, for the same reason, he waited seven hours; on April 30th, he had to wait eight hours, and on May 1st he waited ten hours, the cost of lost time amounting to \$23.00. He states that had this lumber been furnished and had you furnished him with men to load it he could have handled all this lumber in a day and a half, whereas it has taken five days to do so. It is not satisfactory for us to simply charge these differences to your account as our interest lies in getting the lumber shipped.

It is certainly not satisfactory for Mr. J.L. to have to come to Windsor every second week and lose a day just to measure up from 16,000 to 25,000 ft. of lumber.

Page #2

5/2/24

T.H. Jarvis,
Windsor, Va.

We agreed to make these estimates every two weeks based on our expectation of your cutting the amount called for in your contract, which is 35,000 ft. per week. Naturally, we cannot afford to lose a day just to count 16,000 ft. of lumber.

Furthermore, it appears that you are not giving this any attention at all. Now, we have a good deal of money invested in this property and we cannot have it handled in this way and this is formal notice to you that we are going to require you to comply with the contract fully in every way and most particularly to cutting the 35,000 ft. weekly. If you continue to fail in this we are going to have to make arrangements that will allow us to get this lumber out. You know our time is limited on this timber and there are other reasons why we cannot let it stand and be handled in this way.

Please let us have a reply stating just what you are going to do in this matter.

Very truly yours,
WILLIAMS & JOHNSON INC.

BY

PFW/CS

Exhibit E

STATEMENT a/c T.H. JARVIS
Williams & Johnson, Inc.

THIS AGREEMENT, Made and entered into this the 17th day of August in the year 1923 by and between T. H. JARVIS of Virginia Beach, Virginia, and ~~W. S. DOYLE of Norfolk, Virginia~~ parties of the first part hereinafter called the contractor, and WILLIAMS & JOHNSON INC. of Norfolk, Virginia party of the second part hereinafter called the Company, to-wit:-

WITNESSETH:

Whereas, the said Company is the owner of a certain lot of timber known as the Whitley tract and the Robertson tract located near Windsor, Virginia, in Isle of Wight County, on which the said Company owns and has located a certain sawmill equipped for manufacturing lumber and whereas the said Contractor has examined the said tract of timber and said sawmill and is familiar with its location and condition, and whereas the said Contractor is the owner of ample team, logging equipment, etc. and desires to enter into contract for the manufacturing of said timber into lumber, it is mutually agreed between the parties hereto as follows, to wit:-

That for and in consideration of the mutual promises and agreements between the parties hereto and the work to be done and the payment of money as outlined hereinafter, the parties hereto agree:

FIRST: The said Contractor will furnish all necessary teams, log wagons, skidder and skidder equipment and log, saw and rack, air dried, and haul to Railroad siding at Windsor, Virginia, and load on cars as ordered by the Company, all the lumber manufactured from said standing timber, keeping therefor on the premises sufficient team and equipment and operating continuously until all the lumber is manufactured from said tract; sawing and putting on racks, based on fifty-five (55) hours weekly time, not less than thirty five thousand (35000) feet board measure of lumber every week during the life and term of this contract.

SECOND: All the lumber manufactured under this agreement, unless by mutual agreement otherwise, shall be as follows:

Pine timber into four quarter (4/4) boards in six (6), eight (8), and ten (10) inch widths, and Edge boards, all piled or racked separately on yard, from which shall be separated at Mill and separately racked in one rack and as one grade all number three (#3) and better boards, the said lumber to be racked and handled in a proper manner to insure its proper drying without stain and all lumber to be evenly and properly manufactured and cut thick enough and wide enough to insure its measurements to the widths named herein when dry. Pine logs too small for the manufacturing of six (6) inch boards shall be cut into two by four (2x4) stock and stick piled.

Gum lumber to be manufactured to the same sizes as Pine but to be stick piled and all widths and lengths piled together.

Poplar the same as Gum.

Cypress to be cut into four quarter (4/4) boards the same as Pine but stick piled, all widths together, except the Company shall have the option to have these widths separated. All lumber to be manufactured in regular standard lengths ten to sixteen feet and all logs cut to secure the maximum quantity of sixteen foot lengths.

THIRD: The Contractor agrees to get his equipment on the ground and take charge and begin operating not later than the 27th day of August 1923, and to take over as is and where is the sawmill and its equipment owned by the Company and operate the same keeping it in good repair and returning it to the Company at the expiration of this contract in as good condition as received, ordinary wear and tear only excepted.

FOURTH: The Company agrees to pay the said Contractor for performance of the work herein outlined the following prices:

All lumber except Cypress at Twelve Dollars and Fifty cents (\$12.50) per thousand feet.

Cypress lumber, Fifteen Dollars and Fifty Cents (\$15.50) per thousand feet.

Contractor to bear one-half inspection charges paid by the Company; and further agrees to cut all slabs into cordwood of four foot lengths; to pile same on yard and when dry haul and load on cars at Windsor, Virginia, for the sum of Two Dollars and Fifty Cents (\$2.50) per cord.

The Company agrees to make an estimate, which shall be as close a count as is practicable, of the lumber manufactured by the Contractor each two weeks and to advance the said Contractor for lumber on yard on the basis of ninety percent (90%) of the Pine and other lumber, excepting Cypress, at ten (\$10.00) Dollars per thousand feet and the Cypress lumber at Thirteen (\$13.00) Dollars per thousand feet, and to make similar advances against balance when shipments are made. It is agreed that a checking and settlement shall be made once every six (6) months between the parties hereto.

FIFTH: It is further agreed that the said Contractor will purchase from the Company, title reserved until finally paid for, a certain Reo Truck owned by the said Company and in use in hauling lumber from said tract to Windsor, Virginia, and shall accept said Truck and pay for same at cost to said Company, less a deduction of fifty (50¢) cents per thousand feet for all lumber the said Company has hauled with said truck.

In the event the Contractor fails or refuses to do the work as outlined in this Agreement, the Company may at its option, after five (5) days written notice, either cancel this Contract or take possession of all equipment and team on property

in use by contractor and have the work done for the account of the Contractor charging them for cost including Superintendent and overhead expense.

IN WITNESS WHEREOF, We the parties hereto have hereunto set our hands this the day and year first above mentioned.

WITNESS

H. Shepherd

WITNESS

ATTEST

J. L. Williams
Secretary.

T. H. JARVIS

T. H. Jarvis

~~W. S. DOWLER~~

WILLIAMS & JOHNSON INC.

BY P. F. Williams
President

Ex 17

Ref/Pot 1

Received of M. S. Leary
for Williamst Johnson co
for team + wagons
Halling Lumber
to R R Siding

150 hours 60¢ per hour \$ 9000

20 for 1 Manise per ton 500

7/4/24

~~\$ 9500~~

paid ✓ 5700
Dolls Due 3800

Em Brown

pay Real at Windsor
for Halling Lumber ^{va}
and Loading
week Ending 7/4/24

	Date	30	1	2	3	4	5	Time	
Harvard Hite ✓	27 ^c	10	10	10	10	x	x	40	\$1100
Clemmie May ✓	20 ^q	7	10	x	x	x	x	17	" 340
Allie Jones ✓	20 ^q	10	10	10	10	10	10	60	" 1200
J. H. Tucker ✓	20	x	10	10	x	x	x	20	" 400
W White									<u>3040</u>
No 1 Team & Wagon	60 ^q	10	10	x	10	10	x	40	" 2400
" 2 " "	✓ 60 ^q	10	10	x	10	10	x	40	2400
							✓		<u>4800</u>

Mr. Benson

No 1	Lean & Waggon	60¢	10	5	10	x	10	35	2100
" 2	" " "	✓ 60¢	10	x	x	10	10	30	1800
" 3	" " "	✓ 60¢	10	x	x	10	10	30	1800
" 4	" " "	✓ 60¢	10	x	x	10	10	30	1800
" 5	" " "	✓ 60¢	10	x	x	5	10	25	1500
1 Man		✓ 25¢	10	x	x	x	10	20	500
M S Leaf								✓	89500

DRY GOODS, NOTIONS, GROCERIES, CLOTHING
COUNTRY PRODUCE A SPECIALTY

Windsor, Va.

1921

M

No.

MC CORMICK ASSURANCE CO.

Reg. No.

Clerk

Account
Forwarded

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

[Handwritten entries in the account ledger]

444
444
444

37

Your account started 10-1-1921. If not found, return at once.



IF THE GOODS PURCHASED ON
THIS SLIP ARE NOT RIGHT

IT IS OUR FAULT.

IF YOU DO NOT PROMPTLY
LET US KNOW IN SUCH A CASE
SO THAT WE MAY RIGHT THE
WRONG, WHICH WE WILL
GLADLY DO

IT IS YOUR FAULT.

We appreciate your patronage and are
anxious to serve you well.

Please save all your slips as they con-
stitute your full account, and in case of dis-
crepancy bring the slips back to our store
and we will compare them with copies which
we keep in our store, and we will be pleased
to check over with you.

THANK YOU

ROBT. A. RHODES

WINDSOR,

VIRGINIA

We use The McCaskey System and your
account is stated to date. Save your slips.



Manufactured by The McCaskey Register Co., Alliance, O.

M S Leary

Expenses at Windsor va

6/30 fare R R fare \$ 1.24

" " Board " 1.17

7/1/24 " Board " 1.17

7/2/24 " Board " 1.17

7/3/24 " Board " 1.17

7/4/24 " Board " 1.17

7/5/24 " Board " 1.17

7/5/24 " R R fare " 1.24

\$ 9.50

per Week Salary

6/30 to 7/5/24 3000

\$ 39.50

Student attached

✓ 8.40

M, S, Leary \$ 47.90

5.00
52.90

mind over va

July 5 = 1924

Money paid out

By M. S. Leary for Expenses

$\frac{7}{2}$ to J. H. Tucker \$ 5 00

$\frac{7}{2}$ for Gasline in Suffolk 1 40

$\frac{7}{2}$ paid J. H. Tucker

" for painting Smoke Stack 1 00

\$ 8.40

This was paid cash

M. S. Leary

paid out for Mr Gray
\$ 500 cash for Labor

received

Received of M. S. Leary
for William & Johnson co
for Teams & Wagons

Halling Lumber to ^{RR} Siding
7/4 80 hours loc \$48 00

W. C. White

minsdw va

Received of M. S. Leary
for William & Johnson co
for Labor Drying Truck

7/4/24 40 hours

\$11.00

Herbert Hite

minsdw va

Received of M. S. Leary
for William & Johnson
for Labor Loading cars

7/4/24 17 hours

\$3.40

Clarence Beyer

FORM 45

REQUISITION ON STOCK ROOM

Date _____

Owner

Repair Order No.

Make of Car.

Model

COMFORT PRINTING SPECIALTY CO. ST. LOUIS MO. (ALL RIGHTS RESERVED)

QUANTITY REQUIRED	PART NO.	ARTICLE	PRICE	AMOUNT
		patching truck tire		1.00
		Davis		
		TOTAL		

Ordered by

O. K.

Foreman

mindarva

Received of M. S. Leary
for William & Johnson Co
for Labor Loading cars
7/4/24 60 hours \$1200

Herbert White
for Garner

FORM 45

REQUISITION ON STOCK ROOM

Date

Owner

Repair Order No.

Make of Car

Model

COMFORT PRINTING SPECIALTY CO. ST. LOUIS MO. (ALL RIGHTS RESERVED)

QUANTITY REQUIRED	PART NO.	ARTICLE	PRICE	AMOUNT
		patching tire		600
		Paid		
		7/5/24		
		Fulphar Garage		
		By J. R. Fulphar		
		TOTAL		

Ordered by

O. K.

Foreman

FORM 45

REQUISITION ON STOCK ROOM

Date _____

Owner

Repair Order No.

Make of Car.

Model

COMFORT PRINTING SPECIALTY CO. ST. LOUIS MO. (ALL RIGHTS RESERVED)

QUANTITY REQUIRED	PART NO.	ARTICLE	PRICE	AMOUNT
1	2nd	hand 35X5 tire		6.50
			TOTAL	

Ordered by

O. K.

Foreman

FIRE	ÆTNA FIRE	RENT
MARINE		PROFITS
TORNADO		EXPLOSION
AUTOMOBILE	UNDERWRITERS	LEASEHOLD
RENTAL VALUE		PARCEL POST
REGISTERED MAIL		TRANSIT FLOATERS
TOURISTS' BAGGAGE	DEPARTMENT	SPRINKLER LEAKAGE
USE AND OCCUPANCY		SALESMEN'S SAMPLES
AUTOMOBILE TRUCK	OF THE	RIOT AND CIVIL COMMOTION

Ætna Insurance Co., Hartford, Conn.

$$\begin{array}{r}
 933 \\
 616 \\
 \hline
 - 18 \quad 7549 \\
 \quad 197 \\
 \hline
 1352 \quad \checkmark
 \end{array}$$

$$\begin{array}{r}
 166 \quad 1 \times 7 = 126 \\
 7
 \end{array}$$

$$\begin{array}{r}
 1162 \\
 194 \\
 \hline
 1356 \quad \checkmark
 \end{array}$$

$$\begin{array}{r}
 810 \quad 1 \times 8 = 15 \\
 8 \\
 \hline
 8180 \\
 15 \\
 \hline
 1297200 \\
 8100
 \end{array}$$

$$\begin{array}{r} 860 \\ 5- \end{array}$$

$$\begin{array}{r} 4300 \\ 15- \end{array}$$

$$\begin{array}{r} 12 \overline{) 21560} \\ \underline{955-} \\ 20545- \end{array}$$

FIRE
MARINE
TORNADO

AUTOMOBILE
RENTAL VALUE

REGISTERED MAIL
TOURISTS' BAGGAGE
USE AND OCCUPANCY

AUTOMOBILE TRUCK TRANSIT

ÆTNA FIRE UNDERWRITERS

DEPARTMENT

OF THE

RENT
PROFITS
EXPLOSION
LEASEHOLD

PARCEL POST
TRANSIT FLOATERS
SPRINKLER LEAKAGE
SALESMEN'S SAMPLES
RIOT AND CIVIL COMMOTION

Ætna Insurance Co., Hartford, Conn.

432 for 149-15

9
3888 69
1.5

19440
3888

12) 18320 - 7
4860

Exhibit 8

1

1745

2/2/18

1745

1745

1745

1745

1745

1745

1745

1745

TABLE OF WAGES—For One or Two Weeks.

Nrs.	\$1.00	\$1.50	2.00	\$2.50	3.00	\$3.50	\$4.00	4.50	\$5.00	\$5.50	6.00
1	.00	.14	.18	.21	.24	.27	.30	.33	.41	.47	.50
2	.14	.28	.33	.41	.50	.56	.63	.71	.84	.99	1.10
3	.33	.55	.66	.84	1.10	1.17	1.33	1.55	1.66	1.91	2.20
4	.55	.77	1.10	1.22	1.55	1.77	2.00	2.22	2.55	2.77	3.30
5	.66	1.10	1.33	1.66	2.00	2.33	2.66	3.00	3.33	3.66	4.50
6	.84	1.22	1.66	2.00	2.33	2.91	3.33	3.77	4.11	4.55	5.40
7	1.10	1.55	2.00	2.50	3.00	3.50	4.00	4.50	5.00	5.50	6.60
8	1.17	1.77	2.33	2.91	3.50	4.00	4.66	5.22	5.88	6.44	7.80
9	1.33	2.00	2.66	3.33	4.00	4.66	5.33	6.00	6.66	7.33	9.00
10	1.55	2.22	3.00	3.77	4.55	5.22	6.00	6.77	7.55	8.22	9.90

Days	FIRST WEEK										
1	.16 $\frac{1}{2}$	.25	.33 $\frac{1}{2}$	.41 $\frac{1}{2}$	.50	.58 $\frac{1}{2}$	.66 $\frac{1}{2}$	.75	.83 $\frac{1}{2}$	.91 $\frac{1}{2}$	1.00
2	.33 $\frac{1}{2}$	.50	.66 $\frac{1}{2}$	.83 $\frac{1}{2}$	1.00	1.16 $\frac{1}{2}$	1.33 $\frac{1}{2}$	1.50	1.66 $\frac{1}{2}$	1.83 $\frac{1}{2}$	2.00
3	.50	.75	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00
4	.66	1.00	1.33 $\frac{1}{2}$	1.66 $\frac{1}{2}$	2.00	2.33 $\frac{1}{2}$	2.66 $\frac{1}{2}$	3.00	3.33 $\frac{1}{2}$	3.66 $\frac{1}{2}$	4.00
5	.83 $\frac{1}{2}$	1.25	1.66 $\frac{1}{2}$	2.08 $\frac{1}{2}$	2.50	2.91 $\frac{1}{2}$	3.33 $\frac{1}{2}$	3.75	4.16 $\frac{1}{2}$	4.58 $\frac{1}{2}$	5.00
6	1.00	1.50	2.00	2.50	3.00	3.50	4.00	4.50	5.00	5.50	6.00

DAYS		SECOND WEEK									
7	1.16	1.75	2.33	2.91	3.50	4.08	4.66	5.25	5.83	6.41	7.00
8	1.33	2.00	2.66	3.33	4.00	4.66	5.33	6.00	6.66	7.33	8.00
9	1.50	2.25	3.00	3.75	4.50	5.25	6.00	6.75	7.50	8.25	9.00
10	1.66	2.50	3.33	4.16	5.00	5.83	6.66	7.50	8.33	9.16	10.00
11	1.83	2.75	3.66	4.58	5.50	6.41	7.33	8.25	9.16	10.08	11.00
12	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00

Hrs.	\$6.50	\$7.00	7.50	\$8.00	9.00	\$10	\$11	\$12	\$13	\$14	\$15
$\frac{1}{2}$	.51 $\frac{5}{8}$	.56 $\frac{1}{2}$	.61 $\frac{1}{2}$	.66 $\frac{1}{2}$	.71 $\frac{1}{2}$	.81 $\frac{1}{2}$	.91 $\frac{1}{2}$	1.0	1.08 $\frac{1}{2}$	1.17 $\frac{1}{2}$	1.26 $\frac{1}{2}$
1	.10	.11 $\frac{1}{2}$	.12 $\frac{1}{2}$	.13 $\frac{1}{2}$	.15	.16 $\frac{1}{2}$	.18 $\frac{1}{2}$	.20	.21 $\frac{1}{2}$	.23 $\frac{1}{2}$	.25
2	.20	.23 $\frac{1}{2}$	.25	.26 $\frac{1}{2}$	.30	.33 $\frac{1}{2}$	.36 $\frac{1}{2}$	.40	.43 $\frac{1}{2}$	.46 $\frac{1}{2}$	.50
3	.32	.35	.37 $\frac{1}{2}$	.40	.45	.50	.55	.60	.65	.70	.75
4	.43 $\frac{1}{2}$	.46 $\frac{1}{2}$	.50	.53 $\frac{1}{2}$	.60	.66 $\frac{1}{2}$	.73 $\frac{1}{2}$	.80	.86 $\frac{1}{2}$	.93 $\frac{1}{2}$	1.00
5	.54 $\frac{1}{2}$	.58 $\frac{1}{2}$	.62 $\frac{1}{2}$	.66 $\frac{1}{2}$	.75	.83 $\frac{1}{2}$	.91 $\frac{1}{2}$	1.00	1.08 $\frac{1}{2}$	1.16 $\frac{1}{2}$	1.25
6	.65	.70	.75	.80	.90	1.00	1.10	1.20	1.30	1.40	1.50
7	.75	.81 $\frac{1}{2}$	.87 $\frac{1}{2}$	.93 $\frac{1}{2}$	1.05	1.16 $\frac{1}{2}$	1.28 $\frac{1}{2}$	1.40	1.51 $\frac{1}{2}$	1.63 $\frac{1}{2}$	1.75
8	.86 $\frac{1}{2}$	.93 $\frac{1}{2}$	1.00	1.06 $\frac{1}{2}$	1.20	1.33 $\frac{1}{2}$	1.46 $\frac{1}{2}$	1.60	1.73 $\frac{1}{2}$	1.86 $\frac{1}{2}$	2.00
9	.97 $\frac{1}{2}$	1.05	1.12 $\frac{1}{2}$	1.20	1.35	1.50	1.65	1.80	1.95	2.10	2.25

Days	FIRST WEEK										
1	1.08	1.16	1.25	1.33	1.50	1.66	1.83	2.00	2.16	2.33	2.50
2	2.16	2.33	2.50	2.66	3.00	3.33	3.66	4.00	4.33	4.66	5.00
3	3.25	3.50	3.75	4.00	4.50	5.00	5.50	6.00	6.50	7.00	7.50
4	4.33	4.66	5.00	5.33	6.00	6.66	7.33	8.00	8.66	9.33	10.00
5	5.41	5.83	6.25	6.66	7.50	8.33	9.16	10.00	10.83	11.66	12.50
6	6.50	7.00	7.50	8.00	9.00	10.00	11.00	12.00	13.00	14.00	15.50

DATE	SECOND WEEK										
7	7.58 ¹ / ₂	8.16 ¹ / ₂	8.75	9.33 ¹ / ₂	10.50	11.66 ¹ / ₂	12.83 ¹ / ₂	14.00	15.16 ¹ / ₂	16.33 ¹ / ₂	17.50
8	8.66 ¹ / ₂	9.33 ¹ / ₂	10.00	10.66 ¹ / ₂	12.00	13.33 ¹ / ₂	14.66 ¹ / ₂	16.00	17.33 ¹ / ₂	18.66 ¹ / ₂	20.00
9	9.75	10.50	11.25	12.00	13.50	15.00	16.50	18.00	19.50	21.00	22.50
10	10.83 ¹ / ₂	11.66 ¹ / ₂	12.50	13.33 ¹ / ₂	15.00	16.66 ¹ / ₂	18.33 ¹ / ₂	20.00	21.66 ¹ / ₂	23.33 ¹ / ₂	25.00
11	11.91 ¹ / ₂	12.83 ¹ / ₂	13.75	14.66 ¹ / ₂	16.50	18.33 ¹ / ₂	20.16 ¹ / ₂	22.00	23.83 ¹ / ₂	25.66 ¹ / ₂	27.50
12	13.00	14.00	15.00	16.00	18.00	20.00	22.00	24.00	26.00	28.00	30.00

[illegible]

Time Book for Two Weeks ending

July 21 ending 27 1943

	NAME		S M T W T F S							S M T W T F S							No. of Hours	Rate p. Hour	AMOUNT OF WAGES.		AMOUNT PAID.	
			S	M	T	W	T	F	S	S	M	T	W	T	F	S						
	Harmon Hurdolph	X	S	10	6 1/2	10	10	10									46 1/2	35	16	27		
	Lenward Edward	5	S	10	6 1/2	10	10	10									51 1/2	20	10	30		
	Gorge Johnson	5	S	10	6 1/2	10	10	1									42 1/2	22 1/2	9	50		
	Tom Larden	5	S	10	6 1/2	10	10	3									44 1/2	20	8	90		
	L Larden	X	S	10	6 1/2	10	10	5									48 1/2	20	8	30		
	Henry Delk	5	S	10	6 1/2	10	10	1									42 1/2	20	8	50		
	Tom Garrison	5	S	10	6 1/2	10	10	1									42 1/2	20	8	50		
	Phineas Delk @ 200	5	S	3	6	10	10	10									54	20	10	80		
	Willie Jones	5	S	5	6	10	10	X									36	20	7	20		
	Jessie Carter	5	S	5	6	10	10	X									36	20	7	20		
	Willie Parley	5	S	10	6	10	10	10									51	20	10	20		
	Jasper Smith	5	S	5	6	10	10	10									51	20	10	20		
	Clifton Williams	5	S	3	X	10	10	10									38	20	7	60		
	J A Tucker	X	S	10	6 1/2	10	10	X									36 1/2	20	7	30		
	L Harris	X	S	10	6 1/2	10	10	10									46 1/2	22 1/2	10	46		
	L. Hall	X	S	10	6 1/2	10	10	1									37 1/2	20	7	50		
	L Harris @ 100	5	S	X	X	X	X	X									5	20	1	00		
	Jina Delk	5	S	X	X	X	X	X									5	20	1	00		
	Bob Hall	X	S	X	6	10	10	10									36	20	7	20		
	Robert Hall	2	S	7	X	X	X	X									2	20		40		
	Jimm Bell	3	S	X	X	X	X	X									3	20		60		
	Mack Banett	X	S	10	5	X	5	10									30	25	7	50		
																			766	49		

Time Book for Two Weeks ending

July 30 Ending Aug 3 1923

[illegible]

Williams Property Johnson
Time Book for Two Weeks ending

Aug 4 to Aug 10th 1923

NAME	S	M	T	W	T	F	S	S	M	T	W	T	F	S	No. of Hours	Rate p. Hour	AMOUNT OF WAGES.	AMOUNT PAID.
H. B. Hedgepeth	5	0	10	10	10	10									53	35	19.25	
J. A. Tucker	5	0	X	9 1/2	10	10									44 1/2	20	8.90	
L. Darden	5	0	10	9 1/2	5	X	X								29 1/2	20	5.90	
O. Harris	5	0	10	9 1/2	10	10	X								44 1/2	22 1/2	10.02	
Tom Darden	5	0	10	9 1/2	10	10									5 1/2	20	10.90	
Tom Cannon	5	0	10	9 1/2	10	10									5 1/2	20	10.90	
Lynwood Edwards	5	0	10	10	10	10									55	20	11.00	
Phurmy Delk	5	0	10	10	10	10									55	20	11.00	
Willie Tines	+	0	X	10	10	10									40	20	8.00	
Jessie Carter	X	0	X	10	10	10									40	20	8.00	
Jim Delk	5	0	X	10	10	10									45	20	9.00	
Geo Johnson	5	0	10	9 1/2	10	10									52 1/2	22 1/2	12.27	
McKinley Delk	5	0	X	9 1/2	10	10									44 1/2	20	8.90	
Willie Bailey	5	0	10	10	10	10									55	20	11.00	
W. H. Wilson	5	0	10	X	X	X	7								22	20	4.40	
Lillian Hedgepeth	5	0	10	9 1/2	10	10									54 1/2	20	8.90	
Clifton Williams	5	0	10	10	10	10									50	20	10.00	
Jasper Smith	+	0	9	10	10	10									49	20	9.80	
Charlie Johnson	5	0	10	10	10	10									50	25	12.50	
L. Harris	+	0	X	X	10	10									30	20	6.00	
Geo Smith	+	0	X	X	X	X	7								7	20	1.40	

198.04

Time Book for Two Weeks ending

1910.10.10

Aug 11 to Aug 17 1923

NAME	10							10							MOUNT		AMOUNT PAID.	
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	HOURS	D. WAGES.		
H.C. Hedgcock	5	10	10	10	10	10									55	35	19 25	✓
J.A. Tucker	5	10	10	10	X	10									45	20	9 00	✓
K. Gordon	X	10	10	X	10	X									30	20	6 00	✓
J. Harris	X	10	10	10	10	10									50	22½	11 25	✓
Tom Gordon	X	10	10	10	10	10									50	20	10 00	✓
Tom Cannon	5	8	10	10	X	10									43	20	8 60	✓
Linwood Edwards	5	10	10	10	10	10									55	20	11 00	✓
Willie Jones	5	10	X	X	10	10									35	20	7 00	✓
Jesse Porter	5	10	10	10	10	10									55	20	11 00	✓
Geo. Johnson	X	10	10	10	10	10									50	22½	11 25	✓
McKinley Delt	5	10	10	10	5	X									40	20	8 00	✓
Willie Bailey	5	10	10	10	10	X									45	20	9 00	✓
W.H. Wilson	5	8	10	10	5	X									38	20	7 60	✓
Lillian Hedgcock	10	10	10	10	10	10 5									65	20	13 00	✓
Clifton William	X	10	10	10	5	X									35	20	7 00	✓
Jasper Smith	5	10	10	10	10	10									58	22	11 60	✓
Geo. Smith	8	10	10	10	10	10									40	20	8 00	✓
L. Harris	5	X	10	10	5	10									55	20	11 00	✓
Charlie Johnson	5	10	10	10	10	X									20	20	4 00	✓
L. Joyner	5	10	10	10	10	10									20	15	3 00	✓
Lee Edwards	X	10	10	X	X	X									5	20	1 00	✓
Geo. Wilson	X	10	10	X	X	X												✓
John Miller	5																	✓
																	21 180	

Aug 18 to Aug 24 1923

112	00
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Time Book for Two Weeks ending

	NAME	S	M	T	W	T	F	S
25	3 per 1x6-15	B						
596	" 1x Aug 9"-15 #2+13							5563
860	" 1x " 5-13 Edge							
668	" 1x6-15 Box							
436	" 1x8-15 "							
766	1x Aug 6'-15 Box							
432	" 1x Aug 9"-15 #2+13							4032
216	" 1x " 5-14 Edge Box							
852	1x Aug 8-15 "							
549	1x6-15 Box							
330	1x10-15 "							
90	1x10-15 "							
576	1x Aug 7-15 Box #2+13							
176	9-15 poplar							
558	1x6-15 Box							
456	1x9-14 Gum 18 high 25 wide							
1125	1x8-14 " 45" 25 "							
83	1x9-15 #2+13							
800	1x Aug 8-15 Red Oak							
368	1x Aug 4-15 Oak 16H 23 wide							
2738	2x4-14 pine							
438	1x7-14 #2+13							

19

S	M	T	W	T	F	S	No. of Hours	Rate p. Hour	AMOUNT OF WAGES.	AMOUNT PAID.
8	10	per	X	Aug 8'	-15	#2418				8100
5	2	"	2	x4	+12	Pine				12423
1500	ft	Bark	Slabs							416'
166	pk	avg	1x7-14	Gum						1500'
45	"	avg	1x8-14	Gum						1356'
8-25-	3	3								420'
									132,006 ft.	
Approx									26900 #2418	

Time Book for Two Weeks ending

-19

NAME	S	M	T	W	T	F	S	S	M	T	W	T	F	S	No. of Hours	Rate p. Hour	AMOUNT OF WAGES.		AMOUNT PAID.	
															31					

Time Book for Two Weeks ending

-19

NAME	S	M	T	W	T	F	S		S	M	T	W	T	F	S	No. of Hours	Rate p. Hour	AMOUNT OF WAGES.	AMOUNT PAID.
																	12 14 <u>6</u>		
									</										

Time Book for Two Weeks ending

19

[illegible]

Time Book for Two Weeks ending

19

[illegible]

19

$$\begin{array}{r} 17 \\ 33 \\ \hline 51 \\ 51 \\ \hline 612 \end{array}$$

aug 18 to aug 24 1923

#4189

Time Book for Two Weeks ending

Aug 11 to Aug 17 1923

[illegible]

July 28 Ending ^{Aug} 3 1923

[illegible]

July 21 ending 27 1923

4	8	6	4
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Time Book for Two Weeks ending

Aug 3	NAME	1923	S	M	T	W	T	F	S
Greene & Hall Logs									
540									
21.60									
152'67									
71'66									
224'33									
45									
22 1/2									
90									
90									
1122									
54012									
315									
275									
165									
1425									
152'67									

TABLE OF WAGES—For One, Two, Three and Four Weeks.

	\$1.00	\$1.50	2.00	\$2.50	3.00	\$3.50	\$4.00	4.50	\$5.00	\$5.50	6.00
1	.16	.25	.33	.41	.50	.58	.66	.75	.83	.91	1.00
2	.33	.50	.66	.83	1.00	1.16	1.33	1.50	1.66	1.83	2.00
3	.50	.75	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00
4	.66	1.00	1.33	1.66	2.00	2.33	2.66	3.00	3.33	3.66	4.00
5	.83	1.25	1.66	2.08	2.50	2.91	3.33	3.75	4.16	4.58	5.00
6	1.00	1.50	2.00	2.50	3.00	3.50	4.00	4.50	5.00	5.50	6.00
7	1.16	1.75	2.33	2.91	3.50	4.08	4.66	5.25	5.83	6.41	7.00
8	1.33	2.00	2.66	3.33	4.00	4.66	5.33	6.00	6.66	7.33	8.00
9	1.50	2.25	3.00	3.75	4.50	5.25	6.00	6.75	7.50	8.25	9.00
10	1.66	2.50	3.33	4.16	5.00	5.83	6.66	7.50	8.33	9.16	10.00
11	1.83	2.75	3.66	4.58	5.50	6.41	7.33	8.25	9.16	10.08	11.00
12	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00
13	2.16	3.25	4.33	5.41	6.50	7.58	8.66	9.75	10.83	11.91	13.00
14	2.33	3.50	4.66	5.83	7.00	8.16	9.33	10.50	11.66	12.83	14.00
15	2.50	3.75	5.00	6.25	7.50	8.75	10.00	11.25	12.50	13.75	15.00
16	2.66	4.00	5.33	6.66	8.00	9.33	10.66	12.00	13.33	14.66	16.00
17	2.83	4.25	5.66	7.08	8.50	9.91	11.33	12.75	14.16	15.58	17.00
18	3.00	4.50	6.00	7.50	9.00	10.50	12.00	13.50	15.00	16.50	18.00
19	3.16	4.75	6.33	7.91	9.50	11.08	12.66	14.25	15.83	17.41	19.00
20	3.33	5.00	6.66	8.33	10.00	11.66	13.33	15.00	16.66	18.33	20.00
21	3.50	5.25	7.00	8.75	10.50	12.25	14.00	15.75	17.50	19.25	21.00
22	3.66	5.50	7.33	9.16	1.00	12.83	14.66	16.50	18.33	20.16	22.00
23	3.83	5.75	7.66	9.58	11.50	13.41	15.33	17.25	19.16	21.08	23.00
24	4.00	6.00	8.00	10.00	12.00	14.00	16.00	18.00	20.00	22.00	24.00
Days	\$6.50	\$7.00	7.50	\$8.00	9.00	\$10	\$11	\$12	\$13	\$14	\$15
1	1.0	1.16	1.25	1.33	1.50	1.66	1.83	2.00	2.16	2.33	2.50
2	2.16	2.33	2.50	2.66	3.00	3.33	3.66	4.00	4.33	4.66	5.00
3	3.25	3.50	3.75	4.00	4.50	5.00	5.50	6.00	6.50	7.00	7.50
4	4.33	4.66	5.00	5.33	6.00	6.66	7.33	8.00	8.66	9.33	10.00
5	5.41	5.83	6.25	6.66	7.50	8.33	9.16	10.00	10.83	11.66	12.50
6	6.50	7.00	7.50	8.00	9.00	10.00	11.00	12.00	13.00	14.00	15.00
7	7.58	8.16	8.75	9.33	10.50	11.66	12.83	14.00	15.16	16.33	17.50
8	8.66	9.33	10.00	10.66	12.00	13.33	14.66	16.00	17.33	18.66	20.00
9	9.75	10.50	11.25	12.00	13.50	15.00	16.50	18.00	19.50	21.00	22.50
10	10.83	11.66	12.50	13.33	15.00	16.66	18.33	20.00	21.66	23.33	25.00
11	11.91	12.83	13.75	14.66	16.50	18.33	20.16	22.00	23.83	25.66	27.50
12	13.00	14.00	15.00	16.00	18.00	20.00	22.00	24.00	26.00	28.00	30.00
13	14.0	15.16	16.25	17.33	19.50	21.66	23.83	26.00	28.16	30.33	32.50
14	15.16	16.33	17.50	18.66	22.50	25.00	27.50	30.00	32.50	35.00	37.50
15	16.25	17.50	18.75	20.00	22.50	25.00	27.50	30.00	32.50	35.00	37.50
16	17.33	18.66	20.00	21.33	24.00	26.66	29.33	32.00	34.66	37.33	40.00
17	18.41	19.83	21.25	22.66	25.50	28.33	31.16	34.00	36.83	39.66	42.50
18	19.50	21.00	22.50	24.00	27.00	30.00	33.00	36.00	39.00	42.00	45.00
19	20.58	22.16	23.75	25.33	28.50	31.66	34.83	38.00	41.16	44.33	47.50
20	21.66	23.33	25.00	26.66	30.00	33.33	36.66	40.00	43.33	46.66	50.00
21	22.75	24.50	26.25	28.00	31.50	35.00	38.50	42.00	45.50	49.00	52.50
22	23.83	25.66	27.50	29.33	33.00	36.66	40.33	44.00	47.66	51.33	55.00
23	24.91	26.83	28.75	30.66	34.50	38.33	42.16	46.00	49.83	53.66	57.50
24	26.00	28.00	30.00	32.00	36.00	40.00	44.00	48.00	52.00	56.00	60.00

THIS AGREEMENT, Made and entered into this the 17th day of August in the year 1923 by and between T. H. JARVIS of Virginia Beach, Virginia, and ~~W. S. BOWLER of Norfolk, Virginia~~ party of the first part hereinafter called the contractor, and WILLIAMS & JOHNSON INC. of Norfolk, Virginia party of the second part hereinafter called the Company, to-wit:-

WITNESSETH:

Whereas, the said Company is the owner of a certain lot of timber known as the Whitley tract and the Robertson tract located near Windsor, Virginia, in Isle of Wight County, on which the said Company owns and has located a certain sawmill equipped for manufacturing lumber and whereas the said Contractor has examined the said tract of timber and said sawmill and is familiar with its location and condition, and whereas the said Contractor is the owner of ample team, logging equipment, etc. and desires to enter into contract for the manufacturing of said timber into lumber, it is mutually agreed between the parties hereto as follows, to wit:-

That for and in consideration of the mutual promises and agreements between the parties hereto and the work to be done and the payment of money as outlined hereinafter, the parties hereto agree:

FIRST: The said Contractor will furnish all necessary teams, log wagons, skidder and skidder equipment and log, saw and rack, air dried, and haul to Railroad siding at Windsor, Virginia, and load on cars as ordered by the Company, all the lumber manufactured from said standing timber, keeping therefor on the premises sufficient team and equipment and operating continuously until all the lumber is manufactured from said tract; sawing and putting on racks, based on fifty-five (55) hours weekly time, not less than thirty five thousand (35000) feet board measure of lumber every week during the life and term of this contract.

SECOND: All the lumber manufactured under this agreement, unless by mutual agreement otherwise, shall be as follows:

Pine timber into four quarter (4/4) boards in six (6), eight (8), and ten (10) inch widths, and Edge boards, all piled or racked separately on yard, from which shall be separated at Mill and separately racked in one rack and as one grade all number three (#3) and better boards, the said lumber to be racked and handled in a proper manner to insure its proper drying without stain and all lumber to be evenly and properly manufactured and cut thick enough and wide enough to insure its measurements to the widths named herein when dry. Pine logs too small for the manufacturing of six (6) inch boards shall be cut into two by four (2x4) stock and stick piled.

Gum lumber to be manufactured to the same sizes as Pine but to be stick piled and all widths and lengths piled together.

Poplar the same as Gum.

Cypress to be cut into four quarter (4/4) boards the same as Pine but stick piled, all widths together, except the Company shall have the option to have these widths separated. All lumber to be manufactured in regular standard lengths ten to sixteen feet and all logs cut to secure the maximum quantity of sixteen foot lengths.

THIRD: The Contractor agrees to get his equipment on the ground and take charge and begin operating not later than the 27th day of August 1923, and to take over as is and where is the sawmill and its equipment owned by the Company and operate the same keeping it in good repair and returning it to the Company at the expiration of this contract in as good condition as received, ordinary wear and tear only excepted.

FOURTH: The Company agrees to pay the said Contractor for performance of the work herein outlined the following prices:

All lumber except Cypress at Twelve Dollars and Fifty cents (\$12.50) per thousand feet.

Cypress lumber, Fifteen Dollars and Fifty Cents (\$15.50) per thousand feet.

Contractor to bear one-half inspection charges paid by the Company; and further agrees to cut all slabs into cordwood of four foot lengths; to pile same on yard and when dry haul and load on cars at Windsor, Virginia, for the sum of Two Dollars and Fifty Cents (\$2.50) per cord.

The Company agrees to make an estimate, which shall be as close a count as is practicable, of the lumber manufactured by the Contractor each two weeks and to advance the said Contractor for lumber on yard on the basis of ninety percent (90%) of the Pine and other lumber, excepting Cypress, at ten (\$10.00) Dollars per thousand feet and the Cypress lumber at Thirteen (\$13.00) Dollars per thousand feet, and to make similar advances against balance when shipments are made. It is agreed that a checking and settlement shall be made once every six (6) months between the parties hereto.

FIFTH: It is further agreed that the said Contractor will purchase from the Company, title reserved until finally paid for, a certain Reo Truck owned by the said Company and in use in hauling lumber from said tract to Windsor, Virginia, and shall accept said Truck and pay for same at cost to said Company, less a deduction of fifty (50%) cents per thousand feet for all lumber the said Company has hauled with said truck.

In the event the Contractor fails or refuses to do the work as outlined in this Agreement, the Company may at its option, after five (5) days written notice, either cancel this Contract or take possession of all equipment and team on property

in use by contractor and have the work done for the account of the Contractor charging them for cost including Superintendent and overhead expense.

IN WITNESS WHEREOF, We the parties hereto have hereunto set our hands this the day and year first above mentioned.

WITNESS

H. Shephard

WITNESS

ATTEST

J. L. Williams
Secretary.

T. H. JARVIS

T. H. Jarvis

~~W. S. DOWLER~~

WILLIAMS & JOHNSON INC.

BY P. F. Williams
Pres

CONTRACT

MANUFACTURING & LOADING
WHITLEY AND ROBERTSON TRAMS

T. H. JARVIS. CONTRACTOR

5/31/20 Feb 0.

"Exhibit A"

Dep cke	1000
847	<u>100</u>

11

The Court instructs the jury that the letter written & signed by J. L. Williams dated March 1, 1925 speaks for itself, and unless the jury believe that the plaintiff Williams & Johnson Incorporated have satisfactorily explained it, is conclusive as to the amount of lumber on the yard when Jacob's commenced operations.

William J. Lee

Jury May 28. 25
Gautier P.D. app.

42

The court instructs the jury that if you believe from the evidence that the defendant cut a large quantity of timber which he was obligated under his contract to manufacture into lumber, and that he left said cut timber in the woods and as a result thereof it rotted

or otherwise became unfit to be manufactured *that his failure to so manufacture the same into lumber was not* into lumber, then you should find for the plaintiff

and fix its damages at the reasonable value of this timber had it not been cut.

July 28-25.
Charles B.D.W.
in 1925

Received by my hand on 8/1/25 of the Plaintiff

B₁

The court instructs the jury that if you believe from the evidence ^{that there is no fault or default of the plaintiff} that the defendant violated the terms of his contract with the plaintiff, and that the plaintiff as a result thereof was forced to fulfill the defendant's obligations under said contract, then you should find for the plaintiff and fix the damages at such amount as was necessarily ^{4 to fulfill the contract} expended by the ~~plaintiff for this purpose.~~

William Johnson Co.

Javro. 3 May 28-25.
Lester B. B. B.
rec. of J. B.

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT
JULY28th, 1925.

Williams and Johnson, Inc.

v)

T.H. Jarvis

This cause came on this day to be again heard on the papers formerly read. and on the issue out of Chancery heretofore ordered to be made up and tried at the ~~bar~~^{bar} of this Court by decree heretofore entered, and having been submitted to a jury, duly impanelled and sworn according to law, and said issue having been decided by said jury in the words and figures to-wit: "We, the jury find for the plaintiff and fix the damages at one dollar.;" and the plaintiff and defendant having moved the Court on the law side, to set aside said verdict, as contrary to the law and evidence, and the said motion having been sustained to which action of the Court the plaintiff excepted, all of which has been certified to the Chancery side of this Court; On consideration whereof the Court doth now adjudged, order and decree that the report of Commissioner in Chancery Edwin J. Smith, be confirmed, and doth further adjudge, order and decree that the plaintiff pay to the defendant the sum of two hundred and six dollars and thirty four cents, with interest thereon from the 8th day of November, 1924, and that it pay the costs of this cause, up to and including the report of the Commissioner in Chancery, and one half of the stenographic report of the testimony taken before the said Commissioner, and that the defendant pay all the costs of this cause up to and including the final decree herein, and one half of the said stenographic report of said testimony. And the complainant having indicated its intention to apply to the Supreme Court of

Appeals for an appeal from this decree, it is ordered that the execution of this decree be suspended for a period of sixty days, upon the execution by the Complainant of a bond with surety approved by the Clerk of this Court, in the penalty of \$500.00 conditioned according to law.

And nothing further appearing to be done herein, this cause is removed from the docket.

VIRGINIA: IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, JULY
28TH, 1925.

Williams and Johnson, Inc.

v) 44/.

T.H. Jarvis

This day came again the parties, by counsel, and the Court having heard the argument of counsel on the motion to set aside the verdict of the jury as contrary to the law and evidence, and grant them a new trial, doth sustain the said motion and doth set aside the said verdict of the said jury as contrary to the law and the evidence, to which action of the Court, the plaintiff by counsel, excepted, and it is further ordered that this action of the Court be certified to the Chancery side of this Court to be there dealt with according to law.

William J. Jones
J. H. Jones

13

to be more difficult with increasing to me.

the court be permitted to the Chancery side of this court

accepted, and it is further ordered that this section be

to which portion of the court, the plaintiff be confined,

the said court be confined to the law and the evidence,

the said court be confined to the law and the evidence,

and evidence, and shall they be now to be, both in the

but aside the verdict of the jury be confined to the law and

court remain here and shall be confined to the law and

the said court be confined to the law and the evidence,

and evidence,

and evidence,

C. L. O. B.
1675
July 25
Exhibit

Book 7

Page 290

WILLIAM J. JONES

ALBANY: IN THE CHANCERY COURT OF THE STATE OF NEW YORK, 1875

Virginia,

In the Circuit Court of Isle of Wight County.

WILLIAMS & JOHNSON, INCORPORATED,
a corporation duly chartered,
organized and existing under and
by virtue of the laws of the State
of Virginia,

Complainant,

v.

T. H. JARVIS,

Defendant.

This cause came on this day to be again heard upon the papers formerly read and upon the issue out of chancery and the verdict of the jury upon said issue and upon the motion of the complainant and the defendant to set aside the said verdict, and was argued by counsel.

On consideration whereof, the court doth set aside the said verdict and doth confirm the report of Commissioner E. J. Smith and doth adjudge, order and decree that the complainant pay to the defendant the sum of \$206.34 with interest thereon from the 8th day of November, 1924, and doth further adjudge, order and decree that the complainant pay the costs of this cause up to and including the report of said Commissioner and one-half of the stenographic report of the evidence, and that the defendant pay the costs subsequent to said report (including one-half of said stenographic report). And nothing further remaining to be done in this cause, it is removed from the docket.

12

Williams & Johnson, Inc.

vs.

T. H. Jarvis.

DECREE.

Seen: July 27th 1928

*W. H. Bragg
Counsel for
T. H. Jarvis.*

*Re-written by the Court.
This not entered.*

LAW OFFICES OF
S. BURNELL BRAGG

403-404-405 BOARD OF TRADE BUILDING
NORFOLK, VIRGINIA

HAMPTON ROADS PAPER CO., NORFOLK

Virginia,

In the Circuit Court of Isle of Wight County.

WILLIAMS & JOHNSON, INCORPORATED,
a corporation duly chartered,
organized and existing under and
by virtue of the laws of the State
of Virginia,

Complainant,

v.

T. H. JARVIS,

Defendant.

DECREE.

This cause came on this day to be heard on the papers formerly filed therein, the report of Edwin J. Smith, Special Commissioner, filed in said cause, the exceptions thereto filed on behalf of the complainant and on behalf of the defendant, the petitions of the complainant and defendant for an issue out of chancery for a decision of the issues raised in the Special Commissioner's report, and the complainant's and defendant's exceptions, and the same was argued by counsel.

On consideration whereof, the court doth order, adjudge and decree that an issue be made up and tried by this court to determine the following:

1st. Who caused the breach of the contract of August 17, 1923, between the complainant and the defendant.

2nd. The amount of lumber on the yards that had been sawed by Williams & Johnson, Inc., before Jarvis began operations under the contract between the parties hereto of August 17, 1923.

3rd. Damages to the complainant or the defendant caused when the defendant ceased to operate further under the contract of August 17, 1923.

And it is ordered that on the trial of said issues the said complainant shall maintain the affirmative.

P.A. Edwards
The Great C.H.

10
WILLIAMS & JOHNSON, INC.

VS.

T. H. JARVIS.

DECREE.

Item:

W.R. Ashburn
P. d.

1
S. Burnell Bragg
N. g. t.

1475
May 1
W. R. Ashburn

LAW OFFICES OF
S. BURNELL BRAGG
403-404-405 BOARD OF TRADE BUILDING
NORFOLK, VIRGINIA

Book 8, page 278
HAMPTON ROADS PAPER CO., NORFOLK

VIRGINIA: IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, JUNE 9th, 1924.

Williams and Johnson, Incorporated,
a corporation, etc.,

Complainant

v.

T. H. Jarvis.

Defendant.

Decree.

This cause came on this day to be heard on the bill of complaint, the injunction order against T. H. Jarvis, the defendant, the defendant's demurrer to said bill, the motion of the defendant to dissolve said injunction order, and the order heretofore entered in this cause directing an accounting between the parties; and the same was argued by counsel.

On consideration whereof it appearing to the Court that the accounting before Edwin J. Smith, Special Commissioner, pursuant to order heretofore entered in this cause on June 6thm, has not been completed, and that additional time will be required to complete said accounting, on motion of the defendant and by and with the consent of the complainant, evidenced by its endorsements of this order, it is Ordered, Adjudged and Decreed that said injunction order against the defendant, T.H. Jarvis, be and the same is hereby dissolved, and that this cause be and the same is hereby continued for the purpose of taking a full and complete accounting between the parties, and the said Edwin J. Smith, Special Commissioner, is hereby directed to take and state a full account of the operation between the parties under their contract of August 17th, 1923, which is referred to in and a part of the bill heretofore filed in this cause.

A Copy,

Teste,

R. A. Edwards
Clerk

By C. Ray Wills
D. C.

P. S. No corrections or interlineations made in original decree
by the Court.

VIRGINIA,

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

WILLIAMS AND JOHNSON, INCORPORATED,
a corporation, etc., Complainant,

v.

T. H. JARVIS, Defendant.

DECREE.

This cause came on this day to be heard on the bill of complaint, the injunction order against T. H. Jarvis, the defendant, the defendant's demurrer to said bill, the motion of the defendant to dissolve said injunction order, and the order heretofore entered in this cause directing an accounting between the parties; and the same was argued by counsel.

On consideration whereof it appearing to the Court that the accounting before Edwin J. Smith, Special Commissioner, pursuant to order heretofore entered in this cause on June 6th, has not been completed, and that additional time will be required to complete said accounting, on motion of the defendant and by and with the consent of the complainant, evidenced by its endorsement of this order, it is ORDERED, ADJUDGED AND DECREED that said injunction order against the defendant, T. H. Jarvis, be and the same is hereby dissolved, and that this cause be and the same is hereby continued for the purpose of taking a full and complete accounting between the parties, and the said Edwin J. Smith, Special Commissioner, is hereby directed to take and state a full account of the operation between the parties under their

contract of August 17th, 1923, which is referred to in and a part of the bill heretofore filed in this cause.

6
VIRGINIA, IN THE CIRCUIT
COURT OF ISLE OF WIGHT
COUNTY.

WILLIAMS AND JOHNSON, IN-
CORPORATED, a corporation,
etx.,

Complainant,

v.

T. H. JARVIS,
Defendant.

DECREE.

~~I cannot find~~
Have seen this
order -

Samuel Gregg

1424
June 9th
Enterprise
1914

Order Bk 8
page 206

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

In Vacation on the 5th day of June 1924.

Williams and Johnson, Incorporated,)
a corporation duly chartered and)
organized and existing under the)
laws of the State of Virginia,)
Complainant,)

IN CHANCERY

vs.)

DECREE.

T. H. Jarvis, Defendant.)

This cause came on this day to be heard on the bill of complainant, ^{the} ~~an~~ injunction order against T. H. Jarvis, defendant, the demurrer of said defendant to said bill, the motion of said defendant to dissolve said injunction, and the same was argued by Counsel.

On consideration whereof the Court being of opinion that it is necessary to an adjudication of the rights of the respective parties with respect to the continuance or dissolution of said injunction order that an account be stated between them of their operations under the contract between them, dated August 17, 1923, and referred to in the bill of complaint filed in this cause, doth therefore adjudge, order and decree as follows:

That Edwin J. Smith be appointed a Special Commissioner in this cause for the purpose of taking and stating said account, that this cause be and the same is hereby referred to said Edwin J. Smith, Special Commissioner, as aforesaid, who is hereby given full power to require the production before him

of all papers necessary to the taking of said account and is further empowered to summon all witnesses which he may be requested so to summon by either of the parties hereto, and to require their attendance.

The said Special Commissioner is directed to take all necessary evidence and take and make a complete accounting between the parties hereto of their operations under the contract aforesaid, the same to be made in two parts - first, an accounting of all operations during the first six months of the life of said contract, - and, second, an accounting of the operations to June 1st, 1924.

The said Special Commissioner is further directed to make a report to this court on Tuesday, June 10, 1924, of his findings under this decree.

All of which is certified to the Clerk of this Court to be entered in vacation.

P. D. White, Judge

5

VIRGINIA:
In the Circuit Court of
Isle of Wight County.

Williams and Johnson, Incor-
porated, a corporation,

vs.

T. H. Jarvis

IN CHANCERY - DECREE.

W. C. Conant
Decree
S. Burnell Bragg
M. R. Bragg

LAW OFFICES OF
S. BURNELL BRAGG
403-404-405 BOARD OF TRADE BUILDING
NORFOLK, VIRGINIA

Virginia,

In The Circuit Court of Isle of Wight County, ^{In Vacation} on the 30th day of May, 1924.

WILLIAMS & JOHNSON, INCORPORATED,
a corporation duly chartered and existing
under the laws of the State of Virginia,.....Complainant,

vs.

In Chancery,

T. H. JARVIS,.....Defendant.

This cause came on this day to be heard on the bill of complainant, ^{Only sworn to} with the exhibits filed therewith, and made a part thereof, and was argued by counsel for complainant.

On consideration whereof, the court being of the opinion that the complainant is entitled to the temporary injunction prayed for in the bill of complaint, it is accordingly adjudged, ordered and decreed that the defendant, T. H. Jarvis, be and he is hereby enjoined and restrained for a period of ninety (90) days from this date, from withdrawing or moving any of his team, log wagons or other equipment from the premises near Windsor, Virginia, mentioned in the bill of complaint. This injunction or order may be dissolved or enlarged by the court at any time during the said period of ninety (90) days.

This decree shall not take effect until the complainant or someone for it, shall have given bond, in accordance with law, in the sum of \$ 1500.00.

All of which is certified to the Clerk of this Court for entered in the Chancery Order book.

P. D. White Judge

VIRGINIA: Clerks office of the Circuit Court of the County of Isle of Wight May 30, 1924, at — O'clock — A.
this ~~case~~ ^{order} was received and with the certificate annexed, admitted to record.

Teste B. A. Edmund Clerk.

I executed the within injunction this the 31st day of ~~September~~^{May} 1924 in the County of Isle Of Wight, Virginia by serving a true copy of same upon Nollie Mitchell in person, whom I found in charge and who acknowledged to me that he was the agent of T. H. Jarvis.

W. H. Chapman, Sheriff.

By F. L. Wilson D.S.

Williams & Johnson, Inc.

vs.

T. H. Jarvis

DECREE.

D.B. H8

Page 219

5/30/24

LAW OFFICES OF
S. BURNELL BRAGG
~~403-404~~ 405 BOARD OF TRADE BUILDING
NORFOLK, VIRGINIA

LAW BUILDING
HAMPTON ROADS PAPER CO. NORFOLK

LAW OFFICES
EDWIN J. SMITH
NORFOLK, VA.

January 30, 1926

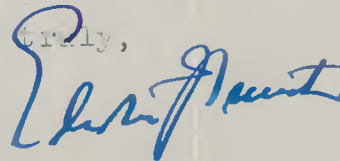
Mr. R. A. Edwards, Clerk
Isle of Wight Courthouse, Virginia

Dear Sir:

I have your letter enclosing check in the matter of Williams & Johnson against Jarvis, for which I am enclosing herewith my receipt. I did not intend to press you in this matter but I had been informed that the costs were paid and I thought perhaps you did not know where to send the fee to which I was entitled.

Thanking you for your attention to this matter I am

Yours very truly,

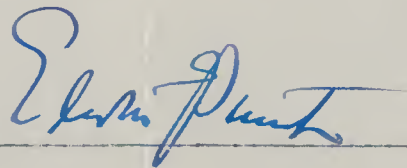
A handwritten signature in blue ink, appearing to read "Edwin J. Smith", written over the typed name "Edwin J. Smith".

EJS:E

LAW OFFICES
EDWIN J. SMITH
NORFOLK, VA.

Received of Mr. R. A. Edwards, Clerk of the Circuit Court of Isle of Wight County, the sum of One Hundred Dollars (\$100.00 in full settlement for my fee as Commissioner in case of Williams & Johnson v. Jarvis, taxed as costs therein.

This 27th day of January, 1926.

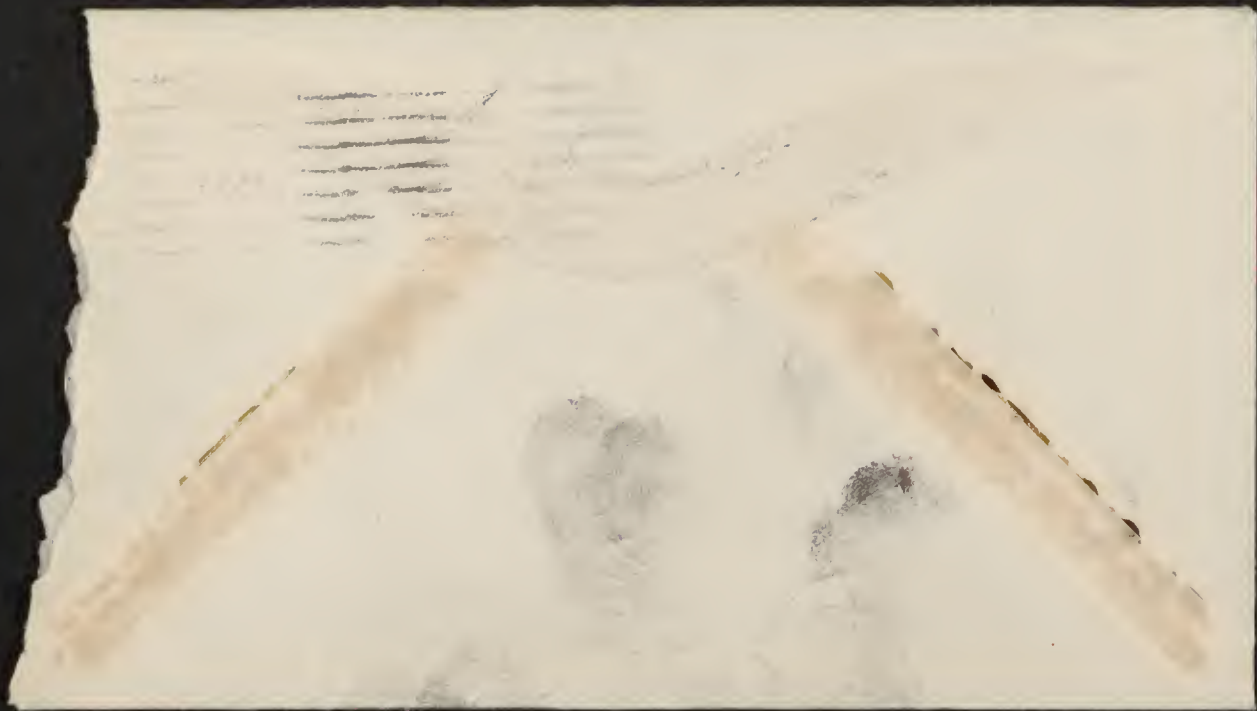


LAW OFFICES
EDWIN J. SMITH
NORFOLK, VA.



Mr. R. A. Edwards, Clerk

Isle of Wight Courthouse, Virginia



WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



SHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTION

OFFICE HADDINGTON BUILDING

NORFOLK, VA.

Jan. 4th, 1926.

*Check rec'd &
+ deposited.*

R. A. Edwards, Clerk,
Isle of Wight County,
Isle of Wight C.H., Va.

Dear Sir:

Pursuant to a notice served on us by the local Sargent,
we hand you herewith, check in full settlement of the Judgement
of Decree entered July 28th, 1925, in the case of Williams &
Johnson, Inc. Vs - T.H. Jarvis.

Check covering items as follows:

Judgement	\$206.34
Interest	14.00
Costs	129.40
Sheriffs fee	1.50
	<u>\$351.24</u>

Please write us advising the Judgement has been marked
"Satisfied".

Yours very truly,

WILLIAMS & JOHNSON, INC.

BY

P. F. Williams

PFW:HS

ISLE OF WIGHT, VA.,

Sept. 1st

1925

Messrs Williams & Johnson,

Ch. S. B. Bagg City.

TO R. A. EDWARDS, DR.
CLERK OF THE CIRCUIT COURT
Of Isle Of Wight County

Prompt settlements of accounts rendered insures prompt attention to future work.

Re Cy Suit - vs J. H. James.

Nut-tax	150
Tax & City fee	1500
Clubs Cost	985
Shops fee	200
Departments 1/2	4980
Comm In cy. Report 1/2	5000
	<u>128.15</u>

107.70
93.28
14.50

133.20
50.00
83.20

ISLE OF WIGHT, VA.,

Sept. 1st

192*5*

M. v. J. H. Jarvis.

% H. R. Ashburn. atty.

TO R. A. EDWARDS, DR.
CLERK OF THE CIRCUIT COURT
Of Isle Of Wight County

Prompt settlements of accounts rendered insures prompt attention to future work.

Re Deem acct of Chancery Edg Williams & Johnson.

<i>2 Jury Cost -</i>	<i>25 50</i>
<i>" Clerks Cost</i>	<i>5 40</i>
<i>Depositions 1/2</i>	<i>49 80</i>
<i>Comm. in Cy. Report 1/2 50⁰⁰</i>	<i>50 00</i>
<i>Cost Atty fee</i>	<i>2 50</i>
	<i>133 20</i>
	<i>25 50</i>
	<i>107.70</i>

VIRGINIA,

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

WILLIAMS & JOHNSON, INCORPORATED, a	)	
corporation duly chartered, organized	)	
and existing under the laws of the	)	
State of Virginia.	)	
	)	
	)	Plaintiff
v.	)	
	)	
T. H. JARVIS,	)	
	)	
	)	Defendant.

EXCEPTIONS.

EXCEPTIONS OF WILLIAMS & JOHNSON, INC., THE COMPLAINANT, TO THE REPORT OF EDWIN J. SMITH, SPECIAL COMMISSIONER, FILED IN THIS CAUSE.

To the Honorable B. D. White, Judge of said Court:

The complainant excepts to the report of the said Special Commissioner, and states the following grounds of exception:

1st. The complainant most respectfully calls Your Honor's attention to the contract filed in this cause under which the complainant and defendant were operating, which reads in part as follows:

"In the event the Contractor fails or refuses to do the work as outlined in this Agreement, the Company may at its option, after five (5) days written notice, either cancel this Contract or take possession of all equipment and team on property in use by contractor and have the work done for the account of the Contractor charging them for cost including Superintendent and overhead expense."

There was no denial of the fact that the complainant gave the defendant the necessary notice as called for in the above paragraph of said contract. There was no denial of the fact that the defendant, after receiving said notice, refused to continue with the work as set out in the contract. There was no denial of the fact that it cost the complainant an average of about \$6.25 per thousand to haul and load the 257,000 feet of lumber left on the yard by the defendant, from the saw mill to the railroad, making the total cost

to the complainant \$1612.75 as per itemized statement with vouchers introduced in this cause, showing the various parties to whom money was paid. This statement also shows that after crediting the account of Jarvis with the amount of \$12.50 for pine and \$15.50 for cypress lumber, he was then indebted to your complainant in the sum of \$848.74.

2nd. Your Special Commissioner reports that:

"No evidence had been introduced to show that it actually cost the plaintiff to load the lumber left by Jarvis. It was during the delay, while the evidence was being written up, that this new evidence was introduced. Finally, your Commissioner understood that when the decree was entered dismissing the injunction granted in this cause, it was agreed between all parties, that the accounts should be made up between the plaintiff and defendant as the account stood at that time Jarvis ceased operations. In order to do that it would be necessary, of course, to credit Jarvis with the present inventory at the rate of \$10.00 per thousand for the pine and \$13.00 for the cypress, and this your Commissioner has done."

Your complainant most positively denies that it agreed to any such arrangement and was not aware that your Special Commissioner was under such impression until sometime after the decree referred to had been entered. The said decree reads as follows:

"This cause came on this day to be heard on the bill of complaint, the injunction order against T. H. Jarvis, the defendant, the defendant's demurrer to said bill, the motion of the defendant to dissolve said injunction order, and the order heretofore entered in this cause directing an accounting between the parties; and the same was argued by counsel.

On consideration whereof it appearing to the court that the accounting before Edwin J. Smith, Special Commissioner, pursuant to order heretofore entered in this cause on June 6th, has not been completed, and that additional time will be required to complete said accounting, on motion of the defendant and by and with the consent of the complainant, evidenced by its endorsements of this order, it is Ordered, Adjudged and Decreed that said injunction order against the defendant, T. H. Jarvis, be and the same is hereby dissolved, and that this cause be and the same is continued for the purpose of taking a full and complete accounting between the parties, and the said Edwin J. Smith, Special Commissioner, is hereby directed to take and state a full account of the operation between the parties under their contract of August 17th, 1923, which is referred to in and a part of the bill heretofore filed in this cause."

Your Honor will readily see that the above decree does not contain any such agreement wherein your complainant waived any of its rights under the contract with Jarvis, but on the contrary, as soon as this lumber could be hauled it immediately asked for a hearing to place before your Commissioner the cost of hauling this lumber, and respectfully calls Your Honor's attention to the evidence introduced in this cause on pages 143 to 167, inclusive.

Your complainant further submits that the contract between it and Jarvis does not state that Jarvis is to receive \$2.50 per thousand for hauling this lumber but it does state that:

"All lumber except Cypress at Twelve Dollars and Fifty cents (\$12.50) per thousand feet.

Cypress lumber, Fifteen Dollars and Fifty Cents \$15.50 per thousand feet.

Contractor to bear one-half inspection charges paid by the Company; and further agrees to cut all slabs into cordwood of four foot lengths; to pile same on yard and when dry haul and load on cars at Windsor, Virginia for the sum of Two Dollars and Fifty Cents (\$2.50 per cord.

The Company agrees to make an estimate, which shall be as close a count as is practicable, of the lumber manufactured by the Contractor each two weeks and to advance the said Contractor for lumber on yard on the basis of ninety per cent (90%) of the pine and other lumber, excepting Cypress, at ten (\$10.00) Dollars per thousand feet and the Cypress lumber at Thirteen (\$13.00) Dollars per thousand feet, and to make similar advances against balance when shipments are made. It is agreed that a checking and settlement shall be made once every six (6) months between the parties hereto."

Your Special Commissioner says:

"It was understood all during the life of the contract that \$2.50 per thousand was to be the price of hauling and loading and all the lumber that Jarvis hauled for the plaintiff, was hauled and loaded at that price."

This is purely an imaginary statement and has no basis of fact to support it for the contract is very clear on this point and states that the Company agrees to make an estimate which shall be as close a count as practicable of the lumber manufactured by the Contractor each two weeks and to advance the said Contractor for lumber on yard on the basis of 90% of the pine and other lumber except-

ing cypress, at \$10.00 per thousand feet and the cypress at \$13.00 per thousand feet. Your Honor will readily see, therefore, that the estimated cost of hauling and loading the lumber from the saw mill to the railroad under the most economical conditions, was not \$2.50 per thousand feet, but was \$2.50 plus 10% of \$10.00, or \$3.50 per thousand feet for the pine lumber; and \$2.50 plus 10% of \$13.00, or \$3.80 per thousand feet for the cypress lumber.

Your complainant most respectfully submits that it was impossible to have this lumber hauled from the saw mill to the railroad for less than it actually cost it to haul same; that it used every effort to minimize this cost as will appear from the evidence of J. L. Williams (R. pp. 156 to 159 inclusive) and the evidence of W. C. White (R. pp. 160 to 166 inclusive), wherein Your Honor will observe that Mr. J. L. Williams went around to see all the people in that community and got them to haul lumber when they were not busy on their farms (R. pp. 156, 157, 158). On account of the roads being so bad during the month of July they had to discontinue hauling this lumber until sometime in September, when the roads dried out and hauling could be done more advantageously.

Your Honor's attention is most respectfully called to the fact that when Jarvis took charge of this work under the contract, your complainant had provided a modern, up-to-date lumber truck to haul this lumber, and when he refused to comply further with the terms of this contract this truck, which was especially built for this work, was taken away from your complainant by the defendant and your complainant was unable to obtain another such truck to do this work, and had to call upon the farmers and other people living in that vicinity to haul this lumber, at a cost of around \$6.25 per thousand, making the total cost to your complainant \$1612.75 as above enumerated.

3rd. Your complainant most respectfully submits that your Special Commissioner has entirely overlooked the fact that Jarvis' contract calls for him to pay one-half of the inspection charges on this lumber. This was not allowed in your Special Commissioner's report.

4th. Your complainant respectfully submits that the evidence submitted by letters and otherwise in the hearing of this matter, proves positively that the defendant, Jarvis, willfully broke this contract and that the report of the Special Commissioner is very favorable to Jarvis and unjustly places a penalty on your complainant, who was ready and willing at all times to comply in toto with the terms of the said contract with Jarvis.

IN CONCLUSION, your complainant most respectfully represents that the testimony offered in this cause will readily disclose to Your Honor that the report of the Special Commissioner should not be confirmed insofar as it deals with the question of the allowance made to your complainant for hauling and loading the lumber from the saw mill to the railroad station. The cost of hauling and loading this lumber is a question of fact and should be decided by a jury, and to that end an issue out of chancery should be ordered by this honorable court for the immediate determination of that fact.

And your complainant prays that such an issue will be ordered and that a jury may decide this question.

St. Bernard Brogg
Counsel for Complainant.

By *William + Johnson Inc*
Counsel.
St. Bernard Brogg
Counsel.

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

WILLIAMS & JOHNSON, INC.

vs.

T. H. JARVIS.

Exceptions of Complainant
to report of Edwin J. Smith,
Special Commissioner.

LAW OFFICES OF
S. BURNELL BRAGG

~~403-404-405 BOARD OF TRADE BUILDING~~

NORFOLK, VIRGINIA

LAW BUILDING

VIRGINIA.

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY,

WILLIAMS & JOHNSON, INCORPORATED,
a corporation duly chartered, organ-
ized and existing under the laws of
the State of Virginia.

Plaintiff,

V.

T. H. JARVIS.

Defendant,

EXCEPTIONS OF T. H. JARVIS, DEFENDANT, TO REPORT OF EDWIN J. SMITH, SPECIAL COMMISSIONER, HERETOFORE FILED IN SAID CAUSE:

To the Honorable B. D. White, Judge of the aforesaid Court:

The defendant desires to except to so much of the report of said special commissioner as deals with the amount of lumber on the plaintiff's lumber yard at Windsor, Virginia, at the time of the inception of operations there by the defendant under his contract with the plaintiff, insofar as the same reports to the Court as a fact that there was 132,006 feet of lumber on said yard at that time properly chargeable against the defendant in the accounting heretofore taken in this cause.

The testimony so far as relevant and applicable to that question is in substance as follows:

FOR THE PLAINTIFF.

Mr. J. L. Williams testified that on the day that Mr. Jarvis took over the mill and lumber yard at Windsor, he went up there and walked over the yard with Mr. Jarvis, that he took down in a small book which he used for keeping the time of his employees, an inventory of the various pieces of lumber which were racked or piled on the yard. He stated that he did not give Mr. Jarvis a copy of these figures and that Mr. Jarvis made no inventory of his own. The book was offered in evidence

as Exhibit 8, and purported to show a total of 132,006 feet. Mr. Williams admitted that he had never figured up the footage of the lumber on the yard and totalled the same until the day before the institution of this action. He stated that he had transferred these figures to the records of the company and that they showed in records and letters, but at the request of counsel for the defendant he was unable to produce any such records or letters.

He stated that the following letter did not mean what the language used would indicate but was intended to set forth the amount of lumber on the yard not cut by Jarvis but by Williams & Johnson before the commencement of operations by Jarvis and which remained on the yard at the time this letter was written.

March 1st, 1924.

T. H. Jarvis,
Windsor, Va.,

Dear Sir:-

We have just checked up stock on yards at the time of your beginning operation, which is as follows:-

340	pcs.	1x8	-	12	Oak	-	2720	feet.
425	"	1x6	-	14	Gum	-	2975	"
1012	"	1x6	-	14	"	-	7084	"
504	"	1x8	-	14	Pine	-	4704	"
30	"	1x8	-	14	"	-	280	"
712	"	1x6	-	14	Edge	-	4984	"
725	"	1x6	-	14	"	-	5075	"
378	"	1x8	-	15	Pine	-	3780	"
418	"	1x6	-	14	Edge	-	2926	"
500	"	1x8	-		Edge	--	4666	"
228	"	1x6	-	14	Edge	-	1596	"
168	"	1x10	-		Gum & Poplar-		1960	"
48	"	1x12	-	16	Pine		768	"
Oak piled on yard							2000	"

Total - 45,518 ft.

This for your information.

Very truly yours,

WILLIAMS & JOHNSON, INC.

By J. L. Williams

JLW
GLS

FOR THE DEFENDANT.

Mr. T. H. Jarvis, the defendant, testified that on the day that he took over the mill and lumber yard, Mr. J. L. Williams was present but that so far as he knew no inventory was then taken. He stated that that was a Saturday, to the best of his recollection the 27th of August, and that Mr. Williams paid off the men who had been previously employed there and he employed some of them to commence work for him under the new contract, that after this day Williams & Johnson hauled lumber previously cut by them for over a week in a Reo truck which he had agreed to purchase from them under his contract and that a man named Johnson operated the truck and hauled lumber to Windsor with it from this yard, that he did not start to haul any lumber cut by him until the third week after commencing his operations, at which time he requested Mr. J. L. Williams to take an account of the lumber yard in order to ascertain how much was there which had previously been cut by Williams & Johnson. He stated that he went around with Mr. Williams and counted and Mr. Williams put down the figures in a book, that it was understood that Mr. Williams was to furnish him with a statement of that inventory showing the amount of footage on the yard. He stated that the matter dragged on from time to time and no such statement or inventory was ever furnished him although he often requested it, that finally as he was nearing the end of the first six months period of operation under his contract (at which time there was to be a recheck and settlement as provided for in said agreement). He insisted upon a copy of this original inventory being sent to him and upon this insistence received the letter dated March 21st, 1924, which is hereinabove set forth in full. He stated that there could not have been as much lumber when he took charge as Williams & Johnson now contend, that on receiving the letter he was satisfied that the figures therein contained were reasonably accurate since

in going over the yard he had roughly estimated that there would be around 50,000 feet of lumber thereon. He, therefore, accepted the figures in the letter of March 21st, 1924 without comment and these figures seem to have been accepted by both parties until the inception of this action.

Mr. H. C. Hedgpeth, a witness for the defendant, was an employee at this mill and lumber yard and also assisted Mr. J. L. Williams in taking an inventory of the stock on the yard at the time of the transfer of the same to Jarvis. He testified that to the best of his judgment there was between 40,000 and 60,000 feet of lumber thereon at that time. He stated that he was very familiar with the yard, knew the location of all of the lumber racks and piles of lumber thereon at the time that Jarvis commenced operations and that he had been back and, knowing the amount of lumber which each rack held, ^{did not} figured the same, and that the total counting/run over 60,000 feet. This witness had worked for Williams & Johnson on the ground for three or four months before the defendant took charge and was very familiar with the lumber yard.

In accepting the figures of the plaintiff, that is, that the yard contained 132,006 feet of lumber when the defendant took charge, which amount was properly chargeable against him, the commissioner based his report on the fact that the defendant had been given credit for hauling and loading some 92,145 feet which was more than double the amount of footage that Jarvis claimed was left on the yard. He failed, however, to take into account the fact that there was no means of determining how much of this 92,145 feet was lumber cut by Jarvis. By reference to the contract between the parties, which is introduced in evidence as Exhibit 1, it will be noticed that ^{defendant were to be made by the} every two weeks estimates of lumber cut by the/plaintiff and the defendant was to be advanced ninety percent of the amount due him for cutting, hauling and shipping this lumber, the balance

was to be paid when shipments were made. This balance actually amounted to \$2.50 per 1000 feet and the only means that the commissioner had of ascertaining the amount of lumber hauled and loaded, and from which he obtained his figures of 92,145 feet, was by reference to vouchers of the plaintiff forwarded Jarvis in payment at the time that shipments were made, but since the defendant had already been paid ninety percent of his returns thereon, the vouchers only showed the balance "for hauling and shipping". This is true all during the period of operation, so that it is impossible to tell by reference to these vouchers at any time whether the lumber shipped had been actually cut by the defendant or by the plaintiff before its contractual relations with the defendant commenced. Aside from that, a check of the figures from which the plaintiff purports to obtain 132,006 feet will show that the total footage to be derived therefrom is only 121,126. Reference to the figures themselves will show that many of them appear to have been tampered with since some of the figures are changed and additions have apparently been made. All of this was apparently excluded by the commissioner as well as the testimony of Hedgpeth and the defendant.

In conclusion, this defendant represents that a survey of the testimony will disclose to the Court that the report of the special commissioner should not be confirmed in this particular. The question of the amount of lumber actually on the yard at the time of commencement of operation by the defendant and properly chargeable against him is a question of fact and the result of the testimony in this case is to leave the determination of that question surrounded by doubt. It is, therefore, felt proper that this fact should be determined by a jury and to that end that an issue out of Chancery should be ordered by this Honorable Court for the immediate determination of that fact, therefore,
The defendant, prays that such an issue will be ordered by the Court;

and that this question may be decided by a jury.

J. H. Jarvis
By Counsel.

W. R. Ashburn
Counsel for Defendant.

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

WILLIAMS & JOHNSON, INCORPO-
RATED.

Plaintiff,

v.

T. H. JARVIS,

Defendant,

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

Williams and Johnson, Incorporated,
a corporation duly chartered and
organized and existing under the
laws of the State of Virginia,
and T. H. Jarvis

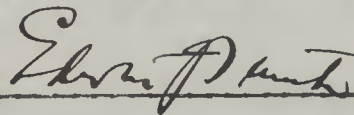
IN CHANCERY

DECREE

Take notice that pursuant to a decree entered on June 5, 1924, in a cause pending in the Circuit Court aforesaid, in which Williams & Johnson, Incorporated is the plaintiff and T. H. Jarvis the defendant, I shall proceed at 821 National Bank of Commerce Building, Norfolk, Virginia, on Friday, June 6, 1924, at one P. M., to take and state the following accounts, called for by said decree; and if the same shall not be completed on that day, the taking thereof will be adjourned from day to day or from time to time until completed.

First, an account of the operations during the first six months of the life of the contract mentioned in these proceedings.

Second, an account of the operations to June 1, 1924, under said contract.



Special Commissioner.

June 5, 1924

William Johnson
Dec

J. H. Jarvis

Notice of the taking
of account. -

Service accepted
W. R. Ashburn for
defendant.

Service accepted
B. Russell Croff
P. J. -

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY
WILLIAMS & JOHNSON, INC. PLAINTIFF

v.

T. H. JARVIS DEFENDANT

TO THE HONORABLE B. D. WHITE, JUDGE OF THE COURT AFORESAID.

The report of Edwin J. Smith, Special Commissioner, to whom was referred the taking of the account directed by decree in this cause entered in vacation on the 5th day of June, 1924, respectfully represents, that after notice to all parties, a copy of which is herewith returned, I proceeded, at the Law Building, Norfolk, Virginia, on Friday, June 6th, 1924, at 1 P.M. and thereafter by adjournment from time to time to take and state the said account and herewith respectfully report as follows:

The facts in this case are that T. H. Jarvis entered into a contract with Williams and Johnson for cutting, hauling and loading lumber belonging to the latter, using for the purpose a mill owned by them. When this plant was taken over by Jarvis, it had been previously operated and a quantity of lumber had been cut and piled on the yard. With this Jarvis had nothing to do, save that he agreed to haul it and load it on the cars for \$2.50 per thousand feet. In addition there seems to have been some lumber already hauled to the siding and this Jarvis loaded on cars at the rate of \$.50 per thousand feet. There seems to be no way in which your commissioner can tell the amount of lumber hauled and loaded by Jarvis in contradistinction to that cut, hauled and loaded by him except by the account of Williams and Johnson. Jarvis kept no books and in his testimony he was very uncertain about which cars contained lumber cut, hauled and loaded by him, and which cars contained lumber hauled and loaded only, by him.

As a matter of fact, I think we can, and for the purpose of this accounting must, take the account of Williams and Johnson as correct after making certain corrections therein. They sent Jarvis an itemized statement of all items in their vouchers when they paid him and these seem to have been accepted by him without demur. This leaves us with only two questions to be determined. The first is the question of the amount of the inventory of the lumber on the yard when Jarvis took charge--lumber that had been cut before he began operations. The second question to be determined is whether Jarvis shall be allowed a credit of \$10.00 per thousand for all the lumber left on the yard when he ceased operations, thus allowing a charge of \$2.50 per thousand feet for hauling and loading, or whether he shall be credited with \$12.50 per thousand feet and charged with actual amount paid by Williams and Johnson for getting the said lumber hauled and loaded.

With regard to the first question Williams and Johnson claim that there was 132,006 feet in the ground when Jarvis took charge under his contract. Mr. J. L. Williams, an officer of the plaintiff corporation, testified that this inventory was made by him in a time book in Mr. Jarvis' presence and he introduced the said book as "Exhibit 8" in support of his contention.

The defendant, Mr. Jarvis, admitted that he had been present when the inventory was taken, but did not take down any figures himself. He claims that there was only 45,518 feet on the yard when he took charge, and in support of his contention introduced a letter of the plaintiff, herewith filed, marked "Exhibit 6" which he claims supports his contention that the original inventory was only 45,518 feet. He testified himself that in his judgment there could not have been the amount claimed by the plaintiff on the yard and introduced a witness who testi-

fied that in his judgment there was not that much in the yard, though he admitted that he had not measured it and was just estimating the amount in a general way, after the lumber had been moved and some eight months after the first inventory was taken.

The plaintiff attempted to explain the letter by saying that they had kept the amount of the old lumber shipped by Jarvis separate from that cut and shipped by him, and that the letter of March 1, 1924, (the first inventory was made in August 25, 1923, and Jarvis had been cutting and shipping since that date) referred to the amount of old lumber left on the yard at that date and not the amount on the yard at the time of the original inventory.

In view of the fact that Mr. Jarvis kept no record of the inventory nor of the amount of lumber shipped by him, and of the further fact that Mr. Williams had an itemized statement of the inventory which he swore he made at the time, and the correctness of which he vouched for, your commissioner is of the opinion that his inventory must be accepted. The letter, if we accept Mr. Williams explanation of it does not conflict with this view. In addition Jarvis, has been given credit for loading and hauling some 92,145 feet of lumber, more than double the amount of 45,518 feet claimed by Jarvis. It appears evident, therefore, that there must have been more than that amount on the yard when Jarvis took charge and since we have no other figures available we must accept those of the plaintiff. It appears, however, that since Jarvis hauled and loaded 92,145 feet of old lumber and there was originally 132,006 feet in the yard, the inventory of March 1, could not have been greater than the difference between them, viz: 39,861 feet and your commissioner has made that adjustment in the account.

With regard to the second question the contract provides that Jarvis should cut, haul and load the lumber for \$12.50 for the pine and \$15.50 for the cypress and nothing was said as to what part of that was to be paid for the cutting and what part for hauling and loading. It is contended by the plaintiff that since Jarvis did not complete his contract and haul and load the lumber on the yard, they had the right to haul and load the same at his expense, provided they allowed him the full amount of the contract price. Under this view it would be necessary to pass on the question of who broke the contract.

Your Commissioner, however, does not think it necessary to go into that. It was understood all during the life of the contract that \$2.50 per thousand was to be the price of hauling and loading and all the lumber that Jarvis hauled for the plaintiff, was hauled and loaded at that price.

In addition, when your Commissioner finished taking the evidence in this case, no evidence had been introduced to show what it actually cost the plaintiff to load the lumber left by Jarvis. It was during the delay, while the evidence was being written up, that this new evidence was introduced.

Finally, your Commissioner understood that when the decree was entered dismissing the injunction, granted in the case, it was agreed between all parties, that the accounts should be made up between the plaintiff and defendant as the account stood at the time Jarvis ceased operations. In order to do that it would be necessary, of course to credit Jarvis with the present inventory at the rate of \$10.00 per thousand for the pine and \$13.00 for the cypress, and this your commissioner has done.

AN ACCOUNTING OF ALL OPERATIONS DURING THE FIRST SIX MONTHS OF
THE CONTRACT BETWEEN WILLIAMS & JOHNSON AND T. H. JARVIS

CREDITS DUE JARVIS

				<u>Hlg.&Ldg.</u>	<u>Pine-Oak,etc.</u>	<u>Cypress</u>	<u>Hlg.&Ldg.</u>
Sept.	28	N&W	120102	- 11265			\$17.34
Oct.	6	N&W	64363	- 14078	1796		35.20
	12	N&W	65968	- 12128			4.00
	8	NCSTL	70019	- 9991			
		CMP	29425	- 7942			12.00
Nov.	27	MO	76156	- 11600			6.35
Oct.	18	N&W	65442	- 14984			26.39
	22	GT	301706	- 11454			11.45
		GT	7624	- 14725			28.66
Nov.	10	TOC	12277	- 15907			39.76
		P&R	6465	-	10785		
	22	ACL	13076	- 12505			31.26
Dec.	7	SAL	43783	-	10373		
	18	N&W	27558	-	5593		
Jan.	16	PRR	82946	-	8499		
Dec.	5	N&W	62329	-	14567		
Jan.	4	N&W	31507	-	14046		
	19	N&W	26014	-	11018		
	26	N&W	26039	- 5600	2110		2.80
	18	N&W	26324	-	11058		
	26	N&W	27603	-	7146		
Feb.	2	DLW	36823	-	10351		
	14	B&O	89831	-		10862	
	6	NYC	248558	-	7286		
	8	LV	79257	-		11304	
	13	B&O	180177	-		15049	
	14	N&W	63982	-	16524		
	15	N&W	26129	-		12252	
Mch.	6	NYC	210316	-	8919		
	5	C&O	2719	-		11100	
	7	B&O	94996	-		13698	
Dec.	18	SAL	41583	-	14114		
Feb.	2	Erie	105508	-	8217		
		LV	86511	-	17984		
		N&W	64363	- cutting back			15.00
		LV	86511	- Gray's Mill			8.99
Mch.	28	CNJ	30915	-	14901		
Feb.	16	N&W	63527)	-			
	27	N&W	65263)	-Cordwood 40 $\frac{1}{4}$ cd.			
Oct.	25	ATSE	46420)	-			
		Cutting poles					9.00
				<u>142,179</u>	<u>195,287</u>	<u>74,265</u>	<u>\$248.20</u>
Amount	Pine	195179	at 12.40				2439.74
"	Cypress	74265	at 15.50				1151.11
"	Cordwood	41 $\frac{1}{4}$	at 2.50				100.63

Total credits due Jarvis at end of first six months..... \$3939.68

SUMS CHARGEABLE TO JARVIS

First Six Months.

Sept.	14	- Cash		\$478.27
	28	- "		510.54
Oct.	12	- "		549.27
		- Inspection	65442	1.18
Nov.	9	- Cash		460.00
	19	- Cash a/c curtail note		142.00
	23	- Cash		500.00
Dec.	7	- Cash		476.69
	11	- Cash a/c curtail note		100.00
	21	- Cash		447.89
Jan.	11	- Cash a/c curtail note		106.64
	18	- Demurrage SAL	41583	2.00
		- Cash		675.00
Feb.	1	- "		575.11
	4	- Truck license		20.00
	11	- Cash a/c curtail note		105.72
	15	- Stick piling green lumber		2.00
		- Inspection	248558	1.28
		- "	63982	2.90
		- "	89831	1.70
		- "	180177	2.63
Feb.		- Cash		792.09
	29	- "		446.69
Mar.	14	- "		339.64
		- Inspections, C&O 2719)		14.95
		- " B&O 94996)		55.47
		- Cash a/c curtail note		100.00
	22	- Cash		381.52
	28	- Cash		217.61
	30	- Cash		1.98
Feb.	8	- Inspection LV 79257		2.16
	15	- Inspection NW 26129		
Total charged Jarvis				\$7512.93
Deducting credits				3939.68
Balance due Williams & Johnson by				
Jarvis at end of first six months.....				\$3573.25

AN ACCOUNTING OF ALL OPERATIONS UNDER THE CONTRACT BETWEEN
WILLIAMS & JOHNSON AND T. H. JARVIS TO JUNE 1, 1924.
From about April 1st, 1924.

CREDITS DUE JARVIS

			<u>Pine&Oak</u>	<u>Cypress</u>	
Apr.	2	N&W	27445		15083 ft.
	3	N&W	27380	9298	
		SAL	36189		12602 ft.
	5	N&W	26763	12572	
	7	N&W	27787	13520	
	9	NYC	253968	13236	
	11	N&W	26434	13195	
	15	N&W	27953	10195	
	17	GN	22264	14181	
		Sou	160558	5646	
	19	N&W	27823		12446 ft.
	21	N&W	26111	13199	
	22	N&W	27724	14007	
	17	Sou	160558	- Ldg. 5169' old lbr. cut by B&S, 3 men, 2 hrs. ea. 50¢ M. \$2.58.	
	23	RI	34460	11612	
	24	N&W	26535	10910	
	26	N&W	27695	5415	5415 ft.
	29	N&W	26404	9291	
May	1	Sou	254515	12210	
	9	Sou	39384	11262	
	19	N&W	60665	13716	
	19	N&W	27918	13305	
	26	N&W	62930	13175	
	31	N&W	64788	10789	
	19	Painting ends lbr. (N&W)		27918	CAR NOM - BERS. NOT FEET. 5.00
				60665	
			230734	45546	\$7.58

Pine & Oak 230734' at 12.50 2884.18
Cypress 45546' at 15.50 705.96
To final inventory pine 145421 at 10.00 1454.21
" " " cypress 112574 at 13.00 1463.46

To total credits due Jarvis as of June 1, 1924. \$6515.39

SUMS CHARGEABLE TO T. H. JARVIS

		by	
		To balance due T. H. Jarvis (1st six Mos.)	\$3573.25
		To old inventory 39,861 at \$10.00	398.61
Apr.	7	Cash to curtail note- & int.	55.20
		$\frac{1}{2}$ day Leary waiting for lbr.	3.40
	8	Leary working for Jarvis	6.80
	9	" waiting for lbr. $\frac{1}{2}$ day	3.40
	12	" " " " 1 "	6.80
		$\frac{1}{2}$ insp. pd. Leary	10.42
	17	Loading 160558-B&S lbr.	2.58
	25	Cash oak 9538	269.47
	21	Leary pd. & delays 4/14	6.67
		" " " " 4/16-17-18	5.50
		" " " "	1.17
		$\frac{1}{2}$ insp. chg'd. by Leary	14.58
	28	Delays to insp.	9.70
		$\frac{1}{2}$ insp. time	15.98
May	2	Delay \$23.00, $\frac{1}{2}$ insp. \$4.49	27.49
	9	Cash	392.51
	9	" to curtail note & int.	54.95
	25	"	472.24
		$\frac{1}{2}$ insp. & W 27918 & 60665	28.33
Total charged Jarvis			\$5359.05
By credit to June 1, 1924			6515.39
By balance due Jarvis by Williams & Johnson as of June 1, 1924.			\$1156.34
To note at Seaboard Bank given by Jarvis for truck due June 6			950.00
By balance due Jarvis			\$206.34

Your Commissioner has charged Jarvis with the \$950.00 note at the Seaboard Bank given by Jarvis for the truck, but has allowed no interest thereon, since there were credits enough due Jarvis to pay the same.

Evidence and exhibits returned herewith.

Respectfully submitted,

Edw. J. Hunt

Special Commissioner.

Stenographer ~~2~~\$99.60
 Fee for this ~~49.80~~
 report \$100.
\$199.60

Nov. 8. 1924.

Williams & Johnson Inc

v. }

J. H. Jarvis

Report of Edwin J. Smith
Special Commissioner

Paid for of 100.00

1/2/20.

LAW OFFICES
EDWIN J. SMITH
NORFOLK, VA.

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

We command you that you summon T. H. Jarvis,

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 June, 1924, to answer a bill
in chancery exhibited against him in our said Court by

Williams & Johnson Incorporated.,

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this 31st day of May, 1924, and in
the 148th year of the Commonwealth.

R. A. Edwards Clerk.

Virginia. *Clerk's office of the Cir. Court of the County of Isle of Wight*
I, R. A. Edwards, Clerk Of The Circuit Court of the County of Isle Of
Wight, do hereby certify that the bond required by the attached injunction
order in the penalty of Fifteen Hundred Dollars, which said order was en-
tered in the Circuit Court of the County aforesaid on the 30th day of May
1924, in vacation, has been duly given with security approved by ~~the~~ me.
Given under my hand this the 31st day of May 1924.

R. A. Edwards Clerk.

I executed the within summons this the 31st day of May 1924, in the County of Isle Of Wight, Virginia by serving a true copy thereof on Nollie Mitchell, whom I found in charge of the property of T. H. Jarvis and who acknowledged to me that he was an agent of the said T. H. Jarvis., in person.

W. H. Chapman, Sheriff.

By F. L. Wilson D.S.

21

Williams & Johnson Inc.,

Virginia Chancery No.

T. H. Jarvis,

ORIGINAL SUBPOENA.

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

192

Returned, entered and filed.

Teste:

Clerk

S. Burnell Bragg p.g.

To Second June 1924..... Rules.

Ex. order in Williams & Johnson Inc. v. T. H. Jarvis
4721 Wilson

The Commonwealth of Virginia,

To the Sheriff of the County of Isle of Wight, Greeting:

WE COMMAND YOU to summon H. C. Hedgepeth

to appear before the Judge of our Circuit Court of the County of Isle of Wight, at the court-house thereof, on the 28th day of May 1925 at 10 o'clock ^{A.M.}, to testify and the truth to say in behalf of the defendant

..... in a certain controversy in our said court, before the said Judge depending and undetermined, between

Williams and Johnson, Plaintiff, and

T.H. Jarvis, Defendant,

R.A. Edwards

And have then there this writ. Witness ~~XXX~~ JOHNSON, Clerk of our said court, at the court-house, the 25th day of May, 1925, and in the 149 year of the Commonwealth.

R.A. Edwards Clk

NOTE.—Appear before the Clerk and claim your attendance. By E. Kay Wills D.C.

CONTROVERSY. *original*

810

Williams + Johnson

vs } SUBPOENA
FOR
WITNESS

J. H. Jarvis

Circuit Court
of
Isle of Wight County

the *28* day of *May*, 19*25*

Executed the within Summons this the 28th
Day of May 1925 at 8.10 A.M. by serving a
true copy of the same on H. C. Hedgebeth in
person in the County of Isle of Wight.
W. H. Chapman Sheriff.
By W. L. Lewis D.S.

The Commonwealth of Virginia,

To the Sheriff of the County of Isle of Wight, Greeting:

WE COMMAND YOU to summon Woody C. White

to appear before the Judge of our Circuit Court of the County of Isle of Wight, at the court-house thereof, on the 28th day of May, 1925 at 10 o'clock, to testify and the truth to say in behalf of the plaintiff

in a certain controversy in our said court, before the said Judge depending and undetermined, between

Williams and Johnson, Plaintiff ,
and

T.H. Jarvis, Defendant ,
R.A. Edwards

And have then there this writ. Witness ~~R. S. JOHNSON~~, Clerk of our said court, at the court-house, the 25th day of May, 1925, and in the 149 year of the Commonwealth.

R. A. Edwards Clk

NOTE.—Appear before the Clerk and claim your attendance.

By E Ray Wells D.S.

CONTROVERSY.

Williams & Johnson

vs

SUBPOENA
FOR
WITNESS

J. H. Jarvis

Circuit Court
of
Isle of Wight County

the 28 day of May 1925

Executed the within summons this the 28th
Day of May 1925 at 9.30 A.M. by serving a
true copy of the same on Woody C. White in
person, in the County of Isle of Wight

W. H. Chapman Sheriff

By W. L. Lewis
Deputy

The Commonwealth of Virginia,

Sergeant City of Norfolk

To the Sheriff of the County of Isle of Wight, Greeting:

WE COMMAND YOU to summon J. E. Newby and M. S. Leary

to appear before the Judge of our Circuit Court of the County of Isle of Wight, at the court-house thereof, on the 28th day of May, 1925. at 10 o'clock, to testify and the truth to say in behalf of the defendant

in a certain controversy in our said court, before the said Judge depending and undetermined, between

Williams and Johnson, Plaintiff, and

T.H. Jarvis, Defendant,

And have then there this writ. Witness R.A. Edwards, Clerk of our said court, at the court-house, the 25th day of May, 1925, and in the 149 year of the Commonwealth.

R.A. Edwards, Clerk

NOTE.—Appear before the Clerk and claim your attendance.

By E. Ray Willis, C

W. R. Ashburn

CONTROVERSY.

William S. Johnson

vs

SUBPOENA

FOR

WITNESS

S. H. Jarvis

Circuit Court
of
Isle of Wight County

Executed in the City of Norfolk,
Va., this the 27 day of May 1925
by serving a Copy hereof on

M. S. Leary

IN PERSON.

C. H. TUMBLESON,
Sergt. City of Norfolk, Va.

By C. B. Lerner Deputy

the 28 day of May 1925

Not finding J. C. Harvey
at his usual place of abode I ex-
ecuted the within in the City of Nor-
folk, Va., this 26 day of May 1925
by delivering a copy hereof to

His wife
She being then there, a MEMBER
OF HIS/HER FAMILY and over
the age of 16 years and giving infor-
mation of its purport to her/him.

C. H. TUMBLESON,
Sergt. City of Norfolk, Va.
By C. B. Lerner Deputy

Virginia,

In the Circuit Court of Ise of Wight County.

WILLIAMS & JOHNSON, INCORPORATED,
a corporation duly chartered and existing
under the laws of the State of Virginia,.....Complainant.

vs.

BILL IN CHANCERY,

T. H. JARVIS,.....Defendant.

To the Honorable B. D. White,

Judge of said Court:

Your complainant, Williams & Johnson, Inc., a corporation,
respectfully represent:

1st. That it entered into a written contract with the defend-
ant, T. H. Jarvis, on the 17th day of August, in the year 1923, wherein
the said Jarvis agreed to furnish all necessary teams, log wagon,
skidder and skidder equipment and log saw and rack, and to keep on the
premises such team and equipment until all of the lumber is manufactured
as set out in said contract; a copy of which said contract is filed
herewith marked "Exhibit A" and made a part of this bill.

2nd. That your complainant has been notified by letter of the
said defendant dated May 24, 1924, that unless your complainant paid
to him \$1,000.00 on or before Saturday, May 31st, 1924, that he, the
said defendant, T. H. Jarvis, will withdraw all teams and equipment on
the said property at or near Windsor, Virginia.

3rd. Your complainant avers that it is not indebted to the
said defendant in any amount, but on the contrary the said defendant is
indebted to it for money advanced during his operations under the afore-
said contract.

4th. Your complainant further avers that it is ready and willing
to have a rechecking of the lumber sawed by the defendant and to give
him all information desired to prove to him that it is not indebted to
him in any amount.

5th. Your complainant further avers that should the defendant be allowed to remove his teams, log wagons and other equipment from the premises it will suffer great loss and damages thereby, and that the said defendant will remove the said teams, log wagons and equipment from the premises at once unless restrained and enjoined from so doing:

In Consideration Whereof, and forasmuch as your complainant is remediless in the premises save in a court of equity, your complainant prays that the said T. H. Jarvis may be made a party defendant to this bill and required, but not under oath, to answer the same, the oath being hereby waived; that the said T. H. Jarvis may be enjoined and restrained from withdrawing or moving any of his team, log wagons or other equipment from the said premises near Windsor, Va., until further order from this court; that the court may not require that any notice whatsoever be given to the said T. H. Jarvis or anyone else, before the said injunction is awarded; and that your complainant may have all such further, other and general relief in the premises as the nature of its case may require, or to equity shall seem meet.

WILLIAMS & JOHNSON, INC.

By

J. L. Williams
Secretary.

S. Russell Briggs
Counsel for Complainant.

STATE OF VIRGINIA ,
CITY OF NORFOLK, to-wit:

J. L. Williams, Secretary of Williams & Johnson, Inc., 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 on information, he believes them to be true.

Taken, sworn to and subscribed before me, Sydney Fitzgerald
a Notary Public in and for the State and City aforesaid, in my City
aforesaid, this 30th day of May, 1924.

Sydney Fitzgerald
Notary Public.

My commission expires
Feb 26, 1927.

4

Williams & Johnson, Inc.

vs.

T. H. Jarvis

B I L L .

2nd June Rules 1924
Process returned & entered.
Bill filed. Jy. filed.
3rd June Rules -
Defendant failing to
appear to plead or answer
Cause set down for
hearing.

LAW OFFICES OF
S. BURNELL BRAGG

403-404-405 BOARD OF TRADE BUILDING
NORFOLK, VIRGINIA

LAW BUILDING

HAMPTON ROADS PAPER CO. NORFOLK

We the jury find for
the defendant ^{and} against
the plaintiff and give
the damages at
one dollar

J. M. Hall
Foreman

11

1 4 5.6 7

1 0 3.7 3

1 4 1.1 4

5 5.9 3

1 4 0.4 6

8 4.9 9

1 1 0.5 8

1 1 0.1 8

7 1.4 6

2 1.1 0

1 7 9.8 4

7 8.4 3

7 2.8 6

1 6 5.2 4

1 0 3.5 1

8 6.3 0

1 4 9.0 1

P.R 6465-1 0 8.7 5

1 9 2 9.1 8 11

T. H. Jarvis,
Windsor, Va.

Norfolk, Virginia. March 28th, 1924.

In account with: Williams & Johnson, Inc.,
Norfolk, Virginia.

Credits:		Hlg. & Ldg.	PINE-OAK Etc	Cypress	Cordwood	Hlg & Ldg
Sept. 28	- N&W 120102 ✓	11265' ✓				\$17.54
Oct 6	- " 64363 ✓	14874' + 1000' ✓				37.18 ✓
Oct 12	- " 65968 ✓	(12128') ✓				4.00 ✓
Oct 8	- NCSTL 70019 ✓	(9991') ✓				
Oct 8	- CMP 29425 ✓	(7942') ✓				12.00 -
Nov 27	- MO 76156 ✓	(11600') ✓				6.35 -
Oct 18	- N&W 65442 ✓	14984' ✓				26.39
Oct 22	- GT 301706 ✓	(10893') ✓				10.26 ✓
Oct 22	- GT 7624 ✓	14725' ✓				28.66
Oct 10	- TOC 12277 ✓	15907' ✓				39.76 ✓
Nov 22	- ACL 13076 ✓	12353' + 15' ✓				31.26
Dec 7	- SAL 43783 ✓	10373' ✓				
Dec 18	- N&W 27558 ✓	5593' ✓				
Jan 16	- PRR 82946 ✓	8499' ✓				
Dec 5	- N&W 62329 ✓	14567' ✓				
Jan 4	- N&W 31507 ✓	14046' ✓				
Jan 19	- N&W 26014 ✓	11018' ✓				
Jan 26	- N&W 26039 ✓	2110' ✓				2.80
Jan 18th	- N&W 26324 ✓	11058' ✓				
Jan 26	- N&W 27603 ✓	7146' ✓				
Feb 2	- DLW 36823 ✓	10351' ✓				
Feb 14	- B&O 89831 ✓			9939' + 923		
Feb 6	- NYC 248558 ✓	7286' ✓				
Feb 8	- LV 79257 ✓			11304' ✓		
Feb 13	- B&O 180177 ✓			12295' + 275 ✓		
Feb 14	- N&W 63982 ✓	16524' ✓				
Feb 15	- N&W 26129 ✓			12052' × 200 ✓		
Mar 6	- NYC 210316 ✓	8630' ×				
Mar 5	- C&O 2719 ✓			11100' ✓		
Mar 7	- B&O 94996 ✓			13698' ✓		
Dec 18	- SAL 41583 ✓	14114' ✓				
Feb 2	- Erie 105508 ✓	7843' + 374 ✓				
Feb 2	- LV 86511 ✓	17984' ✓				
	- N&W 64363 - Ctg Back					✓15.00
	- LV 86511 - Gray's Mill					8.99
Mar 28	- CNJ 30915 ✓	14901' ✓				
Feb 16	- N&W 63527 ✓				141	
Feb 27	- 65263 65263 ✓				122	
Oct 25	- ATSF 46420 ✓				13	
		142,262'	182,043'	70,388'	401	239.89
Total	Pine Shipments	182,043 @	12.50			2275.53
"	Cypress "	70,388 @	15.50			1091.01
"	Cordwood	401 @	2.50			100.62
						3707.05
Cutting poles						9.00
Note due April 9th						1050.00
						4766.65

142,262' - not from white pine
50,117' - not from white pine
97,145' - cut by W. J. Williams & Johnson
to be large poles

March 28th, 1924.

-2-

Credits Forward

4766.05

Amount charged forward

Debits:

Sept 14 - Cash
 " 28 - "
 " 28 - Labor ldg N&W 120102
 " 28 - Inspection "
 Oct 12 - Cash
 Oct 12 - Inspection 65442
 Nov 9 - Cash
 Nov 19 - Cash a/c curtail note
 Nov 23 - Cash
 Dec 7 - Cash
 Dec 11 - Cash a/c curtail note
 Dec 21 - Cash
 Jan 11 - Cash a/c curtail note
 Jan 18 - Demurrage SAL 41583
 Jan 18 - Cash
 Feb 1 - Cash
 Feb 4 - Truck License
 Feb 11 - Cash a/c curtail note
 Feb 15 - Stick Piling green lumber
 Feb 15 - Inspection 248558
 Feb 15 - Inspection 63982
 Feb 15 - Inspection 89831
 Feb 15 - Inspection 180177
 Feb 15 - Cash
 Feb 29 - Cash
 Mar 14 - Cash
 March 14 - Inspections: C&O 2719
 B&O 94996
 Mar 14 - Cash a/c curtail note
 Mar 22 - Cash
 Mar 28 - Cash
 Mar 30 - Cash
 Feb 8 - Inspection Lv 79257
 Feb 15 - Inspection NW 26129
 Sep 10 - Reo Truck

478.27 ✓
 510.54 ✓
 8.00 ✓
 2.82 ✓
 549.27 ✓
 (1.18) ✓
 460.00 ✓
 142.00 ✓
 500.00 ✓
 476.69 ✓
 100.00 ✓
 447.89 ✓
 106.64 ✓
 (2.00) ✓
 675.00 ✓
 575.11 ✓
 20.00 ✓
 105.72 ✓
 2.00 ✓
 1.28 ✓
 2.90 ✓
 1.70 ✓
 2.63 ✓
 792.09 ✓
 446.69 ✓
 339.64 ✓
 14.95 ✓
 55.47 ✓
 100.00 ✓
 381.52 ✓
 217.61 ✓
 1.98 ✓
 2.16 ✓
 1542.00 ✓

Note 142

100

106.65

10572

5547

9065.75

4299.70

Oct 8/24

Received from
William Graham Inc

for Cedar loading cars.
Cypress Lumber at
Bludson \$22⁰⁰

W. E. White

Oct 8/24

Received of
William Johnson
for loading Cypress
boards 4⁸⁰

Olaf Elay X

Oct 8/24

Received of
Williams & Johnson Inc
for loading Cypress
boards. 4⁸⁰

John Yates^X

Oct 8/24

Received of
William Johnson Inc
for loading lumber
Cypress boards 4 80

Samuel Duggs x

Feb 29 - 1924

9449

STATEMENT---DETACH BEFORE DEPOSITING

No.

10,419' Cypress	11.70	122.90	
25,235' Pine, Poplar & Oak	9.00	<u>227.11</u>	350.01
N&W 26129 Hlg & Ldg	12324' 2.50		30.81
DL&W 36823 "	" 10351' 2.50		<u>25.87</u>
			406.69
2 cars wood			<u>40.00</u>
			446.69

All advance settlements are estimates for your convenience,
and subject to final adjustment based on actual shipments

WILLIAMS & JOHNSON, INC.

STATEMENT---DETACH BEFORE DEPOSITING

No. _____

41,284' Pine & Gum @ 9.00
 6,216' Cypress 11.70
 Hlg&Ldg C&NJ 30915 - 14,901' @ 2.50

371.55

72.72

37.25

481.52

100.00

381.52

less account money advanced

March 28

WILLIAMS & JOHNSON, Inc.

STATEMENT---DETACH BEFORE DEPOSITING

No. **9485**

Advance to THJarvis, to be deducted in our next settlement
to him

\$100.00

March 22 - 1924

WILLIAMS & JOHNSON, INC.

Mail 11

STATEMENT---DETACH BEFORE DEPOSITING

No. 9519

7094'	Cypress	© 11.70	83.00	
11723	Pine, Oak & Poplar	9.00	<u>105.50</u>	188.50
3/29	- N&W 27380 - H&L 9,298'	✓		20.32
4/2	- " 27445 - " 15,083'	✓		33.93
4/3	- SAL 36189 - " 12,602'	✓		28.35
4/5	- N&W 26763 - " 12,572'	✓		28.29
4/7	- " 27787 - " 13,520'			30.42
4/9	- NYC 253968 - " 13,236'			<u>29.79</u>
				359.60
less(ck # 9353 & 9383)	Sal 41583 - H&L paid twice			<u>38.26</u>
				321.34
		a/c note		<u>21.34</u>
		WILLIAMS & JOHNSON, INC.		300.00

16,120' Pine @ 9.00

H&L N&W 26434 - ~~10,125~~ 13,231'

" " 27953 - 10,195'

STATEMENT---DETACH BEFORE DEPOSITING

" GN 22264 - 14,181' ✓

" So 160558 - 5,646' ✓

" N&W 27823 - 12,446' ✓

" " 26111 - 13,199' ✓

" " 27724 - 14,007' ✓

145.08

29.77

22.93

31.90

12.70

28.00

29.69

31.50

No. **9538**

331.57

chgs: Apr 7 - 4 hrs lost by Leary 3.40

8 - Leary wkg for Jarvis 6.80

9 - 4 hrs lost by Leary 3.40

12 - Leary's time 6.80

1/2 insp Apr 7 to 12 M.S. Leary 10.42

30.82

300.75

2.58 x

April 17th - loading 160558 lumber cut by Brad. & Saunders

a/c curtailing note 50.00 - int. 5.00 stamps 20¢

303.33

33.86

21.34 charged last week

WILLIAMS & JOHNSON, INC.

269.47

42,346' Pine Oak & Gum	9.00	381.11
3,968' Cypress	11.70	46.42
Hlg & Lodg N&W 26324 - 11,115'	8 & 10" 2.50	27.78
STATEMENT---DETACH BEFORE DEPOSITING		
Hlg & Lodgy " 26014 - 11,120'	4/4 Edge "	27.80
Advance on car Oak - Erie		92.00
		575.11

38107

No. **9405**

Feb 1 - 1924

WILLIAMS & JOHNSON, INC.

STATEMENT---DETACH BEFORE DEPOSITING

March 30 - 1924

No. 9498

Settlement as per statement 217.61

WILLIAMS & JOHNSON, INC.

32558' Cypress @ 11.70

380.92

24246' Oak & Pine 9.00

218.21 599.13

Dec 19th Hlg & Ldg SAL 41583 15309'

STATEMENT--DETACH BEFORE DEPOSITING

~~4x4 - 10 to 16~~ 38.27

No. 9383

dmurrage 2.00

36.27 X

Dec 18th Ctg. Hlg & Ldg ~~N&W 51507'~~

N&W 27558 - 55593' Oak

13.98 X

Jan 4th N&W 31507 HLG & EDG 14046'

4x4

35.11

Hlg & Ldg FRR 82946 - 8499' @ 2.50

21.25

106.61

less a/c money advanced

705.74

30.74

675.00

Jan 17 - 1924

WILLIAMS & JOHNSON, INC.

12/8/23

9332

STATEMENT---DETACH BEFORE DEPOSITING

No. _____

This advanced to Jarvis to curtail note of \$1400.00
due December 11th Seaboard National Bank. Charge to
account of T.H. Jarvis

\$100.00 —

T.H. Jarvis - Va Beach, Va
We have changed this to your o/c

WILLIAMS & JOHNSON, INC.

STATEMENT---DETACH BEFORE DEPOSITING

No. **9327**

3378 2x4 Pine	
27501 ' of Gum, Pine & Oak	
<u>30,879' @ 9.00 - - - - -</u>	277.91
 Hlg & Ldg N&W 62329 - 14,567' 2x4 @ 2.50	36.41
Loading Oak MR 26158	6.35
Hlg & Ldg E Box ACL 13076 - 12505' 2.50	31.26
Hlg & Ldg Gum T&OC 12277 - 15907' 2.50	39.76
	391.69
Advance against Oak on Siding	85.00
	476 .69

*Rec'd
7-19-23*

WILLIAMS & JOHNSON, INC.

Nov 23 - 1923

STATEMENT---DETACH BEFORE DEPOSITING

No. 1906

Oak and Pine	-38,325'	@ 9.00	344.92
Cypress	14,212'	11.70	<u>166.28</u>
total feet	<u>52,537</u>		511.20
hauling and loading P&R	<u>6465</u> - 10875'	@ 2.50	<u>27.18</u>
deducted account of advance	)		538.38
Deducted account of advance	<u>6-6- - - - -</u>		<u>38.38</u>
			500.00

WILLIAMS & JOHNSON, INC.

8276

No. _____

STATEMENT---DETACH BEFORE DEPOSITING

N&W 65442 Hlg & Ldg $\times$ 9,454'	2.50	23.63	
loading 5530'	.50	2.76	
GTP 301706 loading 10569'	.50	5.28	
GT 7624 loading 9764'	.50	4.88	
ATSF 46420 Slabs 13 cords	2.50	32.50	69.05
less inspection N&W 65442			1.18
Hlg and loading GTP 301706-GT 7624 - 14,353'	2.00		67.87
Oak & Pine 20,702'	9.00	186.31	28.66
Cypress 2,570'	11.70	30.06	
Advance to Jarvis			210.37
			153.10
			460.00

Aug 9 1923

WILLIAMS & JOHNSON, INC.

STATEMENT---DETACH BEFORE DEPOSITING

to cutting Cypress 32645' 11.70
 " " Pine & Gum 7295 9.00

381.94
65.65

No. **9244**
 447.59

Hauling & Loading N&W 120102' \$ 28.16 ✓
 less loading 8.00
 " $\frac{1}{2}$ insp 2.82 10.82

17.34

Hauling & Loading 14874' 2x4 N&W 64363
 Loading N&W 65968
 " 2 cars Oak NCSTL 20019 CMSTP 29425

37.18
 4.00x

Cutting back 2x4 N&W 64363

12.00x
 15.00x

" " 1796' 2x4 9.00

16.16

101.68
 549.27

Oct 12 - 1923

WILLIAMS & JOHNSON, INC.

9226

STATEMENT---DETACH BEFORE DEPOSITING

No. _____

36488'	Cypress	@ 11.70	\$426.90
9294'	Pine	@ 9.00	<u>83.64</u>
			\$510.54

Sept. 27-923

WILLIAMS & JOHNSON, INC.

STATEMENT---DETACH BEFORE DEPOSITING

No. 9208

Estimated quantity of lumber on racks at Windsor Mill
September 13th, 1923.: -

Pine - 5042' @ 9.00	45.37
Cypress 37000' @ 11.70	432.90
	478.27

Sept 13 1923

WILLIAMS & JOHNSON, INC.

STATEMENT---DETACH BEFORE DEPOSITING

Dec 21, 1923

9353

No. _____

Cutting pine, gum, poplar and Oak- - - -	56937' @ 9.00	\$512.43
Hlg and Ldg SAL 43783 - 10372' Oak		
" " " 41583 - 15309' Pine		
" " N&W 27558 - 5593' Oak		
	<u>31274' @ 2.50</u>	<u>78.18</u>
		590.61
ck 9327 advance against Oak on siding		<u>85.00</u>
		505.61
a/c money advanced		<u>57.72</u>
		447.89

WILLIAMS & JOHNSON, INC.

STATEMENT---DETACH BEFORE DEPOSITING

No. **9471**

24168' Pine	9.00	217.51	
4660' Cyp	11.70	<u>54.52</u>	272.03
Hlg & Ldg C&O 2719	- 11100'	4/4x10 Cyp	2.50
" "	B&O 94996	- 13698'	" Edge Box "
" "	NYC 210316	- 8630'	1" Oak "
			<u>21.57</u>
			354.59
less insp on C&O 2719	& B&O 94996		<u>14.95</u>
			339.64

3/14 - 1924

WILLIAMS & JOHNSON, INC.

May 24

No. 9570

STATEMENT---DETACH BEFORE DEPOSITING

42,600' Pine @ 9.00	383.40	
H&L Sou 39384 - 11262' - 2x4	25.33	
H&L N&W 60665 - (7,615' Poplar	17.13	
7,313' Oak	16.45	
H&L N&W 27918' 13,305' 4/4 Oak	<u>29.93</u>	472.24

13228
14928
300

June 28 = 1924
Bills paid for
Raising Expenses

Mr. Brown

for 2 inner Tubes for Truck ✓ \$12 10

J. R. Furburn

for Repair to Truck ✓ 5 30

R. G. Raads

for Gasoline oils ✓
1464
\$ 32 04

M. S. Leary

Missouri va

June 25/24

Received from

M. S. Leary

for Willingast Johnson

for Leary 8/2.50

Leary Coffee

Received of

M. S. Leary

For Handling Materials 36.75

For Tubes for Red Truck (12.10)

\$ 48.85

(6/28/1924)

Edw. Brown

6/28

Received from
M. S. Leary for
Wellington & Johnson
for Halling Lumber \$5385

W. C. White

Oct 3/24

Received of William Johnson Inc
Fifty Dollars (\$50.00)
for hauling and loading $\frac{1}{2}$ cypress
boards from Robertson Street to
Siding at Anderson

J. A. White

Money paid acct
By M. S. Leay at

Windsor va
for Labor
Hobbs and Ladin cars
Mr. Brown 4/21/24 ✓ \$352.50 ✓

Mr. White 4/21/24, \$446.00 ✓

Robert Hite ✓ \$ 5.00 ✓

Leroy Caffer ✓ \$ 3.75 ✓

Fletcher Brown ✓ \$ 4.00 ✓

Leopold Mar. Bill ✓ \$ 64.00 ✓

R. O. Roane Gas & Oil: ✓ \$ 3.80

102.80 ✓

By Check 9599
Bal due

99.71
3.09

6/21/24

Received of

M. S. Leary

for William T. Johnson
pay Labor

2 days at \$20.00 per day \$40.00

Wm. T. Johnson

Tuesday	17	1 Wagon day	6 0 0
"	"	1 " 1/2 day	3 0 0
Wednesday	18	2 Wagon	1 2 0 0
Halling By #4837 ft			1 4 6 0
Friday	20	1 Wagon day	6 0 0
Saturday	21	" 1 1/2	3 0 0
			4 4 6 0

Received of

M. S. Seay

for William & Johnson
for Halling Lumber
from Mill to Siding

W. A. M. Co.

FORM 45

REQUISITION ON STOCK ROOM

Date 6/20/54Owner William G. Johnson

Repair Order No. _____

Make of Car _____

Model _____

COMFORT PRINTING SPECIALTY CO. ST. LOUIS MO. (ALL RIGHTS RESERVED)

QUANTITY REQUIRED	PART NO.	ARTICLE	PRICE	AMOUNT
2		Trips to mill		3.00
390		oil		60
1		Wash on Truck		1.50
2		Spade Plugs		5.10
		Oil		1.30
		6 1/2 x 4		7.40
		By J. Johnson Garage		
		R. Johnson		
		Thurman		
		TOTAL		

Ordered by _____

O. K. _____

Foreman _____

Receipt for Charges Collected from Consignee

3001-1-22
Printed in U.S.A.)

Office WINDSOR, VA. State Virginia 1924

M Williams & Johnson

TO AMERICAN RAILWAY EXPRESS CO., DR.
(Incorporated)

For Transportation of Battery
From Norfolk State of Va

Shipped by _____
Waybill _____ Date of _____
Number _____ Shipment _____ Weight 68

Received payment for the Company E. J. Nicholson

- 1 Advance Charges
- 2 Value Charge
- 3 Express Charges
- 4 Manifest Fee
- 5 C. O. D. Amount
- 6 C. O. D. Return Charge
- Total

Dollars	Cents
	68
	68

Please Address Your Express to Street and Number

Express Classification requires that in all cases where value is declared in excess of \$50.00, or if the shipment weighs more than 100 lbs., in excess of .50 per lb., the value declared must be entered on the shipment.

Please Address Your Express to Street and Number



Oct 16th 1924

Received of William Johnson

Thirty nine and $4\frac{5}{100}$ Dollars

for Battery, shipped to Windsor, Va.

\$ 39 $4\frac{5}{100}$

Colerian.

ALLIANCE ELECTRIC CO., INC.

June 25 = 1924
 M. S. Leary Expenses for
 week ending June 25 = 1924

at Windsor Va

6/23	for R.R. fare	\$ 1.82
6/21	paid amt on pay roll 6/21	3.10
6/23	for Board	1.17
6/24	for Board	1.17
6/25	for Board	1.17
6/26	for Board	1.17
6/27	for Board	1.17
6/28	for Board	1.17
		\$ 11.94
6/23	Salary week ending 6/28	3000
		\$ 4194

9637

ORDERED BY
 THE BOARD OF
 SUPERVISORS
 OF THE
 COUNTY OF
 WINDSOR
 VIRGINIA
 JUNE 28 1924

M. S. Leary

June 30 = 1924

Mrs Millins

I am sending you
this papers B.J.

My Daughter

Mr. Larson
with you can find
for my check

I will do all I can
at Windsor this week
according to my figures
I have \$2.65 cents of
the 60 money in hand
which I will
account for next week

Larson
M. S. Leap

6/28

Received of
M. S. Leay
for William & Johnson
for Labor ~~for~~ Truck
\$ 13.75
Herbert Hite

6/28

Received from
M. S. Leay
for William & Johnson
for Labor \$ 8.40
(Quarter check)

6/28

Received from
M. S. Leay
for William Johnson
for Labor ✓
\$ 1100

Will Jones

6/28

Received from
M. S. Leay for
William Johnson
for Labor ✓
\$ 500

Walter Mitchell
for bookkeeping

WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



SHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTION

OFFICE HADDINGTON BUILDING
NORFOLK, VA.

July 26th, 1924.

E.M. Brown, received from Williams & Johnson Inc.

for hauling lumber from C. C. Robertson Farm to Windsor, Va.

Lumber cut by T. H. Jarvis. 25 Hrs. @ 60¢ - - \$15.00

BY

WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



SHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTION

OFFICE HADDINGTON BUILDING
NORFOLK, VA.

July 26th, 1924.

W.C. WHITE, received of Williams & Johnson Inc. for

team and wagon hauling lumber to Windsor, Va. week

ending July 26th, 100 hrs. @ 60¢ - - - - \$60.00

Lumber hauled from C.C. Robertson Farm from lumber cut
by T. L. Jarvis.

Received Payment

W.C. White.

WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



SHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTION

OFFICE HADDINGTON BUILDING
NORFOLK, VA.

July 26th, 1924.

M. S. LEARY, received of Williams & Johnson Inc., for
labor, loading lumber at Windsor, Va. Lumber cut by
T. H. Jarvis, the amount of - - - \$27.75

BY

M S Leary

WILLIAMS & JOHNSON

— INCORPORATED —

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



SHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTION

OFFICE HADDINGTON BUILDING
NORFOLK, VA.

Sept. 18th, 1924.

J.B. White & Sons, received from Williams & Johnson Inc.

acct. Hauling Cypress from C.C. Robertson Farm to Windsor, Va.

from lumber cut by T.H. Jarvis, \$25.00

BY

J. A. White

WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



BRICK
CEMENT
HOLLOW TILE
CRUSHED STONE
GYPSUM BLOCKS
ROOFING SLATE

OFFICE & WAREHOUSE 43 MARTIN LANE
NORFOLK, VA.

Feb. 13th, 1924.

SOLD TO

Canton Lumber Co.,
Baltimore, Md.

OUR ORDER 783

YOUR ORDER 7386

CAR B&O 180177

TERMS: Usual

4490'	1x12	#1 Box Grade	Cypress	\$38.00	\$170.62
3187'	1x10	" "	" "	36.00	114.73
2823'	1x8	" "	" "	35.00	98.81
1795'	1"x8, 10, 12		Culls	22.50	40.39
2754'			Splits	15.00	41.31
15049	ft.				465.86

12295

2754 cr -

WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



BRICK
CEMENT
HOLLOW TILE
CRUSHED STONE
GYPSUM BLOCKS
ROOFING SLATE

OFFICE & WAREHOUSE 43 MARTIN LANE
NORFOLK, VA.

March 6th, 1924

SOLD TO Harris Hardwood Co.
Roanoke, Va.

OUR ORDER ⁷⁸⁷
TERMS: Usual

YOUR ORDER letter 2/5/24

CAR NYC 210316

1685 ft. 4/4 Oak #1 Com.	\$55.00	\$ 92.67
3330 " #2 "	35.00	116.55
3615 " #3 "	20.00	72.30
<u>289 " #2 "thin</u>		<u>4.91</u>

8919 ft.

286.43

249
8670 ✓

WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



BRICK
CEMENT
HOLLOW TILE
CRUSHED STONE
GYPSUM BLOCKS
ROOFING SLATE

OFFICE & WAREHOUSE 43 MARTIN LANE
NORFOLK, VA.

Dec. 18th, 1923

SOLD TO

M. McKann & Co.,
City

OUR ORDER

730

YOUR ORDER

S-1819

CAR

SAL 41583

TERMS:

Usual

15309' 4x4 - 10 to 16' R'gh. @ \$21.00 - \$321.49

WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



BRICK
CEMENT
HOLLOW TILE
CRUSHED STONE
GYPSUM BLOCKS
ROOFING SLATE

OFFICE & WAREHOUSE, 43 MARTIN LANE
NORFOLK, VA.

Feb. 1st, 1924.

SOLD TO

M.T. Blassingham & Co.
City

OUR ORDER

749

YOUR ORDER

1629-C

CAR

Erie 105508

TERMS:

Usual

8217 ft. 1" and 2" Oak @ \$30.00 - - \$246.51

✓
374 ft Credit

WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



BRICK
CEMENT
HOLLOW TILE
CRUSHED STONE
GYPSUM BLOCKS
ROOFING SLATE

OFFICE & WAREHOUSE 43 MARTIN LANE
NORFOLK, VA.

Feb. 14th, 1924.

SOLD TO Wm. Suchting & Sons Inc.,
Baltimore, Md.

OUR ORDER 779
TERMS: Usual

YOUR ORDER C.F.G.

CAR B&O 89831

Corrected Invoice

5431 ft. 1" #1 Box Grade Cypress @	\$32.50	-	\$176.51
<u>5431 ft. 1" Culls</u>	<u>25.00</u>	-	<u>135.78</u>
10,862 ft.			\$312.29

Wm. Suchting & Sons Inc.

WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



SHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTION

OFFICE HADDINGTON BUILDING
NORFOLK, VA.

July 11th, 1924.

M. S. Leary, received of Williams & Johnson Inc., time
of self and men for hauling and loading lumber from
C.C. Robertson Farm to Windsor, Va., from lumber cut
by T.H. Jarvis - - \$70.50

BY

M. S. Leary

WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



SHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTION

OFFICE HADDINGTON BUILDING
NORFOLK, VA.

July 11th, 1924.

E. M. Brown, received of Williams & Johnson Inc. for
hauling and loading lumber, teams, wagon and men, from
C.C. Robertson Farm to Windsor, Va., from lumber cut by
T.H. Jarvis, \$164.50

BY

E. M. Brown

WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



SHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTION

OFFICE HADDINGTON BUILDING
NORFOLK, VA.

July 11th, 1924.

T.C. White, received of Williams & Johnson Inc. for hauling
lumber with teams and wagon from C. C. Robertson Farm to Windsor,
Va., from lumber cut by T.H. Jarvis, \$57.18.

BY

T.C. White

WILLIAMS & JOHNSON

— INCORPORATED —

~~LONG & SHORT LEAF YELLOW PINE WHITE PINE~~
~~AND HARDWOOD LUMBER~~

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



SHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTION

~~OFFICE HADDINGTON BUILDING~~
NORFOLK, VA.

July 18th, 1924.

M. S. Leary, received of Williams & Johnson Inc.,
for expense of loading lumber at Windsor, Va. week
ending July 19th, 1924. - - - \$103.50

BY

M S Leary

WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



SHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTION

OFFICE HADDINGTON BUILDING
NORFOLK, VA.

July 11th, 1924.

W. C. White - Received of Williams & Johnson Inc., for
hauling lumber with teams and wagons from C. C. Robertson
farm, to Windsor, Va. Lumber cut by T. E. Jarvis:

Amount - - - - - \$13.92

BY W C White

County of Isle of Wight

To

Dr.

a
 B
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WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE - WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



SHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTION

OFFICE HADDINGTON BUILDING
NORFOLK, VA.

March 1st, 1924.

T. H. Jarvis,
Windsor, Va.

Dear Sir:-

We have just checked up stock on yards
at time of your beginning operation, which is
as follows:-

340	pcs.	1x8	-	12	Oak	-	2720	ft.
425	"	1x6	-	14	Gum	-	2975	"
1012	"	1x6	-	14	"	-	7084	"
504	"	1x8	-	14	Pine	-	4704	"
30	"	1x8	-	14	"	-	280	"
712	"	1x6	-	14	Edge	-	4984	"
725	"	1x6	-	14	"	-	5075	"
378	"	1x8	-	15	Pine	-	3780	"
418	"	1x6	-	14	Edge	-	2926	"
500	"	1x8	-		Edge	-	4666	"
228	"	1x6	-	14	Edge	-	1596	"
168	"	1x10	-		Gum & Poplar	-	1960	"
48	"	1x12	-	16	Pine	-	768	"
		Oak			piled on yard	-	2000	"
TOTAL						-	45,518	ft.

This for your information.

Very truly yours,

WILLIAMS & JOHNSON INC.

BY

J. L. Williams

JLW
GLS

P. F. WILLIAMS, PRESIDENT

J. L. WILLIAMS, SECY.-TREAS.

WILLIAMS & JOHNSON

— INCORPORATED —

LONG & SHORT LEAF YELLOW PINE—WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



SHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTION

OFFICE HADDINGTON BUILDING
NORFOLK, VA.

July 26th, 1924.

Eubart Height, received of Williams & Johnson Inc.,
for labor and loading lumber from C.T. Robertson Farm
cut by T.E. Jarvis, \$7.25

BY H. Hite.

September 16/24

M. D. Leary

Loading car W+L E 22374

Railroad fare 1.82

Board 2 Days

Labor 2 Days

325
1000

1507

Checked by

Extensions

Prices

Order No.

Entered Ledger

Reference

9732

15.07

Labor on car

1 Man 5 hours @ 25. 1.25
2 " 3 " 20 - 1.20
1 " 2 1/2 " 25 - 63
1 " 2 1/2 " 25 - 63

3.71

Less money loaned

Loaded 12459 ft

Cost inspection alone 1.21

" Labor " 30
\$ 1.51 per M

371

\$ 18.78

10.00

8.78

Exhibit B

WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBERFLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERSSHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTIONOFFICE HADDINGTON BUILDING
NORFOLK, VA.

May 27th, 1924.

Mr. T.H. Jarvis,
Va Beach, Va.

Dear Sir:-

We have before us your letter of May 24th.

The first six months under your contract ended, as based on lumber shipments, on March 28th, at which time we made up the statement as covered by contract and on March 30th you were in this office and went over this statement with us and carefully checked each and every item thereon with your records. You agreed to its correctness at that time.

We are enclosing copy of this statement covering your account up to the end of the first six months period. This statement shows that you have been paid \$4299.70 in excess of the amount of lumber shipped and in order to balance, you should have had at that time on the lumber yard, not shipped, something more than 400,000 ft. of lumber. In this connection, we made a thorough estimate of all lumber on yard about the 12th of March, at which time you only showed about 273,000 ft.

The bi-weekly estimates of lumber on yard is for your convenience and benefit only, and you have assisted in making some of them. They are always made at your Mill on a Thursday and it is your own fault if you have not concerned yourself enough to help make all of them. Monies paid you under these estimates are advances only and, as you well know, you can not receive credit for any lumber until shipment is made.

The statement attached gives you full credit for all shipments for the six months period. The next statement will credit you with everything shipped the next succeeding six months, and so continue until your contract is completed.

WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



SHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTION

OFFICE HADDINGTON BUILDING
NORFOLK, VA.

#2-

May 27th, 1924.

T.H. Jarvis,
Va. Beach, Va.

We take the statement in your letter in which you say you will discontinue operations as of June 2nd, to mean that as of June 2nd you will fail and refuse to do the work as outlined in your contract with us and we hereby formally notify you that you are hereby given the necessary five days notice as required in fifth paragraph of your contract, with reference to your failure or refusal to do the work, and we shall proceed to manufacture this lumber as is outlined in the said fifth paragraph of the contract, under one of the options provided under this heading.

Very truly yours,

WILLIAMS & JOHNSON INC.

BY *P. F. Williams*

PFW
BS
Enc.

*Copy of this letter and copy of
statement sent to you at Windsor,
Virginia.*

W & J. Inc.

$$\begin{array}{r}
 12 \ 128 \\
 9 \ 991 \\
 7 \ 942 \\
 1 \ 1600 \\
 \hline
 41,661
 \end{array}$$

$$\begin{array}{r}
 \cancel{620574} \\
 \cancel{5583346} \\
 \hline
 2
 \end{array}$$

FORM 45

REQUISITION ON STOCK ROOM

Date

June 27

Owner

Williams and Johnson

Repair Order No.

34

Make of Car

Model

COMFORT PRINTING SPECIALTY CO. ST. LOUIS MO. (ALL RIGHTS RESERVED)

QUANTITY REQUIRED	PART NO.	ARTICLE	PRICE	AMOUNT
7	lbs	Grease		1 75
		work out truck		30
		Paint		
		6/28/24		
		Fullerton Garage		
		By B. T. Fulyk		
TOTAL				2.05

Ordered by

O. K.

Foreman

7/5/24

Money paid out
Resets for some

Hubard Hite 11 00

Blanche May 3 40

Alie James 12 00

J H Tucker 4 00

W White 48 00

Mr Brown 57 00

for Gasline & oil 4 44

the Garage Man 10 10

\$ 149 94

Money Recied 15 00 00

00 00 00

M. S. Leay

CLARK MOTOR COMPANY

AUTOMOBILE REPAIRING

ACCESSORIES AND SUPPLIES

Phone 27

Suffolk, Va., *6/24* 191*1*

Sold to

F. M. Brown

ITEM

GALS. GAS.

OIL

2-35 X 5

16.7. Tubes

LABOR, HRS. AT

✓

11.70

cement & Ruber

4.0

12.10

Paid

F. M. Brown

13

Received by

Our Specialty is
REPAIR WORK

PROMPT SERVICE

REASONABLE PRICES

CLARK MOTOR COMPANY

Suffolk, Va.

Dixie Sales Book Co., Bedford, Va.

ROBT. A. RHODES

DRY GOODS, NOTIONS, GROCERIES, CLOTHING
COUNTRY PRODUCE A SPECIALTY

Windsor, Va.

102

M

No.

MC GURNEY ALLIANCE O.

Reg. No.

Clerk

Account

Forwarded

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

18

Your account stated to date. If error is found, return at once.



IF THE GOODS PURCHASED ON
THIS SLIP ARE NOT RIGHT

IT IS OUR FAULT.

IF YOU DO NOT PROMPTLY
LET US KNOW IN SUCH A CASE
SO THAT WE MAY RIGHT THE
WRONG, WHICH WE WILL
GLADLY DO

IT IS YOUR FAULT.

We appreciate your patronage and are
anxious to serve you well.

Please save all your slips as they con-
stitute your full account, and in case of dis-
crepancy bring the slips back to our store
and we will compare them with copies which
we keep in our store, and we will be pleased
to check over with you.

THANK YOU

ROBT. A. RHODES

WINDSOR,

VIRGINIA

We use The McCaskey System and your
account is stated to date. Save your slips.



Manufactured by The McCaskey Register Co., Alliance, O.

June 21 - 1924

Received of

M. S. Leary

for William T. Johnson

\$ 11.25 6/15/24

" 15.75 6/17/24

" 8.25 6/17/24

35.25-

6/21/1924

Received M. S. Leary

\$ 35.25 for Job Wagner

O. M. Brown

33,912' Pine Lumber

305.20

H & L - N&W 26535 - 10,910'

24.54

" RI 34460 - 11,612'

26.13

STATEMENT---DETACH BEFORE DEPOSITING

" N&W 27695 - 10,830'

34.36

" N&W 26404 - 9,291'

20.90

" Sou 254515 - 12,210'

27.47

133.40 438.60

a/c inspector:

Board 4/14

6.67

Delays 4/16,17-18-

5.50

Board a/c delays

1.17

1/2 inspection

14.58

27.92

4/28- delays a/c not furnishing lbr-men

9.70

1/2 inspection

15.98

25.68

5/2 a/c delays 23.00 1/2 insp 4.49

27.49

81.09

357.51

Advance a/c loading 2x4-5/9

WILLIAMS & JOHNSON, INC.

90.00

Cumtial note 50¢ Int 50¢

447.51

55.00

392.51

12-6-1-6-1-18

Oct 8/24

Received of William Johnson
for labor loading 4 Cypress
timber on cars at
Windsor One Dollar and
Sixty Cents 1.60

John Yates *

Oct 8/24

Received of William Johnson
for loading 76 Cypress
boards on cars at
Windsor, Va. One Dollar
and Sixty Cents <1.60>

Daniel Diggs
per W. Johnson

Oct 8/24

Received of William Johnson
for Loading Lumber at
Hedwig to Car at Windsor,
Va. $\frac{1}{2}$ Cyprus Lumber
One Dollar and Sixty Cents
\$1.60

Paul Eley
per W. W. H. L.

Oct 10/25

Received of William O'Brien
555 for hauling 40 Cybers
books from Robertson tract
to Siding at Anderson,

Geo F. Pierce

Oct 10/24

Received of William Johnson Inc
for hauling $\frac{1}{4}$ Cypress boards from
Robertson tract to siding at Windsor

\$3⁰⁰

Ernest Goggin.

Oct 10/24

Received of William Johnson
\$8.70 for hauling 71 Cypress
boards from Robertson tract
to siding at Windsor, Va.

J. T. Godwin

$$\begin{array}{r}
 1080 \\
 \underline{277} \\
 803 \\
 \underline{240} \\
 563 \\
 \underline{726} \\
 160 \\
 \underline{216} \\
 294
 \end{array}$$

$$\begin{array}{r}
 14 \\
 \underline{20} \\
 280
 \end{array}$$

Oct 10/24

Received of
William Johnson Dr
for hauling 4 Cypress boards
from Robert ~~Dr~~ to siding
Windsor Fifty Dollars

W.C. White

Received of William A. Jelen Due
Labor Loading cars 4/2 Cypress

Johann H.	19 hrs	@ 20	- 380	Johann H.
Dick	19 hrs	@ 20	- 380	Dick
Daniel	19 "	@ 20	- 380	Daniel
White	44	@ 30	4.20	White

Payroll Oct 10/24

$$\begin{array}{r} 18 \\ 9 \\ \hline 27 \end{array}$$

$$\begin{array}{r} 275 \\ 27 \\ \hline 1425 \\ 550 \\ \hline 7425 \end{array}$$

2
2
2
2
2
2
2
2

Oct 10/24

Received J. Williams Johnson for
hauling $0\frac{4}{5}$ Cypress
boards from Robertson tract
#525) five dollars and
twenty five cents
M. S. Clements

Oct 12 - 24

\$11⁰⁰/₌

Received of William Johnson
for hauling $\frac{1}{4}$ Cypress from
Robertson Creek to Hedwig
at Windsor, Va \$11⁰⁰/₌

J. H. Godwin

Oct. 13/27

Received of William Johnson
\$12⁵⁰ for hauling $\frac{1}{4}$ Cypress
boards from Robertson tract to
siding at Andover

J. A. White

Oct 13/24

Received of William Johnson Inc
(2500 Thirty Five and No 100 - for loading
lumber at siding $4\frac{1}{2}$ Cypres

J. A. Whitson

WILLIAMS & JOHNSON

— INCORPORATED —

LONG & SHORT LEAF YELLOW PINE—WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



SHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTION

OFFICE HADDINGTON BUILDING
NORFOLK, VA.

September 26th, 1924.

J.S. White & Sons, received from Williams & Johnson Inc.,
for hauling lumber to Windsor, Va. from C.C. Robertson Farm,
from lumber cut by T.H. Jarvis, \$30.00

BY

J. H. White

WILLIAMS & JOHNSON

INCORPORATED

LONG & SHORT LEAF YELLOW PINE WHITE PINE
AND HARDWOOD LUMBER

FLOORING
CEILING
ROOFERS
FINISH
DIMENSIONS
TIMBERS



SHEET PILING
FORMING AND
BRACING
FOR CONCRETE
CONSTRUCTION

OFFICE HADDINGTON BUILDING
NORFOLK, VA.

October 5rd, 1924.

J. S. White & Sons, received from Williams & Johnson Inc.,
for hauling lumber to Windsor, Va. from C.C. Robertson Farm,
from lumber cut by T.H. Jarvis - -\$ 33⁰⁰

BY

J. A. White Sons

6/21/24

Received

of M. S. Leary
for Labor & Hauling
Truck for Millard & Johnson
2 day 2.50 per day \$ 5.00

Herbert White

no 5

6/25/21

Received of
M. S. Leary
for William & Johnson on
for Labor

1 1/2 days 2.50 per day \$ 3.75
Sundry Coffee

9435
9335

STATEMENT---DETACH BEFORE DEPOSITING

No. _____

Feb - 15 - 19 24

WILLIAMS & JOHNSON, INC.

26622' Pine & Oak @ 9.00	239.59	
31892' Cypress 11.70	373.11	612.70
<u>58514</u>		

Ldg & Hlg N&W 27603 - 7,146' @ 2.50 ✓	17.86	
Ldg N&W 26039 - 5,600' .50 ✓	2.80 x	
Hlg & Ldg N&W 26039 2,110' 2.50 ✓	5.27	
	<u>25.93</u>	

less stick piling a/c green lumber shipped	2.00 x	23.93
--	--------	-------

Hlg & Ldg LV 86511 - 17,984'		44.96
50¢ per M extra a/c Hlg LV 86511 from P.J.Grays		8.99 x
Cutting Hlg & Ldg Erie 105502, 7,843' Oak ✓		90.19

✓ Hlg & Ldg NYC 248558 - 7,276' ✓	18.19	
less 1/2 inspection - - - - -	1.28 x	16.91

Hlg & Ldg 79257 - 11304' Cypress @ 2.50		28.26
---	--	-------

Hlg & Ldg 63982 - 16524' Pine @ 2.50 Insp	41.31	38.41
	2.90 x	

Hlg & Ldg 89831 - 9939' Cypress 2.50 24.84	24.84	24.84
--	-------	-------

less inspection - - - - -	1.70 x	23.14
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Hlg & Ldg B&O 180177 - 15,049' Cypress	37.62	
--	-------	--

less inspection - - - - -	2.63 x	34.99
---------------------------	--------	-------

Sawing N&W 27558 - 5593' Oak @ 9.00		53.33
-------------------------------------	--	-------

30 poles @ 30¢		9.00 x
----------------	--	--------

984.81

Or Estimated 12,000' celled oak at Siding @ 7.75 108.00 1092.81

License on Truck 20.00

a/c note Feb 11 105.72

a/c money adv 175.00

300.72

ck 19435-2/15 792.09

PHONE: NORFOLK 8173

NORFOLK, VA.,

19

M

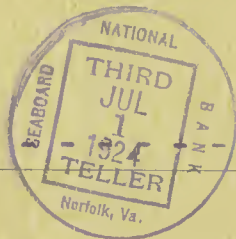
To J. Y. GOOCH & COMPANY DR.
CONTRACTORS & BUILDERS
51 HADDINGTON BLDG.

6-10-13

WILLIAMS & JOHNSON, INC.

No. **9612**

LONG AND SHORT LEAF YELLOW PINE—WHITE PINE
AND HARDWOOD LUMBER



NORFOLK, VA. JUN 31st, 1924.

192

PAY TO THE
ORDER OF

M. E. LEARY \$ 43.00

FOURTY THREE AND 00/100

DOLLARS

TO

THE SEABOARD NATIONAL BANK
NORFOLK, VIRGINIA

WILLIAMS & JOHNSON, INC.

PRESIDENT-SECY. TREAS.

2000

PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUST CO.
PRIOR ENDORSEMENTS GUARANTEED

JUL 1 - 1924
SEABOARD NATIONAL BANK
BERKLEY BRANCH
68-45 NORFOLK, VA 68-45
W. W. PORTER, ASST. CASHIER

Handwritten signature and scribbles.

92 140

9 786

42. 977

1 13. 092

257.995

Exhibit A.

Norfolk, Va., May 24th, 1924.

Williams & Johnson, Inc.,
Haddington Bldg.,
Norfolk, Va.

Gentlemen:-

I call your attention to the following clause of
your contract with me under date of August 17th, 1923:

"The Company agrees to make an estimate, which shall be as close a count as is practicable, of the lumber manufactured by the Contractor each two weeks and to advance the said Contractor for lumber on yard on the basis of ninety percent (90%) of the Pine and other lumber, excepting Cypress, at ten (\$10.00) Dollars per thousand feet and the Cypress lumber at Thirteen (\$13.00) Dollars per thousand feet, and to make similar advances against balance when shipments are made. It is agreed that a checking and settlement shall be made once every six months between the parties hereto."

The lumber cut and shipped by me under this contract has never been properly estimated by you, nor have I ever been able to secure a checking and settlement from you in accordance with the terms of this contract. There remains due me at this time a balance of Seven Hundred and Eighty-four and 48/100 (\$784.48) Dollars that I am able to ascertain exactly, on account of lumber cut and shipped by me under the contract. Incidentals will bring this up to around \$1,000.00.

I cannot continue to operate under our agreement unless this matter is adjusted. Also I find that your estimates on which you base your two-weekly advances to me continually run

#2. Williams & Johnson, Inc.,

May 24th, 1924.

under the lumber inspector's estimates of the same timber, although I understand that you sell this lumber on the basis of the lumber inspector's report as to quantity.

I am very desirous of continuing these operations but feel that you should live up to your obligations. The first six months' period of my operation ended on February 27th, 1924, yet I have never had a settlement and checking as called for in the contract. I received a check far below the amount actually due marked "settlement as per statement", but no statement was given me nor have I ever been able to obtain one from you. My belief is that a careful statement would reflect the balance due me and I insist on the same at this time.

Unless such a statement is furnished by Saturday, May 31st, and an adjustment of what is due me made on the following Monday, June 2nd, I shall discontinue operations under the contract, because of your breach of the same.

In the event that I am forced so to discontinue my operations it is my purpose to at once withdraw all teams and equipment on the ground at Windsor, owned or controlled by me, this including the mill boiler and two saws which I own there. Or, if you desire to purchase this boiler and the two saws I will sell the same to you at a reduction, allowing you to have the mill intact at once and continue operations on your own hook. These cost me between thirteen and fourteen hundred dollars, and are at present as good as new. I am willing to sell them to you for \$1200.00 in the event that I am forced to

#3. Williams & Johnson, Inc.,

May 24th, 1924.

discontinue operations.

Very truly yours,

T. H. Jarvis

11
Williams & Johnson
WB Issue out of Cy.
J. H. Farriss.

May 28 - 1925

Dual by Jury.

Vindict- for defat.

C L O. B 7- pg. 260.

Jury Cost

1	2.20
1	7.80
5	1.00
1	2.10
1	1.60
1	3.30
1	2.00
1	2.30
1	2.20
	25.50

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

June 25th, 1924.

G. A. Edwards, Esq., Clerk,
Circuit Court, Isle of Wight County,
Isle of Wight Courthouse, Va.

Dear Sir:-

Enclosed please find decree in the matter of
Williams and Johnson, Incorporated, v. T. H. Jarvis, with
note attached from Judge B. D. White.

Very truly yours,

W. R. Ashburn

A/R

Enc.

LAW OFFICES
S. BURNELL BRAGG
LAW BUILDING
NORFOLK, VIRGINIA

Norfolk, Va., May 1st, 1925.

Mr. R. A. Edwards,
Clerk Circuit Court, of
Isle of Wight County,
Isle of Wight Court House, Va.

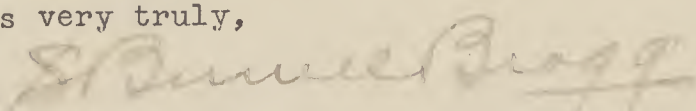
Dear Sir:

Enclosed you will please find a decree to be entered in the case of Williams & Johnson, Inc., vs. T. H. Jarvis. Mr. Ashburn and myself have already taken this matter up with the Judge and he has agreed to enter this decree on Monday, the 4th inst., and has also agreed to set the case down for a hearing on May 28th.

Thanking you for your attention in this matter, I am,

Enc.
SBB/P

Yours very truly,



CC-Mr. W. R. Ashburn.

LAW OFFICES
S. BURNELL BRAGG
317-319 LAW BUILDING
NORFOLK, VA.

Norfolk, Va., May 23, 1925.

Mr. R. A. Edwards,
Clerk Circuit Court of
Isle of Wight County,
Isle of Wight Court House, Va.

Dear Sir:

I would appreciate it if you would
issue a subpoena for Woody C. White, Windsor,
Va., to appear in your court on May 28th
at ten o'clock to testify on behalf of the
plaintiff in the case of Williams & Johnson,
Inc., vs. T. H. Jarvis.

Trusting you will give this your most
prompt attention and thanking you, I am,

Yours very truly,

SBB/P

S. Burnell Bragg

assured 5/25/25

witnesses for
alft.

wm + johnson
vs

J H Garver

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

May 23rd, 1925,

R. A. Edwards, Esq., Clerk,
Circuit Court of Isle of Wight Co.,
Isle of Wight Court House,
Va.,

Dear Sir:-

Will you please issue subpoena in the matter of Williams & Johnson, Complainant, against T. H. Jarvis, Defendant, which is set for trial on the issue out of Chancery on Thursday, May 28th, next, for H. C. Hedgpeth, to testify on behalf of the defendant at the trial of the above entitled matter? Mr. Hedgpeth lives near Windsor, in Isle of Wight County, and is a very material witness.

Will you also issue subpoenas for J. E. Newby and M. S. Leary, directed to the Sergeant of the City of Norfolk, and forward these to me forthwith in order that I may facilitate service of the same?

Yours very truly,

W. R. Ashburn

WRA/m
W. R. Ashburn
5/25/25

Witness for
defendants

William Johnson

vs

J. H. Jarvis

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

July 20th, 1925,

R. A. Edwards, Esq., Clerk,
Circuit Court of Isle of Wight Co.,
Isle of Wight Court House,
Va.,

IN RE: WILLIAMS & JOHNSON v. T. H. JARVIS,

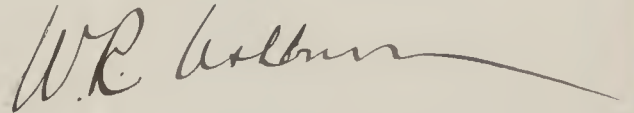
Dear Sir:-

Judge White has rendered a final decision in the above entitled matter confirming the Commissioner's report and decreeing that Williams & Johnson shall stand the costs of litigation up to the trial of the issue out of chancery, and that T. H. Jarvis shall stand the costs of trying the said issue.

Will you, therefore, please forward me statement of costs in this matter in two parts showing first, the costs up to the time of trial of the issue out of chancery, and second, the costs of that proceeding?

Yours very truly,

WRA/m



July 23, 1925.

Mr. W. R. Ashburn,
Norfolk, Virginia.

Re: Williams & Johnson v. T. M. Jarvis

Dear Sir:-

I have yours of July 20th concerning the cost in the above case and the method of dividing same. In reply will state that I will get this statement out to you the very first opportunity I have, however, I am very busy right now getting ready for another term of Court, which begins on Tuesday and it may be that I can't do this until after that time.

Very respectfully yours,

RAM:JJ

CLARK.

07

W. R. ASHBURN,
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

July 27th, 1925,

Judge B. D. White,
R. F. D.,
Lynnhaven,
Princess Anne County,
Va.,

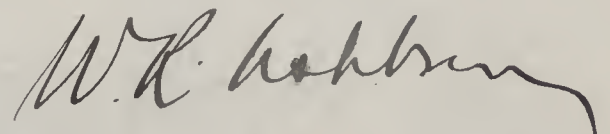
Dear Judge:-

I beg to hand you herewith final decree in the matter of Williams & Johnson, Incorporated, against T. H. Jarvis. You will see that this has been copied verbatim from the draft prepared by yourself.

I would request that you endorse this and forward the same to Isle of Wight for filing with the papers at your earliest convenience. Mr. Bragg has notified me that his clients expect to take this matter to the Supreme Court of Appeals and I am, therefore, very anxious that the decree be entered as soon as possible, in order that we may eventually and finally determine the controversy.

Yours very truly,

WRA/m



LAW OFFICES
S. BURNELL BRAGG
350 LAW BUILDING
NORFOLK, VA.

Norfolk, Va., Nov. 3, 1925.

Mr. R. A. Edwards,
Clerk Circuit Court of
Isle of Wight County,
Isle of Wight Court House, Va.

Dear Sir: RE: Williams & Johnson vs. T. H. Jarvis.

I have received from Mr. Ashburn a copy of the statement of costs which you sent him and I am at a loss to understand how you could assess \$25.50 as a cost of the jury.

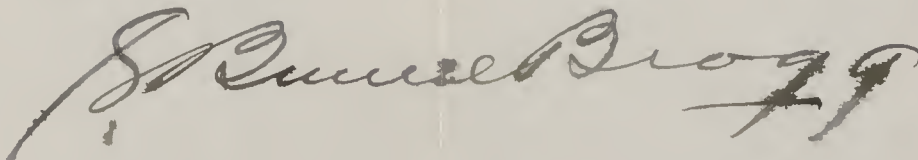
We understood on the day this trial was had that this jury which you had there had just completed the trial of a criminal case which they had been trying for two days or more. I forget the style of the case but it was some colored man who lived in Portsmouth, who had either murdered or maimed a storekeeper in that vicinity. I would appreciate it if you would advise me how you arrive at the above amount, as I think possibly there was some mistake. We only pay \$1.50 here for impanelling a jury.

There are two other items which I would like to ask you to explain and that is the item of Clerk's costs in the plaintiff's statement of \$9.85, and the Clerk's costs in the defendant's statement of \$5.40.

Awaiting your early advices, I am,

Yours very truly,

SBB/P

A handwritten signature in dark ink, appearing to read "S. Burnell Bragg". The signature is fluid and cursive, with a large, stylized initial "S" and a long, sweeping underline that extends to the right.

Isle Of Wight, Virginia.

November 7th, 1928.

Mr. D. Burnell Bragg, Atty At Law,

Norfolk, Virginia.

My dear Sir-,

I have your of recent date relative to costs in re Williams & Johnson Vs. T. H. Jarvis and in reply will say, that after having gone into the matter carefully I am of the opinion that I have made an error in taxing up the costs of the Jury against the case. I was under the impression that the Court required the cost of the Jury taxes in his order, do not know how I got same in my head as I now find that he did not, however from my limited knowledge of the law I think the Court has that right. Now as to the Jury that tried your case having tried a criminal case the same day, will advise that the records show that the negro's case ended on the 27th of May and that Jarvis's case was tried on the 28th, however it is true that a part of the same Jury were used for both trials but on different days. At any rate while the Jury cost ~~was~~ not charged to your client but to the defendant instead at the same time I shall deduct the same from the costs and so notify Mr Ashburn as it appears an error. Now as to Clerks costs taxed to each account which you wish explained I hand you herein itemized statement of same and if you find anything out of the way-will thank you to call my attention to it as I do not claim to know it all by any means when it comes to taxing costs, havent been in a Clerks Office long enough yet for that and expect to make a plenty of mistakes, however they are as liable to be against me as the other fellow. Awaiting yours further on the matter,

I remain Very Respty,

R. A. Eason Clerk.

Clerks cost Vs. Plaintiff.
1924.

Key. Subpoena in cy, .40, copy .20,
order 25, Recept, 25, Injunet., 75,
Injunction bond & copy, 1.50, bill 20
Rules, 1.00, noting process 25,
Docketing 25, Atty 10., Decree .75
Decree 75, copy 50, -five continu-
ances @ .25cts, 1.25, Com. rept., .20,
Exceptions for ptff, 25, same for
defat 25, Exhibits 35, costs & copy, 50,
Total costs chgd. \$ 9.85

Clerks cost Vs. Defendants.
Order issue out of cy, 50, docketing 25
noting attys 10, Sub-for witness 1.55
Swearing Jury witnesses, 75, Entering Jur.
verdict, 50, order transferring to chan-
cery side, 50, Final decree 75, costs &
copy 50,

Total amt chgd. \$ 5.40

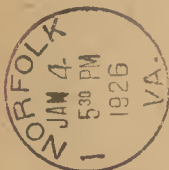
AFTER FIVE DAYS RETURN TO

WILLIAMS & JOHNSON, INC.

AND SHORT LEAF YELLOW PINE

WHITE PINE AND CYPRESS LUMBER

NORFOLK, VIRGINIA



206.34-
Int Jan 8-24-
129.40

9980
2
199.60

R. A. Edwards, Clerk,
Isle of Wight County,
Isle of Wight Court House, Va.

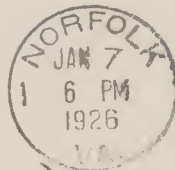
351.24
199.60
151.64
99.80

$$\begin{array}{r}
 133.2 \checkmark \\
 25.50 \\
 \hline
 107.70
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$$\begin{array}{r}
 129.40 \\
 128.15 \\
 \hline
 1.25
 \end{array}$$

206.

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA



R. A. Edwards, Esq., Clerk,
Circuit Court of Isle of Wight Co.,
Isle of Wight,
Va.,

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

January 7th, 1926.

R. A. Edwards, Esq., Clerk,
Circuit Court of Isle of Wight Co.,
Isle of Wight, Va.,

Dear Sir:-

I am in receipt of your letter of January 6th, 1926, with reference to Williams & Johnson against T. H. Jarvis.

The Commissioner who made the report is E. J. Smith, National Bank of Commerce Building, Norfolk, Virginia. The Court Stenographers are Phlegar & Tilghman, Law Building, Norfolk, Virginia.

I would be glad to have you deduct the costs payable by T. H. Jarvis from the amount due him by Williams & Johnson.

Please forward the balance to me at your earliest convenience.

Yours very truly,

W. R. Ashburn

WRA/m

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

January 9th, 1926.

R. A. Edwards, Esq., Clerk,
Circuit Court of Isle of Wight County,
Isle of Wight, Va.,

IN RE: WILLIAMS & JOHNSON v. T. H. JARVIS.

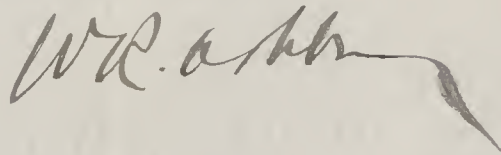
Dear Sir:-

C. H. Tumbleson, Sergeant of the City of Norfolk, Virginia, informs me that the judgment in the above entitled matter was paid after levy had been made upon the effects of that corporation here.

Under those circumstances he is entitled to collect one-half of his commissions on said judgment, amounting in this instance to \$7.14.

Will you not please advise the corporation to this effect?

Yours very truly,



WRA/m

January 11th, 1926.

Messrs Williams & Johnson,
Norfolk, Virginia.

Gentlemen-,

Releative to the matter of judgment against your selves in favor of T. M. Jarvis for which you sent me check on January 4th, last for \$351.24, beg to advise that I am advised by the City Sargeant of the Corporation of Norfolk that a levy had been made under and by virtue of an execution then in his hands before this check was tendered me, therefore in as much as you have settled after a levy was made and not too the officer that he is entitled too and claims one half of his regular commissions which amounts too \$7.14-this information however comes to me from the attorney for Jarvis and not direct from the Sargeant-however you can get in touch with the Sargeant and either settle with him or let me have check covering that sum in order that the matter may be closed up and the judgment released.

Awaiting yours, I remain Very Respty,

LAW OFFICES
EDWIN J. SMITH
NORFOLK, VA.

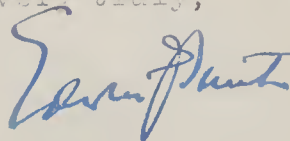
January 23, 1926

Mr. Edwards
Clerk of Court
Isle of Wight Courthouse, Virginia

Dear Sir:

I understand that the costs in the case of Williams & Johnson against T. H. Jarvis have been paid. You will see from the papers that I have a fee of \$100.00 as special commissioner, due therein. I would appreciate it very much therefore, if you could let me have check to cover this amount.

Yours very truly,



EJS:L

4980
2

99.60

vvvvvvvv R. A. Edwards.

Jan. 26th, 1926.

Mr. Edwin J. Smith, Atty.,

Norfolk, Va.

Dear Sir-,

In re Williams & Johnson Vs. T. R. Jarvis.

Yours received relative to your fee as Commissioner in the above suit, and while I have not yet gotten full settlement of this cost from Williams and Johnson I herewith enclose you my check for One Hundred Dollars in settlement of your part.

Will thank you to let me have receipt.

Very Respytly Yours,

vvvvvvv R. A. Edwards.

Jan. 26th, 1936.

Mr. W. R. Ashburn,
Atty At Law,
Norfolk, Va.

Dear Sir-,

In re Williams & Johnson., et W. H. Jarvis-matter;

Immediately upon receiving your letter concerning the City Sargants commission on the judgment in the above matter, I wrote Messrs Williams and Johnson about same, I told them I could not have the judgment satisfied until the full fees were paid, however they have treated my letter with silent contempt therefore you have not heard further from me. I will thank you therefore to get in touch with the sergeant and tell him to go on and collect his balance in Commission and then return the execution satisfied as they do not seem to want to pay it. I wanted the whole matter settled before I distributed costs, however since I have had a letter from the Commissioner who made the report will send him a check for his fee today.

Very Respytly Yours,

D. S. PHLEGAR
F. C. TILGHMAN
H. H. CHALKLEY

COMMISSIONER IN CHANCERY
NOTARIES PUBLIC

PHLEGAR & TILGHMAN
SHORTHAND REPORTERS
532-536 LAW BUILDING
POST OFFICE BOX 785

NORFOLK, VIRGINIA

March 6, 1926.

Mr. R. A. Edwards,
Clerk, Isle of Wight County,
Isle of Wight, Va.

Dear Sir:

We acknowledge with thanks yours of March 4th
enclosing check for \$99.60 covering our charge in the
matter of Williams and Johnson v. T. H. Jarvis.

Yours very truly,

F. C. Tilghman

FCT:W

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA



F. A. Edwards, Esq., Clerk,
Circuit Court of Isle of Wight County,
Isle of Wight,
Virginia,

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

March 9th, 1926.

R. A. Edwards, Esq., Clerk,
Circuit Court of Isle of Wight Co.,
Isle of Wight Court House,
Virginia.

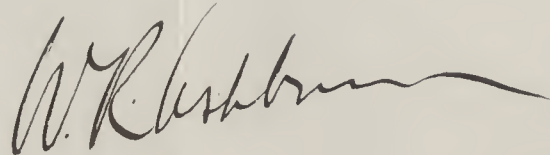
WILLIAMS & JOHNSON, INC., VS. T. H. JARVIS.

Dear Sir:

I am duly in receipt of your letter of March 3rd, check in the above entitled matter, and statements explanatory thereof, for which please accept my thanks.

In order that I may satisfy my client, will you not please give me itemized statement of the costs due by T. H. Jarvis, as the item of \$107.70 is not in accord with your statement of September 1st, 1925. When that statement is corrected by deduction of the item therein contained of \$50 for one half of the Commissioners fee, it shows the sum of \$83.20 to be the amount of costs chargeable against Jarvis.

Yours very truly,



WRA:S

March 13th, 1926.

Mr. S. R. Ashburn, Atty.,

Norfolk, Va.

My dear Sir-,

In re Williams & Johnson vs. T. M. Jarvis.

I have yours of the 9th and have noted contents, in reply will say if you will take from the statement of \$133.20 rendered you as of September 1st, the sum of \$25.50 which was inadvertently added for cost of the Jury and later deducted after it had been called to my attention either by your self or Mr Bragg you will then have a balance due by Jarvis of \$107.70 which tallies with statement of March 3rd. This case has undoubtedly been my jonnch from start to finish, I was in hopes that it was closed when I made settlement with you, however since receiving your last letter I have again examined the Courts final order in the same and find that I should have charged Williams & Johnson with the whole of the Commissioners fee where I only charged them with one half of it and Jarvis with the other, I thought I read the order carefully however I can now see my mistake, still on the other hand recalling as I do that I rendered the Attorneys statements in the case itemized in September and heard nothing from them as to any improper charge save the Jury cost until after the matter has been settled, you can readily see that I had reason to believe that I had taxed costs as per the Courts order or that I would have been notified by the Attorney on the side that I had over charged. Judging from your letter \$24.50 would settle the matter according to the September statement, but as the Jury cost was charged therein and as it was an improper charge, although I think now that the Court told me to add it in, naturally that cannot be done, otherwise would just send you my check

2.2.2.

for the 24.50 and lose it and try to forget it..

Please advise me what the prospects are for my getting Williams and Johnson to make good the fifty dollars that I failed to charge them with, that is in your opinion, I just thought that you knowing them better than I do that you might advise me as to whether it would be worth while to make the attempt.

Awaiting yours further, I remain Very Respty,

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

November 10th, 1926,

R. A. Edwards, Esq., Clerk,
Circuit Court of Isle of Wight County,
Isle of Wight, Va.,

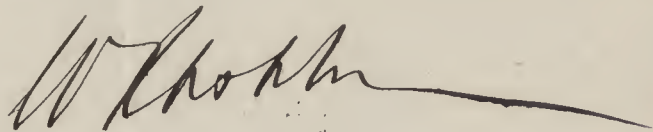
Dear Sir:-

So far as I have been able to ascertain you have never succeeded in collecting the balance of \$50.00 from Williams & Johnson in the matter of Williams & Johnson against T. H. Jarvis.

If you will refer to my letter of March 17th, 1926, it will refresh your memory upon the subject.

If you will issue alias execution for this sum and forward the same to me, I will make the collection and terminate the cause.

Yours very truly,



WRA/c

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

January 29th, 1927,

R. A. Edwards, Esq., Clerk,
Circuit Court of Isle of Wight County,
Isle of Wight, Va.,

IN RE: WILLIAMS & JOHNSON v. T. H. JARVIS,

T. H. Jarvis.

Dear Sir:-

My client, Mr. T. H. Jarvis, the bearer of this letter, is very desirous of closing out the above entitled matter which has been hanging fire for a long time, as you know.

On March 3rd, 1926, I received from you the following statement, together with a check for \$129.14:

By amount collected for T. H. Jarvis on Judgment v. Williams and Johnson, Principal \$206.34, Interest \$14.00.	\$220.34
By collected Sheriff's levy fee,	1.50
By taxed attorney's fee in chancery suit,	<u>15.00</u>
	\$236.84
Less cost due by Jarvis,	<u>107.70</u>
	\$129.14

In the item of costs charged to T. H. Jarvis, being \$107.70, there is included \$50.00 for one-half of Commissioner's fee, which was charged by you to T. H. Jarvis. You will re-

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

R. A. Edwards, Esq., Clerk,

January 29th, 1927,

Sheet #2,

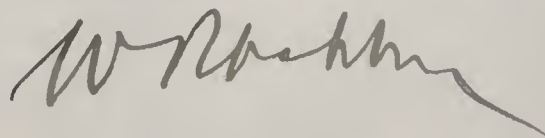
call from our previous correspondence that this was an improper charge and not warranted by the order of court. The amount which you should have remitted, therefore, was \$179.14.

I have written you a number of times asking that you proceed to collect this balance from Williams & Johnson, Inc., but have never received any communication from you stating that you had made said collection. Unless you have mistakenly released the judgment against that party the collection should be a rather simple matter. You might look at the attachment bond filed by them and see if the same was not conditioned to secure the proper payment of costs. If it was, collection could be made by notification to the surety on the bond.

If the judgment has not been released I will endeavor to make collection if you will give the bearer, Mr. T. H. Jarvis, alias execution for the amount of \$50.00.

It is very desirable to close the case at this time.

Yours very truly,



WRA/c

October 21st, 1925.

S. Burnell Bragg, Esq.,
Attorney at Law,
317 Law Building,
Norfolk, Va.

IN RE: WILLIAMS & JOHNSON v. T. H. JARVIS.

Dear Sir:-

I beg to hand you herewith copy of statement of costs in the above entitled matter as set out in the decree of July 28th, 1925, to which you may refer for verification of same.

I have added the amount of principal and interest thereon as set out in said decree.

Yours very truly,

WRA:m

Cash Journal

STATEMENT OF COSTS.

To Williams & Johnson,
c/o S. Burnell Bragg, Attorney,

Writ tax,	\$1.50
Taxes Attorney's fee,	\$15.00
Clerk's cost,	\$9.85
Sheriff's fee, (Unpaid)	\$2.00
One-half cost of Depositions (Taking)	\$49.80
Commissioner's report,	<u>\$100.00</u>
	\$178.15
Subject to credit of \$10.00 for deposit made by plaintiff,	<u>\$10.00</u>
Balance:	\$168.15

To T. H. Jarvis,
c/o W. R. Ashburn, Attorney,

To cost of Jury,	\$25.50
Clerk's cost,	\$5.40
One-half of Depositions (Taking)	\$49.80
Taxes Attorney's fee,	<u>\$2.50</u>
	\$83.20

The principal amount due plaintiff is \$206.34

Plus interest of \$12.38

Total: \$218.72

8226
134.52

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

March 17th, 1926.

R. A. Edwards, Esq., Clerk,
Circuit Court of Isle of Wight Co.,
Isle of Wight, Va.

RE: WILLIAMS & JOHNSON VS. T. A. JARVIS

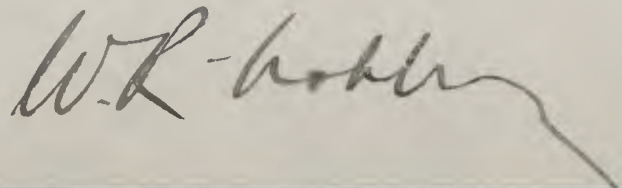
My dear Mr. Edwards:

I am duly in receipt of your letter of March 13th, 1926, and in reply thereto I beg to say that there should be no difficulty about forcing Williams and Johnson to pay the additional Fifty Dollars which you failed to charge them with. They are financially responsible and fully knew that they were chargeable with this item.

When I received your statements of September 1st, 1925, I immediately mailed them statement of costs, copy of which is herewith enclosed. You will note that the statement forwarded them by myself is the correct statement and charges the total Commissioner's fee to them pursuant to the provisions of the court's decree. They therefore had full notice of the items with which they are chargeable, and should have forwarded you check for \$386.87 in settlement of the judgment against them.

I am certain that if you will take this matter up promptly, you will receive the additional remittance.

Yours very truly,



WRA:S

CLERK'S OFFICE
CIRCUIT COURT OF ISLE OF WIGHT COUNTY
ISLE OF WIGHT, VIRGINIA

R. A. EDWARDS, CLERK
AND COMMISSIONER IN CHANCERY

April 6th, 1927.

Mr. S. Burnell Bragg, Atty.,
Norfolk, Virginia.

My dear Sir-,

In Re Williams & Johnson Vs. T. H. Jarvis.
Chancery cause-Isle Of Wight Cir-Court.

No doubt you will be somewhat surprised to get a communication from me relative to the above matter after so long a time, however there is an unsettled matter connected with same and which I trust that I may have your help in getting same closed out. The facts are that when the final decree was entered in this cause back in July 1925, it was intended that among other costs that your clients, Williams & Johnson should pay the whole cost of the Commissioner in Chancery which was One Hundred Dollars, however in making up statement of these costs I inadvertently charged T. H. Jarvis with one half of the Commissioners fee thereby failed to charge Williams and Johnson with their proper costs the extent of \$50.00, I have had much correspondence with Mr Ashburn about this matter and he has insisted that I proceed to collect the balance due by Williams & Johnson by issuing an additional execution, however I am led to believe that this cannot be done in as much as your clients have made settlement by the original judgment that was entered, except that notice be served upon Williams & Johnson and an additional judgment entered up for the amount that the original judgment was short, therefore being familiar with the final decree that was entered in this cause as you are, I am writing to advise you of the error and to say further that Mr W. R. Ashburn will within a few days call upon you to talk this matter over, and if it is possible for you to so do I ask that you advise your clients

CLERK'S OFFICE
CIRCUIT COURT OF ISLE OF WIGHT COUNTY
ISLE OF WIGHT, VIRGINIA

R. A. EDWARDS, CLERK
AND COMMISSIONER IN CHANCERY

to pay over this additional Fifty Dollars which they should have paid originally had I rendered the proper statement and thereby save any further litigation. To be perfectly frank I must say that I do not feel that Mr Jarvis should lose a penny of this money, on the other hand I do not see how Williams & Johnson could feel right for me to have to pay the amount out of my pocket, however I by no means am trying to hide the fact that I did not fully understand the decree or else a different division of costs would have been entered in the beginning.

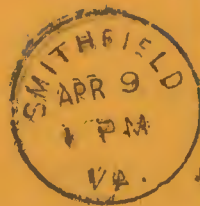
Trusting that the matter may be adjusted without any further trouble and that you will let me hear from you after you have seen Mr Ashburn, I remain Very Truly Yours,

RETURN IN FIVE DAYS TO

V. W. JOYNER & CO., INC.

PACKERS AND CURERS OF SMITHFIELD HAMS

SMITHFIELD, VA.



R. A. Edward,

City.

N + J vs Jones
Dec 6459.

John Baker
+
Sarah Berto
for
T. W. G.

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

April 8th, 1927,

R. A. Edwards, Esq., Clerk,
Circuit Court of Isle of Wight County,
Isle of Wight, Va.,

IN RE: WILLIAMS & JOHNSON v. T. H. JARVIS,

Dear Sir:-

I personally submitted your letter of April 6th, to Mr. S. Burnell Bragg, Attorney for the plaintiffs in the above entitled cause and was informed by him that he had no connection with the parties at this time, had never received any payment from them for ^{account} ~~payment~~ of his services in the matter and was about ready to enter suit to recover same.

I thereupon took the letter in person to the office of Mr. P. F. Williams and was told by Mr. Williams that he would not pay the account unless he received a statement from you showing where the discrepancy arose. My personal thought is that he understands perfectly the nature of the money due by him and intends to evade payment of the same if possible.

I do not believe that you will be able to collect the \$50.00 in question at this time unless the bond filed in the cause can be motioned for that amount. The company itself has absolutely no assets and Williams would probably not be personally responsible.

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

R. A. Edwards, Esq.,

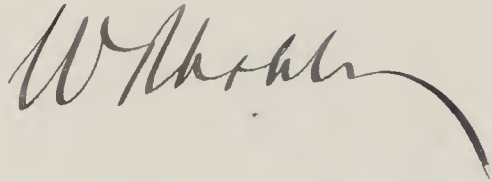
Sheet #2,

April 8th, 1927.

I will be glad to co-operate with you in any proceedings that you may suggest and if a proper bond is filed in the papers I will motion same if desired by you.

Please advise me.

Yours very truly,

A handwritten signature in dark ink, appearing to read "W. R. Ashburn", with a long, sweeping flourish extending to the right.

WRA/c

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

April 20th, 1927,

R. A. Edwards, Esq., Clerk,
Circuit Court of Isle of Wight County,
Isle of Wight, Va.,

IN RE: WILLIAMS AND JOHNSON v. JARVIS.

My dear Mr. Edwards:-

Since the above entitled matter has lain dormant for such a long time and you do not seem to be able to consummate the same, I am impelled to request that you forward me check for \$50.00 in payment of the erroneous amount of costs assessed against Mr. Jarvis by you. If the matter related to myself only I would charge it to profit and loss and forget it but Mr. Jarvis is demanding that he receive said amount and since he had already settled with me for professional services, I did not feel called on to reimburse him out of my personal funds.

I note in your statement with which the original amount was remitted that you listed the costs due by Jarvis as \$170.70, whereas the amount actually due was \$50.00 less than that sum. I am very sorry that you failed to collect a sufficient amount from Williams & Johnson but do not see any solution of the case at this time except by your paying the sum in dispute.

Yours very truly,



STATEMENT---DETACH BEFORE DEPOSITING

No. **10329**

Judgement - a/c T.H. Jarvis
interest
costs
Sheriffs fee

206.34

14.00

129.40

1.50

351.24

WILLIAMS & JOHNSON, INC.

April 21st 1927.

Mr. W. R. Ashburn, Atty.,

Norfolk, Virginia.

Re Williams & Johnson,

Vs.

T. H. Jarvis.

My dear Sir--,

Your letters of the 8th and 20th inst., are before me, the only reason that I had not replied to your letter of the 8th was because I had written a certain Agency in Norfolk to try and find out something definite concerning the responsibility of Williams & Johnson both as individuals and as a firm, however as yet I have had no reply to my letter. Concerning your letter of the 20th in which you request that I forward you my check for the \$50.00 now due Jarvis, will say that had I felt that it was my duty to do this I would have paid the same over to Mr Jarvis when he was over here the other day, on the other hand while I may owe the said sum and may yet have it to pay, I shall not do so until I have exhausted every means of collecting the same from the parties who owe it and not then unless it is clearly shown to me that I am the only one responsible. I have consulted others about this matter whose judgment I place far ahead of mine and am advised that I should not pay it, however I want to do the right thing whatever that is and shall try to find that out. I find upon an examination of the papers that Mr Williams was the endorser of the bond of Williams & Johnson and if Mr Williams is today a worth any property I cannot see any reason why the money cannot be made out of him, through the bond, Section 6459 seems to be applicable in this case, and even though judgment has been docketed on the decree, an execution has been issued and payment of the amount called for under execution has been paid, I see no reason why another execution upon the Decree cannot issue for the amount that the first judgment was short and if you think that

W.R. A.

it can be handled that way and that Mr Williams as an individual is worth the money I will be glad to issue another execution and send down to the Sargeant there for collection, however before that is done I should also like to write Mr Williams a letter setting forth the fact as to where the error occurred as suggested by him to you when you were in his office, however I havent Mr Williams address and do not know how to address him.

Awaiting yours further, I remain, Very Truly,



WAVERLY A. SHULTICE, Manager

NORFOLK, VA.,

May 4, 1927.

Mr. R. A. Edwards,
Isle of Wight, Va.,

Dear Sir:-

We have your letter of April 11th. and regret that it has not been answered at an earlier date, however it was misplaced and just came to light this morning. Williams & Johnson have not been engaged in business for a year. P. F. Williams, former President of the company, is engaged in the contracting business on his individual account while J. L. Williams, a former member of the company is engaged in the wholesale lumber business under style of J. L. Williams & Co. Both of these parties maintain their offices in the Haddington Building, Norfolk.

Trusting that this information is not too late to answer your purpose, we remain,

Yours very truly,

R. G. DUN & COMPANY.

JED/g

W. R. ASHBURN
ATTORNEY AND COUNSELOR AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

May 6th, 1927.

H. A. Edwards, Esq., Clerk,
Circuit Court of Isle of Wight County,
Isle of Wight, Va.,

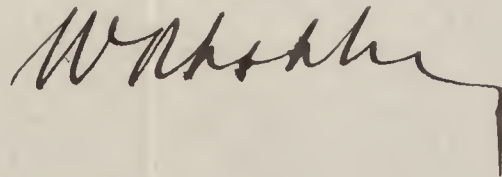
IN RE: WILLIAM E. JOHNSON & MARTIN.

Dear Sir:-

I have delayed answering your letter of April 21st, because I have been fully occupied with other matters since receiving the same.

I beg to advise you that Mr. Williams' address is Haddington Building, Norfolk, Virginia. I believe that a claim of the size of this one can be collected from him as an individual and if you will issue execution and forward same in accordance with your letter, I will be pleased to see that same is promptly served.

Yours very truly,



WRA/c

May 7th 1927.

Mr. J. L. Williams,
Haddington, Blag.,
Norfolk, Virginia.
My dear Sir-,

In Re Williams & Johnson,
Vs.

T. H. Jarvis. (Suit In Isle Of Wight Cir Ct)

You doubtless very well recall the above mentioned suit which was pending in this Court for such a long time, and while it was supposed to have been settled long ago I now have to call your attention to an error in the taxing of the cost and which I trust that I may be able to explain satisfactorily to you.

The final decree which was entered in this cause on the 28th of July 1925, among other things required the following:

"The Court doth order and decree that the plaintiffs (W. & J.) pay to the defendant (T.H.J.) the sum of \$206.34, with interest from the 8th day of November 1924, and that it pay the costs of this cause, up to and including the report of the Commissioner in Chancery, and one half of the stenographic report of the testimony taken before the Commissioner, and that the defendant (W. & J.) pay all the costs of this cause up to and including the final decree herein, and one half of the said stenographic report of said testimony".

From the above you will note how the Court directed the costs to be divided, and I might add that I believe I carried out the Courts instructions with the exception of the costs incident to the Commissioners Report and the stenographic report, in that case instead of taxing all the Commissioners report against your firm and one half of the stenographic report also, I must admit that I misunderstood the decree and divided the two items equally between your firm and Jarvis, thereby taxing your firm \$50.00 too little and taxed instead T. H. Jarvis \$50.00 too much, and this is where the controversy arose. This matter was called to my attention soon after I had received your firms' check, however thinking that the attorneys in the case would get your firm and Jarvis together on the matter and settle same satisfactorily, I just let the same pass on, however it now appears that no adjustment of the same has ever been made and Mr Jarvis is calling upon me for the difference of \$50.00 which he has a right to expect, however at the same time I do not see any reason in the world as to why I should pay the same out of my pocket, therefore have undertaken to give you the facts in the case to know if you cannot arrange to let me have the amount still due so that I might settle with Jarvis. I understand that Williams & Johnson are no longer in business and that there are no assets out of which this sum may be paid, at the same time I will call your attention to the fact that on May 31st 1924 at the time that your suit was instituted a bond was given by Williams & Johnson guaranteeing the pay out of all costs and damages, this bond was signed by J. L. Williams as surety, therefore in event T. H. Jarvis takes action against me which I am expecting, then ofcourse you could not blame me to take like action against you on your bond which I still have in file, but there seems to me to be some way by which this whole matter can be straightened out without any action in court on the part of any one and I shall very much appreciate a line or two from you setting forth your intentions in the same.

I remain Very Truly Yours,

2
Williams + Johnson
25. G. Ingot Bond.
J. H. Jarrell

Filed May 31 - 1924.

Inst. N. A. Edmunds.
eeh

No.

Know all Men by These Presents: That we Williams & Johnson Inc.,

principal ,

and

Williams & Johnson Inc., by J. L. Williams, ^{Trs.,} Sec, surety ,

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Fifteen 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 Williams & Johnson Inc., principal ,

and the said J. L. Williams., surety ,

have hereunto set their hands and affixed their seals this, the 31st day of

May

A. D. 19 24

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Williams & Johnson, Inc., shall pay all such cost as may be awarded against the said complainants herein after mentioned and all such damages as shall be incurred in case the said Injunction shall be dissolved which has been granted too Williams & Johnson Inc., upon their bill in Chancery this day filed against T. H. Jarvis, in the Circuit Court of the County of Isle Of Wight., enjoining and restraining T. H. Jarvis from withdrawing or removing any of his team, log wagons or other equipment from the premises near Windsor, Virginia, mentioned in the Bill Of Complaint.,

~~shall faithfully discharge the duties of his office or trust as such~~

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

A. D. 19 .

.....

.....

.....

....., Witnesses.

Williams & Johnson Inc. [SEAL]
by J. L. Williams, Secy - Treas. [SEAL]
J. L. Williams [SEAL]
[SEAL]

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 31st

day of May 19 24, this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

..... B. A. Edmon Clerk.