F33-036 Chancery Causes. D. W Jordan vs Hampton Roads Waterfront Corporation et al
Isle of Wight County

other surnames Cuthbert, [Union Trust & Mortgage Company], Syme Palmer, [Farmers Bank of Nansemond]

(8½)

J. W. Jordan

vs:

Hampton Roads
Water Front Corp.

Bond

Filed
Nov. 26-1929.

No.

Know all Men by These Presents: That we A. S. Johnson

principal ,

and

J. W. Jordan surety ,

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of One Thousand Dollars to the payment whereof well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

In Testimony Whereof, The said A. S. Johnson principal ,

and the said J. W. Jordan surety,

have hereunto set their hands and affixed their seals this, the 26th day of

November A. D. 1929.

The Condition of the Above Obligation is Such, That if the above bound A. S. Johnson shall properly account for such rents and profits as are mentioned in the decree entered by the Circuit Court of the County of Isle of Wight, Virginia, on the 23rd., day of November, 1929, in the chancery suit therein depending in which J. W. Jordan is the complainant and James E. Cuthbert, Fiscal Agent, and others are the defendants, docket number 563,

~~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 .

..... A. S. Johnson .....[SEAL]

..... J. W. Jordan .....[SEAL]

.....[SEAL]

....., Witnesses. .....[SEAL]

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 26th day of November 19 29, this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

..... R. A. Edwards .....Clerk.

a copy Teste: R. A. Edwards Clk

Hampton Roads Water Front Corp.

To:

Union Trust and Mortgage Co., Trs.,

THIS DEED, made this 2nd day of January, 1928, by and between the HAMPTON ROADS WATER FRONT CORPORATION, A Corporation chartered under the laws of the State of Virginia, party of the first part, and the UNION TRUST AND MORTGAGE COMPANY, of Petersburg, Virginia, Trustee, party of the second part:

WITNESSETH: That the said party of the first part doth grant with General Warranty unto the said party of the second part, the following property, to-wit:

"All that certain tract or parcel of land in Newport Magisterial District, in Isle of Wight County, Virginia, known as "Springfield", adjoining the lands of E. M. Harris, Bessie N. Channell, Agnes Batten, J. Q. Adams, Jr. and Vellines, containing six hundred (600) acres, more or less, being the same property which was conveyed to Josiah W. Jordan by J. V. Burgess, Special Commissioner, by deed dated October 23rd, 1906, and recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, in Deed Book 77, page 13, (less a strip of land conveyed by J. W. Jordan to the James River Bridge Corporation by deed dated June 29, 1927, and recorded in said Clerk's Office in D. B. 99, page 194.")

IN TRUST, to secure the payment of Sixty Thousand Dollars ($60,000.00), evidenced by Eighty-four (84) First Mortgage 6% Gold Bonds, designated "Series C", numbered 1 to 80, both inclusive, with interest from date at the rate of 6% per annum, payable semi-annually on the 2nd days of July and January, and evidenced by interest coupons attached and signed by a fac-simile of the signature of the Treasurer of the Hampton Roads Water Front Corporation, aggregating the total sum of $60,000.00, all bearing date on the 2nd day of January, 1928, and payable at the office of the Union Trust & Mortgage Company, Petersburg, Virginia, as follows:

Bonds Nos. 1-48 inclusive for $500.00 each, payable Jan. 2, 1938.

Bonds Nos. 49-84 inclusive for $1,000.00 each, payable Jan. 2, 1938.

It is covenanted and agreed between the parties hereto that all of said bonds are of equal dignity, and no one to have priorty over any other or others; that said bonds shall not become obligatory until the Union Trust & Mortgage Company, Trustee, shall have caused the certificate endorsed thereon to be signed in its corporate name, by its secretary; and that the Company shall have the right to call in and retire any or all of said bonds at 102 and accrued interest at any time at the option of the mortgagor, after thirty days notice shall have been given by the said grantor by notice thereof published at least five times in a newspaper in the City of Richmond, Virginia, it being understood and agreed between the parties hereto that at the expiration of thirty days from the date of the first insertion of said notice, interest on said bonds shall cease to run, and in event of the failure of any holder, of said bonds to present their bonds for payment, the said mortgagor shall have the right to deposit the amount equal to the bonds not so presented, together with interest and premium as aforesaid, with the said Trustee, and upon the deposit thereof, it is understood and agreed that the Trustee shall be authorized to execute and deliver to the mortgagor, or its assigns, a release deed releasing said property from the lien of said deed of trust; and upon the presentation of said bonds the Trustee shall mark the same "paid and cancelled", and pay to each holder so presenting the bonds, the amount of principal, interest and premiums due as aforesaid.

And this conveyance is likewise made in trust to secure the faithful performance of every covenant herein. The parties hereto agree that whenever herein the word, "trustee"is used, it shall be construed to mean "trustees", if there be more than one; that whenever the word "grantors" is used herein, it shall be construed to mean

"grantor", if there be but one; and if there be more than one trustee, any one or more of said trustees may act hereunder in any and every respect as fully and effectually as if all were acting, expressly including the power of sale or release. The grantor covenants (1) to pay, when due, all sums hereby secured; (2) to pay when due, all taxes and levies upon the property hereby conveyed, including proper proportion of taxes on any property sold, for the year in which sale, if any is made; and (3) to pay, or repay on demand, all indebtedness lawfully incurred, and money lawfully expended hereunder for the preservation of said property by the trustee or beneficiary, with interest from the date of such payment; The grantor agrees (1) that in event of their failure to do so, then any beneficiary may pay such taxes or effect such insurance in an amount not exceeding the sum then due hereunder; (2) that the trustee shall have, in his discretion, authority to employ all proper agents and attorneys in the execution of, or in connection with this trust, and pay for such services; (3) that if said bonds be not paid at maturity or any indebtedness lawfully incurred or payments lawfully made hereunder be not paid, or repaid out of the proceeds of sale, if made or otherwise, on demand, the holder or holders of such bonds and the person or persons lawfully holding such other claims hereunder shall have authority to employ proper attorney or attorneys to enforce payment and grantors will pay the fees therefor; and (4) that, upon default in the payment of any bond secured or any covenant herein, or if any lien upon the property hereby conveyed, superior to the lien of this deed, be enforced, then the entire principal sum hereby secured shall, at the option of any beneficiary hereunder, become immediately due and payable, with proper interest.

IN THE EVENT OF D FAULT in the payment of any bond hereby secured, or the breach of any covenant herein, then the trustee on being required by any beneficiary, shall sell the said property at public auction, at such time and place as it shall prescribe, after advertising the time, place and terms at least five times in a newspaper published in the City

of Newport News, Virginia, and at least twice in a newspaper published in the County of Isle of Wight, and upon the following terms: (1) for cash, or (2) for one-third cash and the balance in two equal installments due one and two years, respectively, after date, with interest, and properly secured by a deed of trust on said property, or all cash at the option of the purchaser. The Trustee shall have the right, in his discretion, to postpone or continue any sale hereunder advertised, and notice of such postponement or continuance shall be published under the former advertisement in the same newspaper one or more times as the trustee shall determine. In event of a sale, the fund derived therefrom shall be applied as follows: First, to pay taxes for the then current year and all taxes then due and unpaid, all costs incident to execution of this truct , including a trustee's commission of $25.00 or 5% gross amount of sale and also including any amount necessary to pay off any prior deed of trust or mortgage, whichever shall be the greater, and all costs and expenses lawfully incurred hereunder, and if the fund be not sufficient to pay all of said bonds, then to pro-rate all of said bonds; and, third, to pay the residue, if any, to the grantors, their heirs or assigns. The grantors waive the benefit of the homestead exemption as to any obligation secured hereunder.

And it is agreed and covenanted between the parties hereto that upon any sale or sales by said Hampton Roads Water Front Corporation, their successors and assigns, or any Five Acres, or multiples of five, of the real estate hereby conveyed, the said trustees hereunder is hereby authorized and empowered and directed to execute proper releases of this deed of trust as to such portion or portions of the land so sold upon the payment therefor to the Union Trust and Mortgage Company of Petersburg, Virginia, Trustee under this deed of trust, or a deposit in the Union Trust & Mortgage Company of Petersburg, Virginia, to the credit of the said Union Trust & Mortgage of Petersburg, Virginia, Trustee under this deed of trust, of the following amounts per acre of the lands so sought to be released and upon the

presentation to the Trustee of the Certificate or receipt of said bank therefore as follows for any of the lands in the tract of approximately one hundred acres,, adjoining the house, as shown on a plat thereof, to be made by....., and to be designated thereon as the "House Tract", Three Hundred Dollars ($300.00) per acre, and for any other of said land Two Hundred Dollars ($200.00) per acre.

And it is further agreed and covenanted between the parties hereto that upon any sale or sales by the said Hampton Roads Water Front Corporation, its successors or assigns, of the timber on the property here by conveyed, the payment or deposit as provided above of the sum of Five Thousand Dollars ($5,000.00) and the presentation to said Trustee of the certificate or receipt of the said bank therefor of the sum of Five Thousand Dollars ($5,000.00), shall operate as a full and valid release of said timber from the lien of this Deed of Trust. All of which payment or deposits shall be credited on the bonds next falling due and hereinbefore described and secured, whether noted thereon or not, as follows: All cash payments or cash deposits as above mentioned shall be credited on the principals of said bonds next falling due, and interest shall be allowed thereon at the rate of four per cent (4%) per annum from the date of such payments or deposits and be applied as credits on the interest on said bonds.

IF NO DEFAULT SHALL BE MADE HEREUNDER, then upon the request of the grantor, a deed of release shall be executed to them at their own expense, provided all the bonds hereby secured are produced.

IN WITNESS WHEREOF, the said Hampton Roads Water Front Corporation has caused these presents to be executed in its corporate name by its President, ro be sealed with its corporate seal, duly attested by its Secretary, and have caused a fac-similie of the signature of its Treasurer to be affixed to each of the coupons annexed to said bonds, this 2nd day of January, 1928. All pursuant to the authority of a Resolution of the Board of Directors of the Hampton Roads Water Front Corporation, duly passed at a meeting of said Board, a copy whereof is attached

herewith, all pursuant to the authority of a Resolution of the Board of Directors of the Hampton Roads Water Front Corporation duly passed at a meeting of said Board, a copy whereof is attached to a deed from the Hampton Roads Water Front Corporation to Union Trust & Mortgage Company, dated January 2nd, 1928, and to be recorded along with this deed.

HAMPTON ROADS WATER FRONT CORPORATION

By: Simon Seward
President

Attest:

R. G. Spratley
Secretary

State of Virginia,

County of Petersburg,

I, E. A. Wyatt, a Notary Public in and for the City of Petersburg, State of Virginia, do hereby certify that Simon Seward and R. G. Spratley, whose names as President and Secretary, respectively, of the Hampton Roads Water Front Corporation are signed to the foregoing deed, dated January 2nd, 1928, have acknowledged the same before me in my City and State aforesaid. My Commission expires on the 29 day of April, 1930.

Given under my hand this 1 day of February, 1928.

E. A. Wyatt
Notary Public.

VIRGINIA: Clerk's Office of the Circuit Court of the County of Isle of Wight, May 4th, 1928, at 10 o'clock A. M. this deed was received and with the certificate annexed, admitted to record.

Teste: R. A. Edwards, Clerk.

A Copy:

Teste R. A. Edwards, Clerk.

Deed Book 100, At Page 146.

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

J. W. Jordan . . . . . Complainant

VS)

James E. Cuthbert, Hampton Roads Waterfront Corporation, Union Trust and Mortgage Company, and Bernard C. Syme, Receiver for Union Trust and Mortgage Company. . . . . Defendants

TO THE CLERK OF THE COUNTY OF ISLE OF WIGHT:

Issue process against the above named defendants requiring them to appear in your office, at the second September Rules, 1929 to answer a bill in Chancery filed by the above named complainant against them. Direct process for all of the defendants to the Sargent of the City of Petersburg, and let us have them as soon as possible.

A Lis Pendens is sent to you with this memorandum which you will please enter of record, promptly, as the law requires.

The bill in this suit, is, also, sent you herewith.

Our check for seven dollars and fifty cents is enclosed to cover the deposit fee in this case.

Respectfully,

Johnson and Stephens

Counsel for complainant.

1

Virginia: Circuit Court of Isle of Wight County.

J. W. Jordan

v) Chancery. 563

J. E. Cuthbert et als.

Memorandum.

Filed 9-2-29

Dep. made 7.50

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

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

J. W. Jordan

VS). CHANCERY NO. 563

Hampton Roads Waterfront Corporation, et als.

This cause came on this day to be again heard upon the papers formerly read and the report of A. S. Johnson, appointed receiver herein, by a decree entered on the 23rd. day of November, 1929, this, day by leave of Court, filed, and to which there is no exception, and was argued by counsel. And it appearing from said report that the land ~~herein~~ in the proceeding mentioned, was, on the 17th. day of December, 1930, sold, by the Trustee, under and pursuant to the terms of the deed of trust covering the same; that at the time of sale J. W. Jordan, the complainant in this suit, was the sole beneficiary under the said deed of trust, and was the purchaser of said land; that the personal property, mentioned in the receiver's report, filed herein on the 18th. day of December, 1929, was disposed of, under agreement with the tenants, by the said J. W. Jordan and the proceeds thereunder kept by him, he being entitled thereto; that no money has ever come into the hands of said receiver; and that there remains nothing further to be done, ~~by the Court~~, in this cause; upon consideration whereof it is adjudged, ordered, and decreed, that the said report of said Receiver be confirmed and ~~same~~ this cause be dismissed from the docket.

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

J. W. Jordan

VS). CHANCERY NO. 563

Hampton Roads Waterfront
Corporation, et als.

Final decree

1933
Aft. 24
Entered
1 DB Tw.

C O B # 9
page 92

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

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

MARCH 6th 1933.

Jordan

vs: # 563

Cuthbert et als

It appearing that by the decree entered herein on the 18 day of December, 1929, that A. S. Johnson, Special Commissioner herein was directed to report his proceedings in this cause; and it further appearing that no report has been filed as directed,

IT IS THEREFORE ORDERED that the said A. S. Johnson, Special Commissioner be summoned to appear before this Court at half past ten o'clock A. M. on Tuesday, April 25, 1933, to show cause, if any he can, why he should not be proceeded against for his failure to report his proceedings as required by said decree.

Jordan
vs #563
Cuthbert Nab

C.O. B #9
Page 78

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

J. W. Jordan

v) Chancery. _____

Hampton Roads Waterfront Corporation et als.

This cause came on this day to be again heard upon the papers formerly read, and upon the report of A. S. Johnson, Receiver herein, this day, by leave of court, filed, and to which there is no exception, and was argued by counsel: Upon consideration whereof, it appearing from said report that all the tenants upon the land in the bill and proceedings mentioned, save and except one, has delivered their peanut crops to the said receiver, and that the other promises to do so; that the said peanuts are stored in a warehouse, at Carrollton, in this county, belonging to the complainant in this cause; that there is no satisfactory market for said peanuts at this time; that the owners thereof wish to hold the peanuts till after the Christmas Holidays in the hope that a better price will be offered therefor; that it appears to be the general practice in the community to hold the peanuts for a better market, it is adjudged, ordered and decreed that the said A. S. Johnson, Receiver as aforesaid, be, and he is, hereby, authorized and empowered to hold the said peanuts, now in his hands, belonging to said tenants, and of those which may be delivered to him, till after the Christmas Holidays, and for a reasonable time thereafter, at the request of said tenants, for a better market, or until the further order of this court.

10

Virginia: Circuit Court
of Isle of Wight County.

J. W. Jordan

v) Chancery. _____

Hampton Roads Waterfront
Corporation et als.

Note for decree.

Enter this 1st 18 1929.

8-539

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

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

J. W. Jordan . . . . . Complainant.

Vs) Chancery _____ Decree

Hampton Roads Waterfront Corporation,
Union Trust and Mortgage Company, trustee,
Bernard C. Syme, receiver, and James E.
Cuthbert, fiscal agent. . . . . Defendants

This day came the complainant, by counsel, and, by leave of court, filed his admended and supplemental bill, praying for the appointment of a ~~special~~ receiver to receive the rents and profits accruing to the land described and mentioned in the original and admended bills, for the year 1929, and to hold the same subject to the direction of this court. And, the court being satisfied from the pleadings in this cause that this is a proper case for the appointment of a receiver, to receive the rents and profits, accruing from the land in the bills, filed herein ~~mentioned~~, it is, hereby, adjudged, ordered and decreed that A. S. Johnson be, and he is, hereby appointed a ~~special~~ receiver, to receive the rents and profits accruing from the land mentioned, for the year 1929, to be accounted for and applied as shall be hereafter determined. Before such receiver shall act under this decree he shall give a bond in the penalty of One Thousand Dollars with sufficient security to be approved by the Clerk of this court, for the performance of his duties as such receiver.

And, it is further adjudged, ordered and decreed, that the defendants Hampton Roads Waterfront Corporation, and James E. Cuthbert, or either of them or their agents, be, and they are, hereby, enjoined and restrained from collecting, or attempting to collect the rents and profits aforesaid.

8

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

J. W. Jordan

vs) Chancery _____

Hampton Roads Waterfront Corporation, James E. Cuthbert, fiscal agent, et als,

Decree

1920

Enter this _____

8-533

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

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

J. W. Jordan, ... Complainant

VS:

James E. Cuthbert, Hampton Roads Waterfront Corporation, Union Trust and Mortgage Company, and Bernard C. Syme, Receiver for Union Trust and Mortgage Company.

Notice is hereby given that there has been instituted, in the Circuit Court of the County of Isle of Wight, in the State of Virginia, a suit, on the Chancery side of State Court, in which J. W. Jordan is the complainant, and James E. Cuthbert, Hampton Roads Waterfront Corporation, Union Trust and Mortgage Company, and Bernard C. Syme, Receiver for Union Trust and Mortgage Company, and Bernard C. Syme, Receiver for Union Trust and Mortgage Company; are the defendants and that said suit affects the title of that certain tract, piece or parcel of land, situate, lying and being in the Magisterial District of Newport, of the County of Isle of Wight, in the State of Virginia, and contains six hundred acres, more or less, and is bounded by the lands or E. M. Harris, Ivy C. Turner, Bessie E. Channell, J. Q. Adams, and others, and is the same conveyed to the Hamtpon Roads Waterfront Corporation, by J. W. Jordan, by his deed bearing date July 2nd, 1927, and which is entered of record in the Clerk's Office of said County.

J. W. Jordan

By Counsel

Johnson Stephens, D.C.

(Over)

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT, SEPTEMBER 2", 1929.

I, R. A. Edwards, Clerk of the Circuit Court of the County of Isle of Wight, Virginia, pursuant to Section 6469 of the Code of Virginia, do hereby authenticate the foregoing memorandum of Lis Pendens, and I do hereby certify that on the 2" day of September, 1929, a suit was instituted and is now pending by J. W. Jordan against J. E. Cuthbert et als in my said Court, whose title, general object, amount of claim asserted, description of property as well as the names of the persons whose property is intended to be affected or as set forth in the memorandum.

Teste R. A. Edwards Clerk..

VIRGINIA: Clerk's Office of the Circuit Court of the County of Isle of Wight, September 2, 1929, at 9 o'clock A. M. this Lis Pendens was received and with the certificate annexed, admitted to record.

Teste R. A. Edwards Clerk.

Virginia: Circuit Court
of Isle of Wight County.

J. W. Jordan

v) Chancery. _____

James H. Cuthbert et als.

Lis pendens.

BK-101
Pg-308

Put back in Suit.

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

NOTICE

SALE OF

VALUABLE FARM

KNOWN AS "SPRINGFIELD"

Pursuant to the authority contained in a certain deed of trust made and executed by the Hampton Roads Waterfront Corporation, a corporation chartered under the laws of the State of Virginia, dated the 2nd. day of January, 1928, and recorded on the 4th day of May, 1928, in the Clerk's Office of the Circuit Court of the County of Isle of Wight, State of Virginia, in Deed Book 100, at page 146, default having been made in the payment of the debt thereby secured, and having been requested so to do by the holders of the bonds secured by said deed of trust, the undersigned trustee, will offer for sale at public auction, to the highest bidder, in front of the United States Postoffice in the Town of Smithfield, County of Isle of Wight, State of Virginia, on

Wednesday, December 17, 1930

At 11 o'Clock A. M.

the following described real estate, to-wit:

"All of that certain tract or parcel of land in Newport Magisterial District, in Isle of Wight, County, Virginia, known as "Springfield", adjoining the lands of E. M. Harris, Bessie E. Channel, Agnes Batten, J. Q. Adams, Jr., and Vellines, containing six hundred (600) acres, more or less, being the same property which was conveyed to Josiah W. Jordan by J. V. Burgess, Special Commissioner, by deed dated October 23rd., 1908, and recorded in the Clerk's Office of the Circuit Court of the County of Isle of Wight, in Deed Book 77, at page 13, save and except a strip of land conveyed by the said Josiah W. Jordan to the James River Bridge Corporation by deed dated June 29th., 1927, and recorded in the said Clerk's Office, in Deed Book 99, at page 194.

Terms of Sale: CASH.

Union Trust & Mortgage, Trustee

By: **BERNARD C. SYME, Receiver**

For further particulars, apply to Johnson & Stephens, Smithfield, Va.

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

J. W. Jordan

VS). CHANCERY NO. 563

Hampton Roads Waterfront Corporation, et als.

To Hon. B. D. White,

Judge of the Circuit Court of the County of Isle of Wight, State of Virginia:

The undersigned, appointed receiver of this cause, by decree entered on the 23rd. day of November, 1929, and who made a report, filed the 18th. day of December, 1929, which report states that certain peanuts were delivered to him and stored in the warehouses belonging to J. W. Jordan, the complainant in this suit, to be held in the hope of being offered a better price therefor than prevailed at the time of the filing of the report, which said report was confirmed by a decree on the 18th. day of December, 1929, respectfully reports that the said peanuts were disposed of by Mr. Jordan, the complainant in this suit, by agreement with the tenants, and the farm balance received therefrom used by Mr. Jordan in part payment of the debt owing to him, covered by the deed of trust in these proceedings mentioned. That no payment being made by the makers of the said deed of trust, the land mentioned in the bill and proceedings of this suit was, on the 17th. day of December, 1930, sold by the Trustee, according to the notice hereto attached, at which sale Mr. J. W. Jordan became the purchaser. Mr. Jordan and the Farmers Bank of Nansemond, of Suffolk, Virginia, were, prior to the sale, holders of all of the bonds secured by the said deed of trust. Mr. Jordan purchased the bonds of said Farmers Bank of Nansemond and became the sole beneficiary under the said deed of trust. He paid the sum and price of Seventy two hundred fifty ($7,250.00) dollars, all of which will appear of record, which sum was applied in the payment of the cost of execution of the trust, the taxes due, and the balance being paid over to Mr. Jordan as the sole beneficiary, under the said deed of trust,

which, it is presumed, he applied as part payment of the bonds due to him thereunder. No money has come into the hands of the receiver, on any account, in this suit, and all matters and things having been settled thereunder, the suit may, with the approbation of the Court be dismissed.

E. S. Thomas

Receiver

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

J. W. Jordan

VS). CHANCERY NO 563

Hampton Roads Waterfront

Corporation, et als.

Final Report of Receiver

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

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

J. W. Jordan

v) Chancery. _____

Hampton Roads Waterfront Corporation.

To Honorable B. D. White,

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

The undersigned, receiver in the above entitled cause, respectfully reports to the court that he has, up to this time, collected no rents, from any tenant upon the land, for the year 1929, up to this time. All of the tenants, save Mary Palmer, have delivered their peanuts to him, and they are now stored in a warehouse belonging to J. W. Jordan, at Carrollton, Virginia, and are insured. Mary Palmer promises to deliver her peanuts within the next day or two to be stored, as are the others. All of the tenants wish to hold their peanuts till after the Christmas Holidays are over, in the hope that a better price may be had for them. At the present time the market is too low to make sale. It is, in fact, lower than for years, and the most of the peanut owners, in this neighborhood, are holding to their peanuts for a better price than is now being offered. Inasmuch as the peanuts are well housed, and insured, no objection can be seen to acceding to the request of the tenants, and is recommended that such be done.

Respectfully submitted,

T. Johnson

Receiver.

7

Virginia: Circuit Court
of Isle of Wight County.

J. M. Jordan

v) Chancery. _____

Hampton Roads Waterfront
Corporation.

Report of Receiver.

Filed Dec 18, 1929.

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

I, J. W. Jordan, complainant in a certain suit, in Chancery, pending in the Circuit Court of the County of Isle of Wight, in the State of Virginia, against Hampton Roads Water-front Corporation, JamesE. Cuthbert, fiscal agent, and others, in support of the amended and supplemented bill filed in said cause do hereby certify that in the year 1928 I was given the authority to collect the rents and profits accruing to the land mentioned in said suit, which I did and which sum or sums has been applied as a credit upon the indebtedness held by me, secured by a deed of trust, upon the said land. That when the crop of pears, upon the said land during the present year was about ready for market I was told by one Schubert, who was represented to me as being an agent of the owner of said property that the crop of pears would be gathered, sold and the proceeds from the sale after deducting reasonable charges for gathering and packing, would be paid to me to be applied as credit upon the said indebtedness such has not been done, and I have every reason to believe that the money from the sale of the said pears has been used for other purposes than for the improvement or benefit to the said land. I am further informed that the said Schubert, or someone acting for the present owner of the said land, has removed therefrom material of value, which was a part in Parcel of the said real estate.

I have also been informed that it would be provided that I should collect the rents and profits accruing to said land during the present year, but, recently, upon inquiry of some of the tneants I have learned that the defendant, James E. Cuthbert, has been endeavoring to collect the rents ahead of the time when the same will be due and payable according to my understanding, and which rents and profits, if collected by the said Cuthbert, or any-one acting for him, I believe will be disposed of as the proceeds from the sale of the pears, aforesaid, and will not be applied to the indebtedness secured by the lien upon the said premises, or to the improvement thereof.

Given under my hand this the 22nd., day of November, 1929.

J W Jordan

State of Virginia

County of Isle of Wight, to-wit:

I, A. S. Johnson, a Commissioner in Chancery, for the Circuit Court of the County of Isle of Wight, in the State of Virginia, do, hereby, certify that J. W. Jordan, whose name is signed to the foregoing statement, bearing date the 22nd. day of November, 1929, has personally appeared before me, in my said County, and made oath that the matters and things therein set forth, are true to the best of his knowlege and belief.

Given under my hand this the 22nd., day of November, 1929.

A S Johnson

Commissioner in Chancery

7

J. N. Jordan
vs
Hampton Roads Water Power
Corporation et als

Affidavit filed
Nov 2nd and as a part
of the amended and
supplemental Bill.

COMMONWEALTH OF VIRGINIA,

TO THE SERGEANT OF THE CITY OF PETERSBURG:

We command you, in the name of the Commonwealth of Virginia, that you summon Hampton Roads Waterfront Corporation, to appear in the Clerk's Office of the Circuit Court of the County of Isle of Wight, State of Virginia, at the courthouse of said county, at the rules to be holden for said court on the third monday in September, 1929, to answer a bill in chancery, filed against it,,and others, by J. W. Jordan. And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said court, at the Courthouse of said County, this, the 11th. day of September, 1929, and in the 153rd. year of the Commonwealth.

R. A. Edwards D., Clerk.

Johnson and Stephens, p.q.

Executed in the City of Petersburg, Va. this 14th. day of September, 1929, by serving copies of the within Summons on the Hampton Roads Waterfront Corporation, by delivering copy of the within summons to Simon Seward, Pres. of the said Hampton Roads Waterfront Corp. in person. On James E. Cuthbert, by serving copy of the within summons in person.

W. Grey Andrews
City Sergeant.

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

COMMONWEALTH OF VIRGINIA,

TO THE SERGEANT OF THE CITY OF PETERSBURG? Greeting.

We command you that you, in the name of the Commonwealth of Virginia do summon James E. Cuthbert, Hampton Roads Waterfront Corporation, Union Trust and Mortgage Company, and Bernard C. Syme, Receiver for Union Trust and Mortgage Company, to appear in the Clerk's Office of our Circuit Court of the County of Isle of Wight, in the State of Virginia, at the rules to be holden therefor on the third Monday in September, 1929, to answer a bill in chancery, filed against them, by J. W. Jordan. And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Courthouse thereof, on this 31st. day of August, 1929, and in the 153rd. year of the Commonwealth.

R. A. Edwards, Clerk.

Johnson and Stephens, p.q.

2

J. W. Jordan

v) Chancery. ____

James E. Cuthbert, et als.

Subpoena in chancery.

Petersburg Va Sept 7-1929
Executed the within
Summons by serving a
Copy on Bunyd C. Syme
Personaly + on Bunyd
C. Syme. receiver of
The Union Trust +
Mortgage Co in Person
James E. Cuthbert not
found in my Bailwick
+ no one to serve on
as President of Hampton
Roads waterfront corpn
found.
W. Guy. Andrews C.S.
By E. B. Palmer D.C.

VIRGINIA:

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

J. W. Jordan,----------Complainant.

vs.----------ANSWER OF HAMPTON ROADS WATERFRONT CORPORATION.

Hampton Roads Waterfront Corporation, Union Trust & Mortgage Company, Trustee, Bernard C. Syme, Receiver, and James C. Cuthbert, fiscal agent,----------Defendants.

The Answer of Hampton Roads Waterfront Corporation to a bill in equity exhibited against it and others by J. W. Jordan, in the Circuit Court of Isle of Wight County, Virginia.

This respondent, saving and reserving to itself the benefits of all exceptions that can be had or made to the bill aforesaid and of the many errors of law and fact therein contained, for answer to the said bill, or to so much or such parts thereof as it is advised at this time it is material it should answer, answering says:

This respondent has no knowledge of any transaction had by the defendant, James E. Cuthbert, with the complainant, J. W. Jordan, realtive to the purchase of the tract of land known as Springfield and described in the said bill; but this respondent is informed and believes, and therefore avers that the transactions of the said James E. Cuthbert with the said J. W. Jordan for the purchase of the said land and for securing the purchase price thereof were, in all respects, fair and regular; that the said complainant was thoroughly advised and willingly consented to the sale of the said land and the delivery to him of the securities for the unpaid portion of the purchase price thereof; and that the bonds of this respondent of the par value of Forty Thousand Dollars($40,000.00), which the complainant now holds and which

are deposited as collateral security with the said complainant for the note of the said James E. Cuthbert for the sum of xxxxxxx Fifteen Thousand Dollars($15,000.00), were delivered to the said complainant, with a thorough understanding on his part as to the security represented by the said bonds.

This respondent denies that, at the time of the purchase of the said land from the said J. W. Jordan, the said James E. Cuthbert was acting as fiscal agent or in any other capacity as agent of this respondent; and, on the contrary, avers that the same was a purchase made by him individually from the said complainant, and that this respondent purchased the said land from the said James E. Cuthbert in his individual capacity; and the same was conveyed by the said J. W. Jordan directly to this respondent.

At the same time the said deed was given, the said J. W. Jordan executed and delivered another deed, at the request of the said Cuthbert, conveying a right of way through the said land to the James River Bridge Corporation, which right of way had been sold by the said Cuthbert to the said corporation, and received the purchase price therefor, and applied the same as a credit on the purchase price of the said Springfield tract of land, so sold to the said James E. Cuthbert.

This respondent admits that on or before the second day of July, 1927, and contemporaneously with the execution and delivery of the deed from the said complainant to this respondent above mentioned, this respondent created a bond issue of Thirty Thousand Dollars($30,000.00), secured by a deed of trust from it to the Union Trust & Mortgage Company, Trustee, covering the aforesaid Springfield tract of land, less the right of way conveyed to the James River Bridge Corporation, all of which said bonds were delivered to the said James E. Cuthbert; and this respondent avers that all of the said bonds so issued were attached to the note of the said James E. Cuthbert for Sixteen Thousand

Five Hundred Dollars($16,500.00), and by him deposited with and delivered to the said complainant, along with the said note, as collateral security for the payment thereof. By this method, the said complainant held the first lien on all of the said property, except the right of way aforesaid, for the sum of $16,500.00 representing the balance of the purchase price thereof.

On or about January 2nd, 1928, this respondent found it was advisable to recall the bond issue of Thirty Thousand Dollars ($30,000.00), so created by it as aforesaid, and created another bond issue of Sixty Thousand Dollars($60,000.00), and secured the same by a deed of trust upon the aforesaid property. This was accordingly carried into effect by issuing its bonds to the amount of Sixty Thousand Dollars($60,000.00)and securing the same by a deed of trust dated January 2nd, 1928, from this respondent to the Union Trust & Mortgage Company, Trustee. This was a transaction between this respondent and the said Cuthbert and was satisfactory to both. The said last mentioned bonds were delivered to the said James E. Cuthbert on condition that he would secure the first issue of bonds to the extent of Thirty Thousand Dollars($30,000.00) deposited by him with the complainant as aforesaid, so that the same might be duly cancelled and the deed of trust securing the same released.

This respondent is informed and believes, and therefore avers that afterwards, that is to say, in the month of May,1928, the said James E. Cuthbert paid to the said complainant the sum of Fifteen Hundred Dollars($1500.00), with interest to that date, and with a thorough understanding of the said transaction, the said complainant agreed to surrender, and did surrender, to the said Cuthbert the bonds of this respondent to the amount of Thirty Thousand Dollars($30,000.00), held by him as aforesaid, and agreed to accept, and did accept, in substitution therefor, and as collateral security for the note of the said James E. Cuthbert

for the sum of xxxxxxxxx Fifteen Thousand Dollars($15,000.), representing the balance of the purchase price of the said property, bonds of this respondent to the amount of Forty Thousand Dollars($40,000.00), out of the bond issue of Sixty Thousand Dollars ($60,000.00) above mentioned.

And this respondent further avers that the said bond issue of Thirty Thousand Dollars($30,000.00) first hereinabove mentioned was duly cancelled and the deed of trust securing the same duly released of record, and that the deed of trust on the said property securing the bond issue of Sixty Thousand Dollars ($60,000.00) last above mentioned constitutes a first lien on the said property and that of the said bond issue of Sixty Thousand Dollars($60,000.00), bonds amounting to the sum of Forty Thousand Dollars($40,000.00) are now held by the said complainant as collateral security for the payment of the note of the said James E. Cuthbert for the sum of Fifteen Thousand Dollars($15,000) as hereinbefore stated.

This respondent denies that the issuance of the said bonds or securing the same by the said deed of trust was, in any respect, fraudulent; and, on the contrary, avers that the same was fair and clear from fraud in every respect, and that the property securing the said issue is worth the sum of Sixty Thousand Dollars($60,000.00). But this respondent further avers that whether the said property be worth Sixty Thousand Dollars ($60,000.00) or not, the said complainant accepted the note of the said James E. Cuthbert and the said bonds as collateral security therefor, with full knowledge of the land and of the value of the property of which he himself as the then recent owner thereof ought to have been thoroughly familiar.

This respondent further avers that, since the creation of the bond issue last aforesaid and the execution of the deed of trust securing the same, the dwelling house on the property

thereby conveyed was destroyed by fire; that the same was insured for the sum of Two Thousand Five Hundred Dollars($2500.00); that there was an agreement with the complainant, all the parties interested thereto consenting, by which the complainant was to collect the said sum of Two Thousand Five Hundred Dollars ($2500.00), and apply the same to the payment of the past due interest on the note of the said Cuthbert held by him as aforesaid, and credit the remainder on the principal of the said note, making also the proper credits thereof, first, as to all past due interest on, and, next, on the principal of, the said bonds of this respondent delivered to the complainant as collateral security of the note of the said Cuthbert.

And this respondent here avers that, by such action and agreement on the part of the complainant, he has ratified and confirmed the transactions between him and the said James E. Cuthbert as aforesaid.

This respondent avers that,as hereinbefore stated, all of the bonds representing the entire issue to the amount of Sixty Thousand Dollars($60,000.00) created by it as hereinbefore described, were, at the time of their issuance, delivered to the said James E. Cuthbert as his property; that this respondent does not now hold or possess any of the said bonds; and this respondent is informed and believes, and therefore avers that the said James E. Cuthbert has negotiated all of the said bonds and does not now hold any of them; and this respondent therefore avers that it is impossible for this respondent, even though in equity and good conscience it should be required so to do, to turn over any of the said bonds to the Court or to any other person, or to execute a new deed of trust prior to the deed of trust securing the same.

This respondent denies each and every averment in the said bill contained, not hereinbefore specifically admitted,and

as to the same calls for strict proof.

And now having fully answered, this respondent prays to be hence dismissed with its reasonable costs in this behalf expended.

Hamphire Rogers Waterford Corporation

By

Counsel

George F. Whitley
and
Richard H. Learned } J.s

5

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

J. W. Jordan,--Complainant.

vs.-- ANSWER OF HAMPTON ROADS WATERFRONT CORPORATION.

Hampton Roads Waterfront Corporation, Union Trust & Mortgage Company, Trustee, Bernard C. Syme, Receiver, and James E. Cuthbert, fiscal agent,-- Defendants.

11/6/25

Mann & Mann,
LAW OFFICES.
PETERSBURG, VIRGINIA.

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

J. W. Jordan,,----------Complainant.

vs.---------- ANSWER OF JAMES E. CUTHBERT.

HamptonRoads Waterfront Corporation, Union Trust & Mortgage Company, Trustee, Bernard C. Syme, Receiver, and James E. Cuthbert, fiscal agent,--------Defendants.

The Answer of James E. Cuthbert to a bill in equity exhibited against him and others by J. W. Jordan in the Circuit Court of Isle of Wight County, Virginia.

This respondent, saving and reserving to himself the benefits of all exceptions that can be had or made to the bill aforesaid and of the many errors of law and fact therein contained, for answer to the said bill, or to so much or such parts tthereof as he is advised at this time it is material he should answer, answering says:

This respondent has read the answer of Hampton Roads Waterfront Corporation filed in this cause, and adopts the same as his answer, with the same force and effect as if the same were herein specifically set forth at length.

This respondent, further answering, says: that in all transactions between him and the said complainant as to the matters alleged in the said bill, he was acting in his own individual capacity, and not as agent; that he purchased the property mentioned in the bill in his own individual capacity from the complainant and sold ~~xxxxxxx~~ to James River Bridge Corporation the right of way through the same, and to Hampton Roads Waterfront Corporation the balance thereof; and the deeds were made direct from the complainant to the said two corpora-

tions as a matter of convenience; that each and every transaction between the complainant and this respondent was thoroughly understood and agreed to in advance by the said complainant and at no time had their been any departure from this understanding between the complainant and this respondent, without the consent of the complainant.

This respondent, further answering, denies that the complainant has ever demanded any payment from him except as to the interest on this respondent's note, which the complainant holds and which is secured by first mortgage bonds to the amount of Forty Thousand Dollars($40,000.00) out of a bond issue of Sixty Thousand Dollars($60,000.00), created and secured by Hampton Roads Waterfront Corporation in the manner described in its answer aforesaid.

This respondent further denies that, at the time he deposited the said bonds to the amount of Forty Thousand Dollars($40,000.00) with the said complainant as collateral security for his note, he stated that the same was secured by any property other than the Springfield tract of land formerly owned by the complainant; but this respondent did state that as his note held by the complainant was for the payment of only Fifteen Thousand Dollars ($15,000.00), and as the bonds deposited as collateral security therefor amounted to Forty Thousand Dollars($40,000.00), there was a margin of Twenty-Five Thousand Dollars($25,000.00) more of evidence of debt of said Hampton Roads Waterfront Corporation than was due the said complainant by virtue of this respondent's note; and, as the said corporation had other property, such property was likewise liable for its debts.

This respondent denies that there was any fraud whatsoever in any of the transactions between any of the parties to this suit and, on the contrary, avers that the property conveyed by the Hampton Roads Waterfront Corporation to Union Trust & Mortgage Company, Trustee, to secure the bond issue of Sixty

Thousand Dollars($60,000.00) above referred to, is worth the sum of Sixty Thousand Dollars($60,000.00), and also avers that, if it was not worth the said sum, the said complainant, as a former owner of the property, had information as to its true value and, with such knowledge, accepted the bonds of the said corporation to the amount of Forty Thousand Dollars($40,000.00) as collateral for the payment of this respondent's note of Fifteen Thousand Dollars($15,000.00) held by him.

This respondent further denies that the bonds of the face value of Twenty Thousand Dollars($20,000.00),representing the balance of the bond issue of Sixty Thousand Dollars ($60,000.00) above mentioned, are now in his hands, or in the hands of the Hampton Roads Waterfront Corporation; but the same have been negotiated; and, at the time of their negotiation,this respondent paid to the complainant out of the sum received therefor the sum of Fifteen Hundred Dollars($1500.00) and past due interest, amounting in all to over Two Thousand Dollars($2,000.) which said payment of Fifteen Hundred Dollars($1500.00) on the principal reduced the debt owing by this respondent to the complainant from Sixteen Thousand Five Hundred Dollars($16,500.00) to Fifteen Thousand Dollars($15,000.00); and this respondent also avers that the said complainant knew of such negotiation at the time the same was made and knew that the momey paid to him as aforesaid came from the proceeds thereof.

This respondent therefore avers that it is impossible for him, or the Hampton Roads Waterfront Corporation, to turn over to this Court, or to any one else, the bonds of the face value of Twenty Thousand Dollars($20,000.00) above mentioned, even if in equity and good conscience he, or the said Hampton Roads Waterfront Corporation,should be required so to do.

This respondent denies each and every allegation in the said bill contained, not hereinbefore specifically admitted, and as to the same calls for strict proof.

And now having fully answered, this respondent prays to be hence dismissed with his reasonable costs in this behalf expended.

James E. Cuthbert
by Counsel

George T. Whitley
and
Richard H. Cann Esqrs.

4

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

J. W. Johnson,--Complainant.

vs.---ANSWER OF JAMES E. CUTHBERT.

Hampton Roads Waterfront Corporation, Union Trust & Mortgage Company, Trustee, Bernard C. Syme, Receiver, and James E. Cuthbert, fiscal agent,---

Defendants.

11/6/29

Mann & Mann,
LAW OFFICES.
PETERSBURG, VIRGINIA.

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

J. W. Jordan . . . . . Complainant

Vs) Chancery _____

Hampton Roads Waterfront Corporation,
Union Trust and Mortgage Company, trustee, Bernard C. Syme,
receiver, and James E. Cuthbert, fiscal agent,..Defendants

To Honorable Benjamin Dey White,

Judge of the Circuit Court of the County of Isle of Wight, State of Virginia.

The amended and supplemental bill of complaint of J. W. Jordan, against Hamton Roads Waterfront Corporation, Union Trust and Mortgage Company, trustee, Bernard C. Syme, receiver and James E. Cuthbert, fiscal agent, filed in the Circuit Court of the County of Isle of Wight, in the State of Virginia.

Your complainant by way of admendment and supplement to his original bill heretofore filed in this cuase, praying amongst other things, that a certain deed of trust securing sixty thousand dollars in bonds, forty thousand of which are held by your complainant and in which default has been made, made and executed by the said Hampton Roads Waterfront Corporation, be cancelled and that the Hampton Roads Waterfront Corporation be ordered and required to execute a deed of trust, on the real estate in the said bill mentioned, said real estate being known as "Springfield", to secure your complainant the balance of the purchase price of said tract of land in accordance with the agreement had by your complainant with the said Hampton Roads Waterfront Corporation through James E. Cuthbert, fiscal agent, to which bill of complaint he hereby refers and

asks that it be taken and read in connection with and as a part of this, his admended and supplemental bill to the same extent, and with the same effect as if the same were herein fully set forth; and,

Your complainant, further complaining, says that he has lately discovered, and now charges by way of admendment and supplement of the said bill of complaint, that there has accrued or there will, shortly accrue considerable money rents from the aforesaid real estate, amounting, your complainant is informed, and believes, to approximately eight hundred and twenty five dollars; that acting upon this information your complainant, through his attorneys, has endeavored to obtain from the two defendants, Hampton Roads Waterfront Corporation, and James E. Cuthbert, its fiscal agent, an assignment to him of said rents accruing from the said real estate to be applied by him as a credit on the balance of the purchase price of the aforesaid tract of land, as was done in the year 1928; that until this time your complainant has been unable to obtain from the two defendants such an assignment, although it has been promised, and he believes, and so charges, that it is the intention and purpose of said defendants, or some one professing to represent them, to collect and receive the rents arising from said real estate and apply the same to their own use, or uses, or to some use other than that of protecting your complainant. And your complainant believes that they will do so unless they are restrained therefrom by the injunction of this court; and, that during the pendency of this suit some proper person should be appointed to receive, take charge of, and collect the aforesaid rents awaiting the further order of this court, which is shown by affidavit hereto attached and made a part of this bill of complaint.

Your complainant therefore prays that the said defendants named in the original bill of complaint, and in this, his amended and supplemental bill of complaint, may be required to answer all and every the matters and things herein charged by way of admendment and supplement, and that they may discover and

set forth the amount, or amounts, of rents and profits accruing from said real estate by whom payable, and at what time they are due; that a receiver be appointed to collect and take charge of the said rents and profits during the pendency of this cause. And, your complainant prays that he may have such further and general relief in the premises, as the nature of his case may require, or which to equity may seem meet.

And, as in duty bound he will ever pray, etc.

J. W. Jordan,

By Counsel

Johnson & Stephens, p. q.

(6)

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

J. W. Jordan

Vs) Chancery _____

Hampton Roads Waterfront Corporation, James E. Cuthbert, fiscal agent, et als.

Admended Bill

Thr 2-3-39
Filed

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

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

J. W. Jordan . . . . . Complainant.

VS) Chancery _____

Hampton Roads Waterfront Corporation,
Union Trust and Mortgage Company, trustee, Bernard C. Syme,
Receiver, and, James E. Cuthbert, fiscal agent . . Defendants

To Honorable Benjamin Dey White,

Judge of the Circuit Court of the County of Isle of Wight, State of Virginia.

Your complainant, J. W. Jordan, humbly complaining shows to the Court the following case, and prays for such relief therein as may be appropriate.

Sometime prior to the 2nd., day of July, 1927, one James E. Cuthbert, who represented himself as the fiscal agent of the Hampton Roads Waterfront Corporation, began negotiations with your complainant, for the purchase of a tract of land, then owned by him, commonly known as "Springfield", located in Newport Magisterial District, of the County of Isle of Wight, State of Virginia, bounded by the lands of Bessie E. Channell, Ivy C. Turner, J. Q. Adams, E. M. Harris, and others. The result of the negotiations was an agreement to sell the said tract of land for the sum and price of twenty thousand dollars. On the 2nd., day of July, 1927, your complainant executed a deed, conveying the said property to said Hampton Roads Waterfront Corporation, for the amount of money aforesaid. Five thousand dollars of the purchase price was paid in cash, and the remainder, as your complainant understood, was secured by a deed of trust, constituting the first lien thereupon, upon the said property, which should provide for the payment of three thousand dollars every twelve months thereafter until the whole of the remainder, to-wit: fifteen thousand dollars should be paid in full, and with the further provision

that the interest on the unpaid balance, should be paid semi-annually, which deed of trust said James E. Cuthbert promised to have prepared and properly recorded. Although two annual payments are now due, with some interest, they have not been paid.

From time to time, your complainant has, demanded the money due to him, both principal and interest, of the said James E. Cuthbert, who has begged for a little more time upon one pretext or another.

Very lately, becoming impatient, your complainant, has learned that such a deed of trust as he was promised should be executed, securing to him, as the first lienor, the payment of the balance due to him, upon the property mentioned, with interest as aforesaid, was not executed; but, that on the 2nd., day of July, 1927, a deed of trust was executed by the Hampton Roads Waterfront Corporation to Union Trust and Mortgage Company, trustee, covering the property conveyed as aforesaid, and no other, to secure the payment of a bond issue of thirty thousand dollars, evedenced by several bonds, without priority one over another, all of which appears of record. That, the said deed of trust was released on the 8th., day of May, 1928, upon the margin of the deed book, where the same is recorded, by "James E. Cuthbert, holder of all securities mentioned"; and, the said Hampton Roads Waterfront Corporation made another deed of trust, covering the said property which bears date the 2nd., day of January, 1928, securing the payment of a bond issue of sixty thousand dollars, evidenced by a great many bonds, without priority one over another. Sometime about the month of May, 1928, the said James E. Cuthbert gave to your complainant a batch of papers, and which he represented, first, to contain the evidence of the debt due to your complainant, and then twenty five thousand dollars more of evidences of debt of said Hampton Roads Waterfront Corporation, upon other property owned by it, which he deposited as collateral security. It was be-

cause of this collateral, which your complainant believed to be of great value, that he has b·en as indulgent with the said Cuthbert and the concern which he represented.

Your complainant believes that the property conveyed to him by the said Hampton Roads Waterfront Corporation, as aforesaid, is not worth, by any manner of means, anything like the sum of sixty thousand dollars; and, that the execution of a deed of trust upon such property for such an amount is, in itself, a fraud.

Your complainant, had implicit faith and confidence in the said Cuthbert, and trusted him to take entire charge of the transactions referred to, to have all necessary papers prepared and properly recorded, and all of his representations, until lately when he had caused to be made an examination of the record, in the Clerk's Office of this County, and of the papers which had been given to him and represented as aforesaid, which were by him, upon receipt thereof, placed in safe deposit without making any examination thereof.

Your complainant is now informed that what he really has is a lot of papers, purporting to be bonds of Hampton Roads Waterfront Corporation of the face value of forty thousand dollars secured by the deed of trust last aforesaid, which covers only the property conveyed by him to the Hampton Roads Waterfront Corporation, as aforesaid. Bonds purporting to be of the face value of twenty thousand dollars of the same issue, your complainant believes, are now in the hands of the said James E. Cuthbert, or the Hampton Roads Waterfront Corporation.

Your complainant is informed that all of the bonds, there being eighty four of them, secured by the last mentioned deed of trust, are payable without priority; and, that he is not the first lienor of record.

Your complainant is informed that he has a right to be made the first lienor according to the agreements made and entered into, with him, by the said James E. Cuthbert.

Your complainant is advised that since the execution of the deed of trust aforesaid, that the Union Trust and Mortgage Company, the trustee named in the said deed of trust, has become insolvent and that Bernard C. Syme has been appointed receiver therefor.

In consideration whereof, and forasmuch as your complainant is without remedy in the premises save in the Court of Equity where matters of this kind are alone and properly cognizable, he prays that the said Hampton Roads Waterfront Corporation, James E. Cuthbert, Union Trust and Mortgage Company, trustee, and Bernard C. Syme, reciever, be made parties defendant to this bill, and that they be required to answer the same, though not under oath, answer under oath being hereby expressly waived; that proper process issue; that the Hampton Roads Waterfront Corporation, its officers and agents, and James E. Cuthbert be required forthwith to turn over to this Court any of the bonds herein mentioned, held by them, or by anyone for them; that the deed of trust securing the bond issue of sixty thousand dollars, as aforesaid, may be cancelled; that the Hampton Roads Waterfront Corporation be required to execute a new deed of trust, which will constitute a lien upon said property, prior to that of any other, securing the payment of the amount of money remaining unpaid upon the purchase price aforesaid, to your complainant, together with the interest now due; and that your complainant may have such other, further and general relief, in the premises, as the nature of his case may require, or, which to equity may seem meet.

And your complainant will every pray, etc.

J. H. Jordan
by counsel

Johnson & Stephens, p.q.

3

Virginia: Circuit Court
of Isle of Wight County.

J. W. Jordan

v) Chancery. 563

James E. Cuthbert et als.

Bill of complaint.

Box 93-
Pittsburg Pa

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut