

1895-019

Nansemond Co. (Suffolk)

Chancery Causes: Littleton W.T. Waller vs Elbert Tatterson et al

Britt, Nurney, Jones, Lloyd

To W. S. Waller vs E. Patterson

Vanderlice }
Starke & Starke }
1/2

Littleton W S Waller

vs In Chancery

Elbert Patterson

and others
costs

1895
October 19th
Final Decree

Exhibit B 1/2 withdrawn
& in hands of Plaintiff

Costs

AP Gomer Clerk 7.12
R R Smith " 5.50 + 3.25 = 8.75
A H Baker Shff 9.00 + 50
Attorney 15.00
Tax 7.50

\$ 39.12

- In the Circuit Court of the County of Nansemond -

To the Honorable R. R. Prentis, judge of the Circuit Court of the County of Nansemond:

Your orator, Littleton W. T. Waller, humbly complaining, sheweth unto the Court ~~the~~ following case:

First - That on the 16th day of June, in the year 1894, in the city of Norfolk and state of Virginia, E. Tatterson entered into a contract in writing, under seal, with your orator, a duplicate whereof is herewith filed, marked exhibit 'A', and prayed to be taken and read as a part of this bill, whereby he, the said E. Tatterson, in consideration of the sum of twelve thousand seven hundred and thirteen dollars to be paid ~~him~~, as provided in said contract, by your orator, and the other provisions therein contained, covenanted, promised and agreed, on or before the 1st day of October, 1894, to well and sufficiently erect, finish and deliver in a true, perfect and thoroughly workmanlike manner, all the different branches of work, exclusive of certain gas fixtures and certain mantel and tile work, required for a tenement of three houses for your orator, on lots Nos. 3, 4 and 5, plot No. 1. of the Norfolk Company's chart, situated on the West side of Warren Crescent, between Pembroke Avenue and Mowbray Arch, in the city of Norfolk, Virginia, agreeable to the drawings and specifications prepared for the said work by William J. Marsh, Architect, and find and provide such proper, good and sufficient materials, of all kinds whatsoever, as shall be proper and sufficient for the completion and finishing of all the different branches of work shown in the drawings and mentioned in said specifications. A copy of said drawings and specifications, marked exhibit 'B' ^{is} herewith filed and prayed to be taken and read as a part of this bill.

The second clause of said contract sets forth in detail the payments to be made the said E. Tatterson by your orator, and it is therein expressly provided ~~That~~ "That each of said payments shall in no way lessen the total and final responsibility of the contractor: neither shall it exempt the contrac-

tor from liability to replace the work, if it be afterwards discovered to be ill, or not according to the drawings and specifications, either in execution or materials:" The said contractor also covenanted, promised and agreed with your orator, to obtain a release or receipt from each sub-contractor, workman and material man, showing that they had no claims against him on account of material furnished or work done in these buildings, and to deliver said releases or receipts to your orator prior to the last payment under said contract. Said E. Tatterson also contracted, covenanted, promised and agreed with your orator, to provide, at his own proper costs and charges, all manner of labor, materials, apparatus, scaffolding, utensils and cartage, of every description, needful for the due performance of the work to be done upon said houses: and further covenanted and promised and agreed with your orator, that he would deliver said houses to your orator in perfect repair, clean and in good condition when complete. Your orator refers to said contract for a detailed statement of the covenants, promises and agreements therein contained:

Your orator further sheweth unto the Court, that he has always from the time of entering into the said contract with the said E. Tatterson, upto and including the present time, well and truly performed, fulfilled and kept all the provisions contained in said contract upon his part, and that he has faithfully carried out his part of said contract in every particular, according to the true intent and meaning thereof: but he here charges and avers that the said E. Tatterson, upon his part, has broken said contract, and hath not kept faith with your orator, but on the contrary has violated his said contract with your orator, and has wholly failed to comply with his said covenants, promises and agreements as therein contained, by reason whereof your orator has sustained great damage and injury, to-wit, the sum of \$4675.22, as hereinafter stated, as follows: The said E. Tatterson by means of fraudulent statements and representations to your orator, obtained from your orator, at various times, several payments upon said contract, aggregating the sum of \$6,200.00 in cash, representing to your orator that the work upon said houses had progressed to the several stages,

when by the terms of said contract said payments were due and payable, and justly due him, the said E. Tatterson, by your orator, when such was not the fact, but was false: the said E. Tatterson also represented unto your orator that only a certain amount was due the subcontractors working for him upon your orator's houses, whereby your orator was induced by the said E. Tatterson to pay him, the said E. Tatterson, said sum of \$6,200.00, and caused by the said E. Tatterson ^{to agree} to pay said claims of said subcontractors, which your orator has subsequently done: whereas the fact was that the amount due said subcontractors by said E. Tatterson as aforesaid, was greatly in excess of the amount represented to your orator by the said E. Tatterson as due them, the said subcontractors: the said E. Tatterson also gave orders for money upon your orator's, and by means of said fraudulent representations procured your orator's acceptance thereof, which said acceptances your orator has since paid: that after having obtained from your orator said sum of \$6,200.00 in cash, and procured his acceptances as aforesaid, and after having caused your orator to pay out in his, said E. Tatterson's, behalf large sums of money, and after the time fixed by said contract, within which said houses were to be completed had long since passed, the said E. Tatterson failing entirely to carry out his part of said contract, your orator was, on or about the 4th day of December, 1894, in order to save himself, compelled to take charge of the building of said three houses, which the said E. Tatterson had wholly neglected and practically abandoned, and was compelled to carry the work of building said houses on to completion at his, your orator's own expense and costs, and at a great loss to himself, not having sufficient money left under said contract with which to complete said houses, all of which was due to the said E. Tatterson's failure to perform and in good faith keep his said covenants, promises and agreements as contained in said contract between your orator and the said E. Tatterson: that much of the delay in completing said houses was due to the statement made by the said E. Tatterson to the workman and supplymen under him, who complained that they were not paid the money due them, that the reason why he, said E. Tatterson, had not paid them, was because your orator would not pay him, said E. Tatterson, when the fact

is, that at that time, your orator had greatly over paid him, the said E. Tatterson, and if said workmen and supply men were not paid, it was because the said E. Tatterson had failed to pay them, and was due to no fault of Your orator: Your orator further sheweth unto the Court, that in laying the foundations for said three houses, the said E. Tatterson failed to lay the same where he had contracted to lay them, but on the contrary laid said foundations and commenced the erection of said houses over and beyond the line of the lots upon which, by said contract, they should have been laid and erected, upon three feet of an adjoining lot belonging to your orator, which said three feet your orator had previously contracted to sell to a third party, for the sum of three hundred dollars, but ~~which said three feet,~~ but which said three feet, by reason of said buildings now being thereon, it is impossible for your orator to sell; your orator, therefore lost the sale of said three feet of land without being in any wise benefit~~ed~~ by the houses being thereon, but on the contrary was injured to the extent of three hundred dollars: Your orator further charges and avers that said three houses were not built by the said E. Tatterson according to the true intent and meaning of said contract, or of the drawings and specifications prepared for said work by William J. Marsh, Architect, that the rooms in the middle house, by reason of errors made and committed by said E. Tatterson, are at least twelve inches smaller than they should have been, if laid off and constructed according to said contract, drawings and specifications, by reason whereof your orator has not been able to rent said house for the same money, which he could have rented said houses for, had it been properly constructed as aforesaid, and has been compelled to rent the same for five dollars per month less than he now obtains for said other houses: that the pitch with which said houses, under said contract, drawings and specification, were to have their walls coated, ^{which does not protect the wall, nor make them water proof, and} has been substituted by a far inferior article, ⁱⁿ the oil from the same having permeated the plaster upon the walls, ^{has} turned the same to a dark color, which renders them ugly and unseemly, and injures the rental thereof, and which must be rectified by your orator at a great cost to himself: Your orator further charges and avers, that said houses were

not, by the said E. Tatterson, built nor was the work thereon done in a workman like manner, but the whole was performed contrary to~~o~~ the true intent and meaning of said contract, drawings and specifications: Said E. Tatterson failed to properly grade the lots upon which said houses were built as he had contracted with your orator to do, and not only failed to grade the same but against your orator's express orders removed and appropriated the dirt taken from said lots and which could have been used by your orator to grade said lots: Your orator further sheweth unto the Court, that the said E. Tatterson entirely failed to complete and deliver said houses to your orator on or before the first day of October, 1894, indeed himself never completed them: whereas your orator had contracted to rent said houses to tenants, who by the terms of their contract with your orator were to take possession of said houses on the 1st day of October, 1894, but said houses not being complete your orator was unable to give said tenants possession, by reason whereof he lost a great sum of money which he other wise would have obtained for the rent of said houses. In brief the said E. Tatterson has wholly failed to keep and and carry out in good faith his contract with your orator, but on the contrary has broken and violated the same in every particular, to the damage of your orator \$4675.22 . Your orator files with this his bill of complaint an itemized statement, marked exhibit 'C', of the damage which he has suffered and sustained and the loss which he has incurred by reason of said E. Tattersons having broken his contract with your orator as aforesaid and having failed to comply with his covenants, promises and agreements as therein contained as aforesaid, setting forth in detail wherein your orator has been damaged and injured, and the amount thereof; which said statement your orator prays may be taken and read as part and parcel of this bill as fully and completely as if the same and each item thereof was here incorporated and repeated .

Your orator further sheweth unto the Court, that subsequent to incurring his liability to your orator as aforesaid, and after he had broken his contract with your orator, and had failed to comply with the covenants, promises and agreements therein contained as aforesaid, the said E. Tatterson, in or-

der to defeat your orator's just claim to damages for the breach of the contract aforesaid, and with the view of shielding his property from his just debts and liabilities, then existing, and render ineffectual and nugatory any judgment or decree your orator might obtain against him, he, the said E. Tatterson, did, by a certain deed dated the 4th day of December, 1894, a copy whereof is herewith filed and prayed to be taken and read as a part of this bill, said copy being marked exhibit 'D', convey unto his wife Lizzie M. Tatterson, certain of his real estate, situated in the town of Suffolk, in the County of Nansemond and state Virginia, a description whereof, as contained in said deed is as follows, to-wit: "All that certain lot or parcel of land, situate, lying and being in the Town of Suffolk, County of Nansemond, and State of Virginia, bounded and described as follows; Beginning at the Northwest corner of that lot of John F. Pinner's, known as the "Butler Lot" on the South side of East Washington^{Shild}, in said Town of Suffolk, thence running Westwardly, along said East Washington Street, forty feet, to the lot of E. Tatterson; thence running Southwardly, along said E. Tatterson's lot, one hundred and twenty-five feet; thence running in an East course, parallel to said East Washington Street, forty feet to said "Butler Lot", and thence along said "Butler Lot" one hundred and twenty-five feet to the point of beginning."

Your orator further showeth unto the Court, that the said conveyance from the said E. Tatterson to his said wife Lizzie M. Tatterson was and is not upon consideration deemed valuable in law, and was and is as against your orator's claim contrary to the true intent and meaning of §2459, chapter CLX of the Code of Virginia in such cases made and provided. Your orator further showeth unto the Court, that he is informed and believes, and so accordingly avers and charges, that the said real estate so conveyed by the said E. Tatterson to his said wife Lizzie M. Tatterson is now and at that time was very valuable and is now, ^{at} and the time it was conveyed as aforesaid, was worth between five and six thousand dollars. Your orator is also informed and believes, and so accordingly avers and charges, that the consideration of five dollars expressed in said deed is and was merely and purely nominal, and that no money in reality passed from the said Lizzie M. Tatterson, or any one for her, to the

E. Tatterson. Your orator further sheweth unto the Court, that the said Lizzie M. Tatterson's contingent right of dower in the parcel of land conveyed by said E. Tatterson and Lizzie M. Tatterson his wife, to George W. Nurney, if indeed the same can be, under the circumstances of this particular case, regarded as a consideration, could not possibly amount to more than three hundred dollars: a copy of said last mentioned deed from said E. Tatterson and Lizzie M. Tatterson his wife, to George W. Nurney, marked exhibit 'E' is herewith filed and prayed to be taken and read as a part of this bill: As will appear, upon referring to said deed to George W. Nurney ~~it will be seen that~~ it bears date September 24th, 1894, which date is therefore, prima facie the date of its delivery, whereas the deed from E. Tatterson to Lizzie M. Tatterson, his wife, bears date December 4th, 1894, which is therefore, prima facie, the date of its delivery; your orator therefore charges and avers that the said Lizzie M. Tatterson did not unite in said deed to George W. Nurney upon the consideration that the said E. Tatterson would convey to her the lot of land at the Northwest corner of the "Butler Lot", aforesaid, but your orator believes, and so avers, that the reciting of said relinquishment of dower as a consideration in the deed from E. Tatterson to his wife Lizzie M. Tatterson is part and parcel of one and the same fraud, whereby the said E. Tatterson hoped and intended to defraud your orator of his just rights and save his property from the claims of his creditors. As regards the debt of nine hundred dollars due the Farmers Bank of Nansemond, and which is secured by a deed of trust, a copy whereof marked exhibit 'F' is herewith filed and prayed to be taken and read as a part of this bill, and which, in the deed from E. Tatterson to Lizzie M. Tatterson his wife as a further consideration, it is recited that the said Lizzie M. Tatterson assumes, your orator is informed and believes, and so accordingly charges and avers, that the said Lizzie M. Tatterson has not now, nor at the time of assuming the same did she have any separate estate, ~~and no~~ money or other property with which to pay said debt; and your orator is informed and believes and so accordingly ~~charges~~ charges and avers, that it was never intended that she should pay said debt, but that the same should be paid by the said E. Tatterson out of

and with his own private means and estate. Of all of which the said Lizzie M. Tatterson had notice.

Your orator further showeth unto the Court, that said conveyance of December 4th, 1894, from E. Tatterson to Lizzie M. Tatterson his wife was given by the said E. Tatterson, and accepted by the said Lizzie M. Tatterson, with intent to hinder, delay and defraud your orator of his just damages and from recovering from the said E. Tatterson compensation for the damage and wrong done your orator by the said E. Tatterson, by reason of his, the said E. Tatterson's, failure to comply with his covenants, promises and agreements as contained in his said contract with your orator, and as heretofore set out in detail. And your orator further showeth unto the Court, that the said Lizzie M. Tatterson had notice of the fraudulent intent of the said E. Tatterson in conveying said real estate to her, and took and accepted the same for the manifest purpose of shielding her husband's property and of defrauding your orator and the other creditors of the said E. Tatterson from what was justly due them by the said E. Tatterson, contrary to the true intent and meaning of §2458, Chapter CLX, of the Code of Virginia, in such cases made and provided.

Your orator further showeth unto the Court, that the said E. Tatterson and Elbert Tatterson as his name is written in full are one and the same person. The said E. being the initial letter of Elbert.

Your orator further showeth to the Court that the said E. Tatterson and Lizzie M. Tatterson, his wife, did by deed, dated the 24th day of October 1892, convey unto Lee Britt, Trustee, to secure a debt of \$1200.00 due B.L. Saunders, a certain lot/piece or parcel of land, in said town of Suffolk, belonging to the said E. Tatterson, a description whereof is as follows: Beginning at the North East corner of East Washington Street, and that ~~right~~ right of way extending from said Street to the Norfolk & Western Railroad and known as Commerce Street, and running East along the line of the said East Washington Street 42 feet, thence South, in a line, parallel with said right of way known as Commerce Street 125 feet, thence west in a line, parallel with said East Washington Street, 42 feet to said right of way known as Commerce Street, and thence running North, along the line of said right of way known as Commerce Street, 125 feet to the beginning, and bounded on the North by said East Washington Street, on the East and South by the lands of John F. Pinner, and on the West by the said right of way known as Commerce Street. The tenants in possession of the said piece of property are Al. Nurney and W.E. Lloyd.

In tender consideration whereof, and forasmuch as these doings are contrary to equity and good conscience, and as your orator is remidiless, save in a court of equity, where matters of this kind are properly cognizable, Your orator prays that the said E. Tatterson, Lizzie M. Tatterson, and Wm. H. Jones, jr., trustee, *Lee Britt, Trustee, Al. Murrey and W.E. Lloyd* be made parties defendant to this bill, and required to severally answer the same, as fully and particularly as if each of them had been thereto specially interrogated, but answer under oath is hereby expressly waived: that a decree be granted your orator against said E. Tatterson, directing him, the said E. Tatterson, to pay to your orator the amount of damage, estimated in money, which your orator has sustained by reason of said E. Tatterson's failure to comply with his contract with your orator as aforesaid: that the conveyance of December 4th, 1894, from said E. Tatterson to Lizzie M. Tatterson his wife, be set aside and declared void as against your orator: that he, your orator, be decreed to have a prior lien upon the real estate embraced therein, except as against the deed of trust to Wm. H. Jones, *trustee* to secure the Farmers Bank of Nansemond: that said E. Tatterson's interest in said real estate be subjected to the payment of your orator's claim of damages: that an attachment may issue against all the estate of the said E. Tatterson, real, personal and mixed, whether in his own hands or in the hands of other defendants and wherever *and that, if necessary to the relief of your orator, here asked, that account may be taken of the said actions before the court for or against said E. Tatterson.* the same may be, and that such other, further and general relief may be granted and afforded your orator as is adapted to the nature of his case and is agreeable to equity and good conscience: May summons issue etc. And Your orator will ever pray.

L. P. Vandervliet

L. P. Vandervliet

p. q.

Storrs V. Storrs

Linton W. Macey

vs { Bill on
Chancery
E. Tattersall et als

Bill

S O Vanderslice }
Shake & Shake } C

THIS CONTRACT, of two parts, made and concluded this sixteenth day of June, in the year one thousand eight hundred and ninety four, by and between E. TATTERSON, of Norfolk, Virginia, party of the first part, and LITTLETON W. T. WALLER, of Norfolk, Virginia, party of the second part, hereinafter called respectively, the contractor and the owner,

WITNESSETH, First:- The said contractor does hereby covenant, promise and agree to and with the said owner, that he, the said contractor, shall and will, for and in consideration of the sum hereinafter mentioned, on or before the first day of October, in the year one thousand, eight hundred and ninety four, well and sufficiently erect, finish and deliver in a true, perfect and thoroughly workmanlike manner, all the different branches of work, exclusive of certain gas fixtures and certain mantel and tile work, required for a tenement of three houses for the said owner, on lots Nos. 3, 4 and 5, plot No. 1, of the Norfolk Company's chart, situated on the west side of Warren Crescent, between Pembroke Avenue and Mowbray Arch, in the City of Norfolk, Virginia, agreeably to the drawings and specifications prepared for the said work by William J. Marsh, Architect, and will find and provide such proper, good and sufficient materials, of all kinds whatsoever, as shall be proper and sufficient for the completion and finishing all the different branches of work shown in the drawings and mentioned in said specifications, and signed by the said parties, within the time aforesaid, for the sum of twelve thousand *Seven hundred and Thirteen dollars*

Second:- The said owner does hereby covenant, promise and agree to and with the said contractor, that he, the said owner, will and shall, in consideration of the covenants and agreements being strictly executed, kept and performed by the said contractor, as specified, will well and truly pay, or cause to be paid, unto the said contractor the sum of twelve thousand *Seven hundred and thirteen dollars.*

lawful money of the United States of America, in the manner following:

First payment of two thousand dollars (\$2,000) when the first floor joists are laid;

Second payment of fifteen hundred dollars (\$1500) when the third floor joists are laid;

Third payment of fifteen hundred dollars (\$1500) when the roof is completed and slated and trimmed;

Fourth payment of fifteen hundred dollars (\$1500) when the house is ready for plastering;

Fifth payment of two thousand dollars (\$2,000) when the plastering is completed;

Sixth payment of eighteen hundred dollars (\$1800) when the interior wood work is completed;

Seventh payment of two thousand four hundred and thirteen dollars (\$2,413) when the houses are completed and accepted, the keys delivered, and when all the drawings and specifications have been returned to the Architect.

Provided, That each case of said payments shall in no way lessen the total and final responsibility of the contractor: neither shall it exempt the contractor from liability to replace the work, if it be afterwards discovered to be done ill, or not according to the drawings and specifications, either in execution or materials: and provided also, that none of the payments shall be demanded or paid, if there are lawful or legal claims against the contractor from any source whatever for the work or materials furnished the said house, for an amount exceeding the amounts due the contractor by the owner: all of which claims shall be first discharged by the contractor before the owner shall be considered in default in not making payment: and Further, a receipt or release shall be obtained by the contractor from each sub-contractor, workman and material man showing that there are no claims against him on account of material furnished or work done in these buildings, and these releases of liens shall be delivered

to the owner prior to the last payment.

AND IT IS HEREBY FURTHER AGREED, by and between the said parties;

First:- That the specifications and drawings are intended to co-operate, so that any works exhibited in the drawings, and not mentioned in the specifications, or vice versa, are to be executed the same as if mentioned in the specifications and set forth in the drawings, to the true and intent and meaning of the said drawings and specifications.

Second:- The contractor at his own proper costs and charges, is to provide all manner of labor, materials, apparatus, scaffolding, utensils and cartage, of every description, needful for the due performance of the work, and render all due and sufficient facilities to the owner or his deputy for the proper inspection of the works and materials. The contractor shall deliver up the works to the owner in perfect repair, clean and in good condition when complete.

Third:- Should the owner, at any time during the work require any alterations of, or deviations from, additions to, or omissions in the said contract, specifications or plans, he shall have the right and power to make such change or changes, and the same shall in no way affect or make void this contract: but the difference for work omitted shall be deducted from the amount of the contract, by a fair and reasonable valuation: and for additional work required in alterations, the amount shall be agreed upon before commencing additions, as provided and hereinafter set forth in Article No. 6, of this agreement; and such agreement shall state also the extensions of time (if any) which is granted by reasons thereof.

Fourth:- Should the contractor, at any time during the progress of said works, become bankrupt, refuse or neglect to supply a sufficiency of material or workmen, or cause any unreasonable neglect or suspension of work, or fail or refuse to follow the drawings or specifications, or comply with any article of the articles

of agreement, the owner or his agent shall have the right and power to enter upon and take possession of the premises, and may at once terminate the contract, whereupon all claim of the contractor, his executors, administrators or assigns, shall cease; and the owner may provide materials and workmen sufficient to complete the said works, after giving forty eight hours notice, in writing, directed and delivered to the contractor, or at his residence or place of business; and the expense of the notice and the completing of the works will be deducted from the amount of the contract, or any part of it, due, or to become due, to the contractor; and in such case, no scaffolding or fixed tackle of any kind belonging to such contractor, shall be removed, so long as the same is wanted for the work. But if any balance on the amount of this contract remain after completion in respect of work done during the time of the defaulting contractor, the same shall belong to the persons legally representing him, but the owner shall not be liable or accountable to him in any ~~way~~ way for the manner in which he may have gotten the work completed.

Fifth:- Should any dispute arise respecting the true construction or meaning of the drawings or specifications, or as to what is extra work outside of the contract, the same shall be decided by the said Architect, and his decisions shall be final and conclusive; or in the event of his death or unwillingness to act, then some other well known Architect, to be appointed by the owner; but should any dispute arise respecting the true value of any material or works omitted by the contractor, the same shall be valued by two competent persons, one employed by the owner, and the other by the contractor, and these two shall have the power to name an umpire, whose decision shall be binding on all parties.

Sixth:- No work of any description done on the premises, or any kind whatsoever, shall be considered as extra unless such work shall have been done in pursuance of the written ~~xxxxxx~~ order of the

owner, which order shall specify the nature and cost of such extra work, and shall be in duplicate, countersigned by the contractor and owner, one copy to be retained by the owner and the other copy to be retained by the contractor, and the contractor shall demand payment for such extra work immediately after it is done.

Seventh:- The owner will not, in any manner, be answerable or accountable for any loss or damage that shall or may happen to the said works, or any part or parts thereof, respectively, or for any of the materials or other things used and employed in the finishing and sompleting of said works; or for any injury to any person or persons, either workmen or the public, or for damage to adjoining property, from anycause which might have been prevented by the contractor, or his workmen, or anyone employed by him, against all which injuries and damages to persons and property the contractor having control over such work must properly guard, and must make good all damage from any cause whatsoever, being strictly responsible for the same.

Eighth:- The owner will insure the building from time to time against fire, the policy to be made payable to the owner and contractor as their respective interests shall appear; and for any loss of the contractor by fire, the owner will not, under any circumstances, be answerable or responsible.

Ninth:- All work and materials, as delivered on the premises to form a part of the works, are to be considered as the property of the owner, and are not to be removed without his consent; but the contractor shall have the right to remove all surplus materials after completing the work.

Tenth:- The contractor agrees to deliver the building to the owner free of all liens, and, for himself, and acting for each of his sub-contractors, and workmen, does hereby waive and relinquish all lien or right of lien, and expressly declares that they have no lien or right of lien on said buildings or premises, for work done

or material furnished.

Eleventh:- And the said parties for themselves, their heirs, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto set their hands and seals the day and year above written.

William H. Haller (Seal)
W. Patterson (Seal)

Signed and sealed in the presence of,

Exhibit
"A"

H. H. LITTLE,
Stenographer and Notary,
Room 510 COLUMBIA BUILDING,
NORFOLK, VA.

Exhibit "B"

BUILDING SPECIFICATION

Three Houses at Norfolk, Va.

Lieut. L. W. T. Waller, Owner.

William J. Marsh, Architect.

S P E C I F I C A T I O N

of labor and materials, required for the erection and completion of three dwelling-houses, for Lieut. L. W. T. Waller, to be built on Lots 3, 4 and 5, Block 1, of Ghent, New Norfolk, Va. according to drawings made for the same, by William J. Marsh, architect, No. 1503 Pennsylvania Avenue, Washington, D. C.

Drawings.

The several drawings herein referred to, consist of:-

Foundation, Floor and Roof Plans,
Front, Side and Rear Elevations, and
Longitudinal Sections,

all drawn to a scale of one-quarter inch to the foot.

There are also Framing-plans, and Detail-drawings for exterior and interior work, drawn to a larger scale or full-size, which with the above, show all the dimensions and design of the work, and are to be accurately followed.

In all cases, figures and notes, are to take precedence of the scales, or proportions of the drawings.

The contractor is not to alter the drawings or designs, and he will promptly call the attention of the owner, to any variations at the buildings, necessitating any change from the original drawings or designs.

The drawings are to be used for these buildings only, and are to be returned to the architect, at the completion of the several branches of the work.

G E N E R A L C O N D I T I O N S

The contractor is to give his personal supervision to the work and will provide all materials and labor, necessary for the substantial execution, and completion of all the work described, shown or reasonably implied, in the drawings and specification, including all transportation, scaffolding, apparatus and tools, to the entire satisfaction of the owner and architect; he will obtain and pay for all permits, and give all requisite notices, and will be responsible for all violations of the City Regulations, regarding lights, work or materials.

All materials are to be new, and the best of their respective kinds, all workmanship is to be first-class, and any work that is unsound, defective or not in keeping with the drawings and specification, shall be immediately removed, or made good by the contractor. Patching or hiding of defects will not be permitted.

The contractor is to maintain proper guards, and will avoid all injury to adjoining property, and, in event of such injury occurring, will become responsible for, and will make it good to the adjoining owners.

The contractor is to abide by, and comply with the obvious in-

3.

tent and meaning of the drawings and specification, and is not to avail himself of manifestly unintentional errors or omissions therein, should any exist, nor fail to make plural and perfect, parts obviously so intended, though singly shown, or insufficiently expressed, for the sake of brevity, or to avoid needless repetition.

The contractor will provide suitable protection to all openings, to keep out the weather, and will otherwise protect his work from damage during the progress of the building, and will promptly remove all rubbish and dirt, resulting from the operations, and deliver up the whole in perfect and clean condition.

+ Imperfect work, such as settlements, shrinkage, etc. of any description, resulting from the use of defective materials or improper workmanship, and occurring within one year after the completion of the work, shall be made good by the contractor at his own cost.

The contractor is to include everything required to finish the houses complete, excepting the mantels, the finished fire-places and hearths above the basement, and the gas-fixtures.

A temporary tool-house will be built on the site, and the contractor will furnish a competent foreman, also such watchmen as he may deem necessary, and will not hold the owner responsible for any loss of material, or damage to material or completed work.

Excavation and Grading.

The ground to be occupied by the houses and areas, will be

4.

excavated the full depth shown on sectional drawings, which is four inches below level of basement floor. Trenches for walls and piers, will be 12 inches deeper, and the main excavation will be 12 inches wider all around than the walls, and after the walls are set and dry, the space is to be filled in, and the earth rammed.

Excavation for porch piers will be 18" below ground level.

X A sufficient quantity of earth for grading the front terrace, will be banked temporarily in the rear of the lot, but all other earth excavated, is to be removed from the premises as soon as it is dug out; all hauling to be done from the rear, and not across the front side-walk.

As soon as the houses are sufficiently near completion, the front terrace will be graded to the lines shown on sectional drawings, and sloped at ends to join the adjoining terraces.

Sodding.

The front terrace will be covered with six inches of rich garden loam, around the edges of which, and including the front slope, will be laid good sod, rolled and leveled. The balance of the terrace to be sown with fine lawn-grass seed.

Paving.

The terrace-walks from sidewalk to the entrance porches and area, shaped as shown on plans, will be paved with best red Granolithic, on foundation of broken stone. The granolithic walks for the end houses will extend on the side, to the rear end of porches.

5.

A walk, paved with best red paving-brick on foundation of gravel and sand, will be made on the sides of the end houses, from the rear end of entrance porches, to the rear areas, as shown.

Cement Work.

The basement and areas will be leveled off, and paved with concrete of broken stone, gravel, sand and Saylor or Hoffman cement, 3 inches thick, including top dressing 1 inch thick, of equal parts cement and sand, well troweled. This top dressing will be omitted in rooms which have wood floors.

Area floors will be three inches below basement floor, and will be graded with proper fall towards traps.

F O U N D A T I O N S .

All brick walls, inside and outside, will have footings of concrete, 12 inches deep, and 18 inches wider than the walls resting upon them. Concrete will be composed of one part fresh SAYLOR or HOFFMAN brand of Rosendale cement, from the barrel, to which will be added two parts of sharp, clean sand, and when these are thoroughly mixed there will be added four parts of broken stone, no stone to be larger than a two-inch cube. The whole to be dry and thoroughly mixed, and will have as little water added as may be necessary to cause the cement to set. The concrete will be mixed in small quantities, and immediately placed in the trenches in layers six inches thick, and rammed until the cement flushes at the

top. The trenches will in all cases be filled out with concrete where the sides may be broken down, and boards will not be put up to confine the concrete to any certain width.

B R I C K - W O R K

Mortar.

All the lime-mortar will be made with best fresh-burned lump-lime and clean sharp sand, free of salt or loam, mixed in proportion of one of lime to two of sand.

Cement.

All cement will be fresh SAYLOR or HOFFMAN brand of Rosendale Cement, furnished in barrels and not in sacks, and cement-mortar will be composed of one part cement, one part lime and two parts sand.

Bricks.

All the bricks used in the work will be of perfect shape, sound and well-burned throughout, all to be laid wet, in a first-class manner, with joints thoroughly flushed up with mortar, and bonded throughout with headers every sixth course.

All foundation-walls, chimneys and piers, will be of the dimensions shown on plans, started from the concrete footings, without offset courses, and all that are in contact with earth will be laid in cement-mortar, with struck joints on both sides.

Fronts.

The street and side fronts, above the ground line, will be faced with repressed sand bricks of The Calvert Brick Co. of uniform dark color, laid to show one course of headers every sixth course. In bonding the work, care will be taken to avoid the use of two-inch closures on face of wall.

These fronts will be laid with sunk tooled joints, in black mortar made of fine sand and lime-paste, colored with PECORA stain.

The corner piers in porches of end houses, will be of hard brick solidly laid in cement-mortar and faced the same as front walls.

The flat bonded arches of street and side fronts, will be ground to required radius, with each brick of arch shaped symmetrically, the joints running to a common centre.

The cornices will be as shown, with corbels and dentils of bricks the same as the walls; the air-holes in gables, will have wire netting built in behind them to keep out sparrows.

The pressed brick courses and bands will be as shown on elevation drawings, laid in red mortar. Pressed bricks to be a shade lighter in color than body of wall.

The walls of front area of middle house, will be faced with bricks the same as for fronts.

Bricks with 1-inch rounded corners will be used as shown for angles of corner piers in porches of end houses.

The figures for height of window-sills are to be adapted to the brick courses, and bricks will not be split to obtain a particular height.

At the completion, the street and side fronts will be cleaned down with muriatic acid, but will not be oiled nor colored.

Rear Walls.

The rear walls and walls of rear areas, will be faced with hard bricks in ordinary lime-mortar colored black with PECORA stain with struck joints; the rear walls to have a corbelled cornice under hanging-gutters.

All walls in basement will be of hard brick, and the walls not to be plastered, will be finished neat, with struck joints.

All other work will be of sound merchantable brick, but no salmon bricks are to be used below the first story floor.

All walls are to be well bonded with one course of headers to six courses of stretchers, all headers to be whole bricks. All walls are to be carried up simultaneously and as equally as possible, and bearing-walls will be built so as to leave ends of timbers free for the circulation of air. Relieving-arches will be turned over all openings in brick walls. The last ten courses of fire-walls and chimneys, will be laid in cement-mortar, on course of slate.

Slate courses.

A course of heavy slate bedded in cement, will be laid the full width of all walls at basement floor level, and a second course

in exterior walls, two courses above ground level.

All brickwork will be properly protected from the weather, and replaced if in any way injured, and all sills will be pointed-up under, on completion of the work.

Cement Plastering.

All house walls that come against earth, from the concrete footings to the ground line, will have a coat of cement-plaster on the outside, $\frac{3}{8}$ -inch thick.

Pitch.

The inside of all outside walls, the full height, excepting rooms in basement not to be plastered, will be covered with a heavy coat of hot pitch, before being plastered.

Chimneys.

The chimneys will be carefully built, all withes to be four inches thick, and all flues properly pargetted the full height, with turns formed to keep the same area of flue throughout.

Brick trimmer-arches supported ^{not in} on iron bars, will be turned to all fire-places, on centres, and the haunches will be leveled up to receive hearths. The fire-places will be built with rough brick-work with arches over, carried on ^{not in yet} iron chimney-bars, $\frac{1}{2}$ " x 2", and 8" longer than openings, the back of the arches to be cut to make the soffits the same width as the iron bars.

The brickwork above the hot-air pipes that enter walls and chimney-stacks at basement ceiling, will be carried on iron plates,

spanning the pipes.

Terra-cotta thimbles will be furnished as required for furnace and other basement smoke-flues.

Range Work.

The walls behind ranges in kitchens, will be faced with red pressed brick from floor to ceiling, laid in red mortar and cleaned with acid on completion. The range-hearths will be of pressed brick laid flat, jointed with cement and not sand, cleaned off with acid on completion. The connection with range smoke-flue will be with an 8-inch terra-cotta thimble. The kitchen ventilating flues will be carried up and finished the same as the smoke-flues.

The finished hearths and fire-places above the basement will be furnished and set by the owner. The rough brickwork of First Story Hall fire-places, will be recessed four inches on the front, as shown on plans, for the finished facing 4',6" high, and above this point, the rough work will be projected to the front line of fire-place and carried up to ceiling.

Brick-nogging.

All stud-partitions throughout the houses, will have at base two courses of salmon brick, solidly laid in mortar.

The spaces between wall-plates and roof-rafters, front and rear, will be filled in with brickwork 9" thick.

5" x 13" cast-iron ventilators for roof space, will be set in the rear walls, as required and shown.

Channels for hot-air and other pipes, will be left or cut in

walls where required or shown, and in front walls, pipe-sleeves will be built-in where directed, for street washer and gas supply-pipes.

I R O N W O R K .

There will be one rolled iron beam 10" high, 12',6" long, weighing 105 lbs. per yard, set where indicated over bay-window in Dining-room of middle house.

Also similar sized beams 7',6" long from corner piers of end houses to the front and side walls, as marked on plans.

These beams will be drilled and furnished with all necessary bolts and 1" bearing-plates, and built out each side with joists to the full thickness of walls above them.

Furnish and set where shown on plans, on side of each end house, a 20" x 20" cast-iron coal door and frame.

All minor ironwork, straps, bolts, etc. will be furnished as specified under other branches of the work.

S T O N E W O R K . ✓

The basement door and window openings, and all rear windows, will have sills of quarry-dressed bluestone, 3" thick, and 4" longer than openings. Sills will be 6¹/₂" wide for windows, and the full thickness of walls for door openings.

The front and rear areas will have copings and steps of quarry-dressed bluestone, 3" thick, the steps to have brick risers.

The steps in walks on side of end houses, will be similar.

12.

The post-piers of entrance porches, will have 8" x 8" blue-stone caps, 3" thick, with dowels.

Provide proper spout-stones for down-spouts on sides.

Where shown on Elevations, the First and Third Story windows of front and sides, will have slip-sills of slate, $1\frac{1}{4}$ " thick, and 8" wide, set with a slight wash.

All other stonework of front and sides, will be the red sandstone from the quarries at Sanford, North Carolina.

The sills at entrance doors will be 6" high, the full width of walls, 4" longer than openings, and cut with a slight wash.

The Second Story windows will have sills 5" high, $6\frac{1}{2}$ " wide and 4" longer than openings, cut with washes.

The First and Third Story door and window lintels will be $4\frac{1}{2}$ " thick $8\frac{1}{2}$ " longer than openings, and of the heights marked on elevations.

The First Story windows and entrance door of middle house will finish at porch ceiling without stone lintels.

The facings of all window sills and lintels of front and sides will be a slight rock-face.

The terrace steps will be of Sanford stone, with rock-faced ends without cheek-blocks.

P L A S T E R I N G .

All laths will be of best seasoned pine, free from knots,

bark or stains, all laid $\frac{3}{8}$ " apart, breaking joints every six courses, and over all openings.

The first coat of plaster will be made with fresh-burned lump lime, and clean sharp sand, free from salt or loam, well mixed with $\frac{1}{2}$ bushel of best long cattle hair, to each cask of lime, thoroughly worked and slacked at least two weeks before using; all to be well troweled, straightened with a straight edge, made perfectly true and brought well out to the grounds.

The ceilings of fuel rooms in basement, will be lathed and plastered one heavy coat, well troweled and smoothed.

All other rooms in basement, and all walls, furrings, stud-dings, soffits of staircases, partitions and ceilings above the basement, will be plastered best three coat work, the hard finish to be gauged with Plaster of Paris, and the plastering will be carried to the floor everywhere.

The junction of all brick walls with stud partitions, will be covered with wire-lathing, and all hot-air-pipes passing through partitions, will have perforated metal-lathing around them, and the plastering brought up close to the pipes.

None of the lathing or plastering is to be done around any hot-air-pipe until the heating work has been formally approved by the architect.

There will be no plaster-of-Paris cornices.

There will be cast plaster centre-pieces 18" in diameter, in

parlors, dining-rooms and first story halls.

All plastering is to be pointed-up, repaired, cleaned of all marks and blemishes and left perfect at the completion of the houses.

S L A T E - W O R K .

The steep roofs of front, sides and rear, the roofs of entrance porches of end houses, and the roofs and sides of dormer-windows, will be covered with best selected black Buckingham slate, over heavy rosin-sized roofing-paper in proper manner; slates to be full three-sixteenths in thickness, with level surfaces and corners cut square and full, drilled for nailing, and held with galvanized nails.

The slates for main roofs will be laid 8" to the weather, and for dormers and porches, 6" to the weather, the slates at hips to be doubled, forming roll effect.

All valleys, hips and ridges will be made "close", by flashing-in pieces of tin painted on both sides before being used. All other necessary flashing under windows, and around chimneys, gables, dormers and firewalls, will be done with similar tin.

The upper courses of slates will be bedded in Purcell's Elastic cement.

T I N a n d G A L V A N I Z E D I R O N W O R K .

The deck-roofs will be covered with I. C. roofing-tin, the

"WAYNE HAND COATED" brand, sheets 20" x 28", each to be stamped, laid with standing lock joints, over heavy rosin-sized roofing-paper, made perfectly secure with clips 14" apart, and properly flashed and counter-flashed into brickwork.

The roofs of the dining-room bay-window, the second story oriels, and the servant's water-closets, will be covered with the same tin, laid with flat joints.

The hanging-gutters in rear and to roof of dining-room bay, and the rear down-spouts, 4" in diameter, will be of the same tin. Gutters will have Berger's iron hangers, 30" apart, and down-spouts will have iron fasteners, and proper shoes at discharge.

The top of the fire-walls will be covered with the same tin, the top to be set with a slope towards the deck-roof to prevent water from running down face of walls.

A galvanized-iron ventilating skylight, 4 by 5 feet, of approved make, and glazed with heavy ribbed glass, will be placed in each deck-roof, above the staircases, directly over ceiling-lights. There will be two galvanized-iron ventilators, 12" in diameter, with STAR caps, set in each deck-roof where indicated.

As shown on drawings, the front of dormer-window of middle house, and the moulded copings to main and dormer-window gables of front and sides, will be of No.24 galvanized-iron, shaped as shown on detail-drawings, one member of front dormer cornice and gable, to be dentilled.

The hanging-gutters of front and sides, and to porch roofs, and the down-spouts on fronts and sides, will be of same galvanized iron, the gutters to have Berger's hangers, and the down-spouts 3" in diameter spiral, will have ogee goosenecks at upper ends, and proper shoes at discharge. All to be securely fastened to brick-walls with iron hooks and straps, soldered together at joints.

The hanging-gutters to porch roofs will have a discharging spout at one end, shaped as shown, without a down-spout.

The junction of front and deck roofs, the ridges, and the upper part of porch roofs, will have small roll cresting in same galvanized-iron.

C A R P E N T E R W O R K .

All rough lumber is to be thoroughly seasoned, free from all defects, and unless otherwise specified will be of Virginia pine; all to be put together with cut nails.

Joists.

The First Story joists will be of 2" x 12" stuff, Second and Third Story joists of 2" x 10" stuff, all laid 16" on centres, cut with splayed ends, with bearings of not less than 4 inches, properly framed around chimneys and staircases, and doubled where framed and under partitions. Headers will be framed into trimmers with tenon, and pinned, and all headers carrying more than three tail-beams, will be reinforced with iron stirrups and bolts. Tail-beams will

be framed into headers with tenon and tusk, and pinned.

The first story joists will run fore and aft, and the second^{and} third story joists will run across the houses in single lengths.

Where necessary to wedge up joists, slate or brick is to be used and not wood.

All floor joists will be bridged once in every seven feet, with a straight continuous row of double herring-bone cross-bridging, of $1\frac{1}{2}$ " x 3" pieces, cut in and nailed with two nails at each end of each piece.

Each floor of joists will be anchored to walls with wrought iron straps, $\frac{1}{4}$ " x 2", and 20" long, turned up at ends, and properly secured to joists. There will be six of these to each tier of joists.

Third story ceiling-joists will be 2" x 8", set 16" on centres, and properly bridged.

Roof-rafters will be of 2" x 10" stuff, 20" on centres, notched on plates and spiked.

Wall-plates will be of 3" x 10" stuff, anchored at ends, and every six feet, with $\frac{1}{2}$ " iron rods, 3', 0" long, turned down at ends.

Roofs will be covered with No. 1 roofing-boards 1" thick, securely nailed at every bearing.

Wooden lookouts will be built in as required for cornices, the soffit of cornices to be sheathed with matched boarding, as shown on detail-drawings.

Dormer-windows will be built as shown, and sheathed same as for roofs.

The dining room bay-window, and the second story oriels, will be sheathed on outside with white pine, laid over one thickness of rosin-sized sheathing-paper fastened to studs, the underside of the projections to be sheathed with tongued and grooved stuff, and the junction of the woodwork with brick wall will be properly flashed with tin. The bay and oriels will finish with frieze and cornice mouldings as shown, all of white pine.

The entrance porches will be substantially built as shown, the floors framed with 2" x 8" joists and covered with 1¹/₄" hard pine tongued and grooved flooring, well nailed, and with outer edges rounded. Steps will have 2" x 12" carriages, 18" on centres, the outside ones to be cased, risers of 7/8" white pine, and treads of 1¹/₄" hard pine, with moulded nosings, returned at ends. The remainder of porch work will be of white pine, posts will be cased 5¹/₂" square, with moulded caps and bases, hand and foot rails, 1³/₈" balusters, and dentilled cornices, all as shown. The porch ceilings will be sheathed matched boarding, finished with bed-moulding all around. The balcony of porch of middle house will be framed with 2" x 8" joists, with 1¹/₄" tongued and grooved floor, covered with heavy canvass duck, laid with lapped joints and made watertight. The outside edge of balcony cornice will be covered and flashed with tin, and a gutter formed as shown. Balcony will have posts with turned tops, and rail and balusters similar to porches.

The servant's water-closets in rear areas, will be enclosed with matched boarding, and have door with proper fittings, and a small glazed hinged sash on one side with fastening.

Interior work.

Floors.

None of the floors will be doubled.

The first story floor will be of No. 1 Georgia pine, $\frac{7}{8}$ " thick, of an even width of 3 inches, laid in long lengths, the joints spaced symetrically, and none of the pieces to be shorter than 5', 4".

The second and third stories will have a floor of No. 1 Virginia pine, $\frac{7}{8}$ " thick, not over $3\frac{1}{2}$ " wide, laid in long lengths, no pieces shorter than 4 feet.

The entire surface of floors of first, second and third stories will be planed off, except in closets. The planing to be done at the completion of the houses, and after all heavy work is done.

The fuel-rooms will not have a wood floor; elsewhere in basements, the flooring will be of Virginia pine, not over 4" wide, laid on 2" x 3" sleepers, and at completion of the houses all irregularities will be planed off.

All flooring will be tongued and grooved, driven tight and blind nailed, and none of it is to be laid in wet weather, or if the boards are not thoroughly dry.

The floors in closets will be smoothed of the same as for base-

ment floors. Where necessary to get at pipes, flooring will be put down with screws.

Partitions.

All partitions will be set with 2-inch by 4-inch studs, 16" on centres, doubled at doors and angles, and all partitions that come directly over those below are to bear directly on the partition cap; other partitions will rest on soles 2" x 5¹/₂".

All openings in partitions which extend through more than one story, or which carry joists, and all partitions not supported from below, will be trussed.

All partitions will be bridged with two rows of angular bridging of 2-inch by 4-inch pieces cut in, and nailed with two nails at each end; the direction of bridging to be reversed in each row.

The arches in first story halls will be formed with elliptical heads, and those in second story front bed-rooms will be segmental.

All openings in brick walls will have segmental wood lintels over them, and all centres, and wood bricks for inside finish will be furnished and set.

Continuous grounds for baseboards will be set at required height, and elsewhere grounds will be put up as required for the inside finish.

Windows.

All window frames and sashes will be stock work, standard sizes.

All windows in basement, will have $1\frac{3}{4}$ -inch rabbeted pine frames, and $2\frac{3}{4}$ -inch sills, fitted with $1\frac{3}{8}$ -inch sashes, hinged at sides.

The solid frames in first story hall, and second story bedrooms of end houses, will be similar to basement frames.

All other windows above basement will have boxed frames with sashes and with 2-inch sub-sills, pitching $1\frac{1}{2}$ ", beads and pulley stiles to be of hard pine, and the inside casings grooved for finish. Sashes will be in lights as shown $1\frac{3}{8}$ " thick, with moulded sash bars, and counterchecked meeting rails, all hung over pulleys with turned wheels and steel axles, with best braided cord and perfectly balanced iron weights.

Cold air frames will be made without sash.

Windows will have segmental pieces over them where shown, and the second story window, opening upon balcony of middle house will be made with jib-doors.

All windows above the basement, will have stock outside blinds, $1\frac{3}{8}$ " thick, in two folds, all with fixed slats. These blinds will be hung with plain iron parliament butts, and fitted with sill catches, and Zimmerman's bar fasteners to hold them open. All blind hinges are to be oiled and left in smooth working order at completion.

Blinds to mullioned windows will be hinged together to fold on one side.

not done

All window sills will be covered with heavy sheathing paper when first set, and protected from damage by rough board casings fitted over them.

Interior Finish.

All the interior finish, except for staircase, will be of No. 1 white pine, mill stock, selected designs, thoroughly seasoned and free from knots, sap stains or other discolorations or imperfections, well smoothed and sand-papered before being put up.

Baseboards.

The baseboards in principal rooms and halls will be 7" high with 1 1/2" moulded top, and a 1/2-inch by 1 1/4-inch base strip put down after the floors are planed.

The baseboards in basement and in closets will be 7/8" by 6" plain pieces with rounded or beveled top.

Architraves.

Architraves in principal rooms and halls will be 7/8" by 4" moulded on face, with turned corner-blocks, and moulded plinths.

The architraves to windows will have suitable stool-caps 1 3/8" thick, with aprons.

The window-seats in third story dormer-window, will have a moulded nosing and plain riser.

The architraves in basement and in closets will be 7/8" x 3" stock mouldings.

Where indicated windows will have jamb casings on inside.

None of the architraves are to be spliced, and no finish is to be pieced, when the total length is less than 14 feet, and all is to be put up in a most thorough manner by careful and experienced workmen.

All standing finish will be put up with fine wire or finish nails, and nails will be set in for puttying.

Doors.

The principal entrance doors will be $2\frac{1}{4}$ " thick, with six moulded and beveled panels, and moulded rabbeted jambs $1\frac{3}{4}$ " thick. The entrance door to middle house will have impost and transom as shown. The glass of door transom will be set in rabbett of frame without sash.

The outside doors in basement will have 2-inch rabbeted frames, the doors to be $1\frac{3}{4}$ " thick, with panels below and with upper part glazed in lights as shown.

The first story sliding-doors will be $1\frac{3}{4}$ " thick, with seven moulded and beveled panels. These doors will be hung with Coburn's trolley sliding-door hangers, the bottom of doors to be grooved to run over the usual metal guide fastened to floor in slot of partition.

Other first story inside doors will be $1\frac{3}{8}$ " thick, 5-paneled.

All doors in second and third stories will be $1\frac{3}{8}$ " thick 5-paneled; the jambs to be $1\frac{3}{8}$ " thick rabbeted on one side.

All doors will be stock doors, standard sizes, with quarter-

round mouldings, tenoned, and thoroughly glued and wedged up, and mouldings around panels will be worked on the rails and stiles, the panels to be left free for shrinkage.

All inside doors in basement will be $1\frac{3}{8}$ " thick, four panels, with $1\frac{3}{8}$ " rabbeted jambs.

Doors marked "sash doors" will be made with upper panels glazed.

Bed-room doors so marked will have imposts and ^{pivoted} transoms and sashes.

All folding doors will have bevelled thresholds of ^{Ash} ~~cherry~~ and plain wood stops placed behind them.

Staircases.

The main staircases will be built on three 2-inch by 12-inch carriages, and will have $1\frac{1}{4}$ -inch treads and $\frac{7}{8}$ -inch risers, of Georgia Pine, tongued and grooved together and housed into strings.

The staircases will be built with closed string, formed of two $\frac{7}{8}$ -inch white pine pieces with moulded edges, and $\frac{1}{4}$ -inch by $\frac{3}{4}$ -inch moulded strips planted on, forming panels.

The spandrels and doors in first story will be of white pine, paneled and moulded the same as for first story sliding-doors.

All newels, hand rail, balusters and capping of outside string will be of Ash. The starting newels will be boxed $4\frac{1}{2}$ " square, with paneled sides and moulded bases and tops. The upper newels will be boxed 4" square with chamfered edges and moulded caps and drops. Hand rail will be moulded both sides, $2\frac{3}{4}$ " by $3\frac{1}{2}$ " in size, with curve at starting newels, but without ramps at upper

newels. Balusters will be $1\frac{3}{8}$ " square and round; spaced 3" on centres.

The bases at starting of staircases, will have plain panels and moulded cappings.

All the finish about staircase will be in accordance with the detail drawings.

As soon as completed all stepping will be covered with sheathing paper, fitted close, and held in place with wood strips.

The basement and pantry staircases will be built on 2" x 12" carriages, with $1\frac{1}{4}$ " treads and $\frac{7}{8}$ " risers, with simple posts, and rails of matched boarding with rounded piece on top. The offset in side walls of staircases will be covered with a simple wood finish.

Closets.

Bedroom closets will be fitted up with shelves as marked on plans, with beaded edges and wall-strips, and 3-inch beaded rails all around, with japanned hat and coat hooks 6" apart.

The second and third story hall closets will have three wide shelves as shown, with beaded edges and wall strips.

Pantries.

Each dining-room pantry will be fitted up as shown on drawings, with table for sink with back-board under window, and with open space under. The table-top to be of Ash, with rounded edges and drip-grooves.

The space between dumb-waiter and end wall, will be filled with a cupboard, with counter-shelf, and open space between counter-shelf and cupboard. Cupboards will extend to ceiling with simple crown-moulding, and will be fitted with $1\frac{1}{3}$ " glazed doors above, and paneled doors below counter-shelf, and will have shelves spaced about 12" apart. A similar cupboard 5',0" high will be placed at end of each pantry, beginning 3',6" above the floor, above the pantry stairs.

On side of pantries, opposite dumb-waiter, two open shelves will be put up, with beaded edges, wall strips and bracket supports.

The dumb-waiter shaft will be sheathed with dressed stuff, and fitted with "New York Safety" apparatus complete, and paneled doors in each story hung with weights. The dumb-waiter box will have two shelves, and will run in hard wood slides.

The kitchen pantries and store rooms will be fitted up with wide shelves as indicated, substantially built on wall cleats and plain square standards, and hook strips will be put up on one side as directed with heavy iron hooks.

The dressers in kitchens will be the full height of room, with counter-shelf, and open space above, paneled doors above and below, and beaded shelves 12" apart. Dressers will finish at ceiling with a simple crown-moulding, and the lower part will have 10 heavy iron hooks inside.

The kitchen sinks will have an Ash top with drip grooves, and hook strips with hooks will be put up near sink. Beaded boards will be run where required for plumbing pipes.

China closets.

The china closets in dining-rooms will be built in thickness of partitions, and will have counter shelf and same architrave finish as for doors and windows, and $1\frac{1}{8}$ " glazed doors above and below with mullions, and shelves spaced about 12" apart, or as directed.

Scuttles.

The scuttles in deck roofs will be made 2',6" x 3',0" with rabbetted frames and covers, tinned on outside, made tight and furnished with iron handles and bar fasteners.

The trap-doors in third story ceilings will be made of light pine, and fitted with handles and fasteners.

A fixed ladder will be sheathed and trimmed in thickness of partition to reach each trap-door, and rough ladders will be built between trap-doors and scuttles in roofs.

The ceiling-lights over staircases will be trimmed with architraves, and have $1\frac{3}{4}$ " sashes divided as shown, with small corbels and ventilating spaces all around. The spaces between ceiling-lights and roof skylights will be made cased shafts, with openings for ventilation.

Sashes will be made for partitions in basements, where indicated, and shelves will be put up as required for gas-meter and electric battery.

The fuel room side of stud partitions will be sheathed with tongued and grooved stuff.

All jobbing usually called for and required will be done, floors will be cut for hearths, and $1\frac{1}{2}$ " x $2\frac{1}{2}$ " beveled Ash borders will be fitted neatly around, and cutting and repairing will be done around pipes, etc.

The contractor is to provide all necessary conveniences, including spittoons, for the use of all persons employed on the work, and will prevent careless or indifferent workmen from defacing or injuring any part of the buildings, and in event of any such injury or disfigurement of any kind, will make it good and perfect at the completion.

H A R D W A R E .

All the hardware required will be furnished by the contractor, and applied in a first-class manner, especial care being taken to protect the pieces from injury or soiling until the completion of the house.

The main entrance doors will be hung with three $4\frac{1}{2}$ " x $4\frac{1}{2}$ " plain bronze butts with loose joints and round tips, and will have heavy front door $7\frac{1}{2}$ " by 4" four tumbler mortise locks with anti-friction latches, easy spring, night latches and thumb bolts, with plain bronze faces and striking plates, fancy plain bronze lock plates and oval knobs.

The sliding-doors will be hung with Coburn's trolley hanger

and will have metal guide inside partition, at floor, running in groove in bottom of door. These doors will have square-faced 4" three-tumbler sliding-door mortise locks with spring catch-pull and strike, flush escutcheons with drop handles, and keys all of plain bronze.

All inside folding doors above basement will be hung with 3 $\frac{1}{2}$ " x 4" Japanned butts with loose joints, steel washers and round tips and will have 5 x 3 $\frac{1}{2}$ " three-tumbler mortise locks with brass faces and striking plates, turned wood knobs, japanned roses and escutcheons and steel keys.

Locks for closet doors to be 3 $\frac{1}{2}$ " x 3 $\frac{1}{4}$ ", otherwise the same as for room doors.

All closet doors will have knobs on both sides and all bed room doors will have Ives patent mortise brass bolts on sides, placed above the locks.

All doors in basement will be hung with plain japanned butts, and will have locks as specified above, with brown mineral knobs and japanned roses and escutcheons.

The outside doors in basement will have heavy flushed bolts with knob handles.

All cupboard doors, including china closets, will have best cupboard locks, and japanned butts.

Sash to casement windows above basement will have japanned butts, and brass mortise bolts and catches.

All sliding sashes will have "Champion" sash locks in brass, and the lower sashes will have two-hook-lifts in brass.

The bedroom transom sashes will have "Wollensack's" transom lifters, to hold them open.

All swinging sashes in basement will have japanned butts, bolts and stay hooks, to hold them open.

All other minor hardware usually required will be furnished, and all is to be submitted to the owner for approval at least two weeks before it is put on.

P A I N T I N G .

All woodwork will be properly prepared for painting or oiling, covering and killing knots with shellac, puttying up, sandpapering, etc.

All outside woodwork will be primed as soon as it is put up, with Lewis' Pure White Lead and pure linseed oil, and will be painted two additional coats of lead and oil in bottle-green color.

All galvanized-iron and other metal work will be painted to correspond with woodwork.

The tin roofs will receive two coats of best metallic paint.

All the inside painting work will be done with Lewis' Pure White Lead, and pure linseed oil.

The inside woodwork of basements and pantries, will be finished with a filler, and two coats of Berry Brothers' Hard Oil Finish, in the usual manner.

All other inside wood finish, excepting staircases, will be

primed, and painted two coats of oil and color, thoroughly smoothed and left with a dull surface; the colors to be as selected by the owner.

The hard wood finish of staircases will have a light colored filler, and two coats of Berry Brothers' Hard Oil Finish, rubbed down with fine sandpaper after the first two coats, and flatted with pumice-stone and oil after the last coat, to a dull finish.

All work will be thoroughly smoothed and putty-stopped, after the first coat and before the last coat; the putty to be darkened to match the final color of the wood.

The floors of principal rooms and halls above the basement, including the staircases, will receive a coat of Berry Brothers' Elastic Floor Finish, after they are planed off.

All drain and water pipes within the houses, and the outside of the iron bath tubs and sinks will be painted two coats of cream white.

The door stops and wooden bell-push plates will be painted to correspond with adjoining woodwork.

G L A Z I N G .

All windows above the basement will be glazed with the best, double-thick, American cylinder glass, all carefully selected and picked out.

All other windows and outside doors in basement will be glazed with best single thick American glass.

All glass to be well bedded, puttied and sprigged.

The front door transom of middle house will be glazed with selected double thick American glass.

The ceiling-lights over staircases will be glazed with amber colored muffled glass.

Interior sash doors, and partition lights and door transoms will be glazed with double thick ground glass.

S P E A K I N G T U B E S & B E L L S .

Speaking tubes with nickel-plated whistles at ends will be run in most careful manner from points marked on second and third story halls to kitchens.

Mechanical bells of different tones will be put up in best manner to ring in basement halls, from all main entrances, and the front basement door of middle house. The pulls to correspond with hardware of doors.

Electric bells will be put up with annunciators in kitchens complete with battery and insulated wires to ring from parlor, dining room, and second story bedrooms. The connection in dining-rooms to be from the floor with attachment extending to top of table.

There will be a push in each second story front bedroom connected with bell in servant's room in third story.

The bell pushes in parlors will be pearl with flush plate in plain bronze. Other pushes will be celluloid in turned wood plates

H E A T I N G .

Furnish and set where shown in basement of each house, one No. 40 Bibb's Sanitary portable furnace, to properly heat the house to 70 degrees in zero weather, complete with galvanized iron smoke-pipe, hot-air pipes, register-boxes, registers, dampers, and one set of fire tools.

Each furnace will be set on a substantial base of brick masonry laid in cement, the cold air box under the furnace to have a cement bottom.

The cold air ducts will be of galvanized iron strongly secured and will have dampers and fine wire netting, over inlets.

The smoke-pipes will have dampers and open air valves, and the furnace and smoke-pipes will have tin shields over them.

All hot-air-pipes will be of bright tin, each room to have an independent pipe, each pipe will have a damper near furnace and all that pass through floors or stud partitions will be covered with asbestos felting and the adjoining woodwork will be covered with bright tin.

The heat pipes crossing pantry ceilings will also be covered with asbestos felting.

Hot-air-pipes will be built in as the walls go up, wherever practicable.

All register-boxes will be doubled, and the brick-work above registers will be carried on an iron bar.

All heat-pipes passing through walls in basement will have perforated sheet iron around them to be plastered to.

The registers in each first story hall, parlor and dining room will have bronzed faces, all other registers will have faces of black japanned iron. The patterns for register facings to be selected by the owner.

Ranges.

Furnish and set up in each kitchen one No. 8 Hubbard Danube portable range, complete with iron shelf, ovens, water-back and couplings, and warming closet.

The ranges will be cleaned and left neat at completion of the houses.

A galvanized-iron ventilating canopy will be built at ceiling over each range, and the ventilating opening will be fitted with a wire register facing.

P L U M B I N G .

The sewer under sidewalk will be tapped, and a 5-inch cast iron pipe for each house connected with it. These pipes will be laid at a uniform grade with leaded joints and tested as required by the Plumbing Regulations.

A running trap with clean-out pipe of same size as the sewer will be located in front parking of each house, and a 4-inch fresh-air-pipe, with inlet 6" in diameter with perforated iron cap will be provided on the side of the trap as directed.

A four-inch cast iron pipe will connect with the running trap, to extend from there to each soil-pipe at rear, with all branches connecting with all fixtures.

All down-spouts will discharge on area pavements, or spout stones without connection with sewers.

Each area, front and rear, will have a 4-inch cast-iron P-trap and grating.

The cast iron pipes below ground will be coated inside and out with asphalt or coal tar applied hot, and shall weigh about as follows:

For five-inch pipe, not less than 17 lbs. per foot.

For four-inch pipe, not less than 13 lbs. per foot.

For two-inch pipe, not less than $5\frac{1}{2}$ lbs. per foot.

All fittings will correspond in weight with the pipes.

All wrought pipes and fittings used, will be galvanized.

Soil and Waste Pipes.

Where shown on plans to be placed in a substantial manner for each house, a four-inch cast iron soil pipe, connecting with the cast iron sewer below ground with a Y-branch, and extending two feet above the roof enlarged to 5", with water guard to prevent leakage, and capped with wire basket securely fastened. Soil-pipe will have at lower end a "clean-out" Y-branch, with brass trap screw.

All joints in cast-iron pipes will be made with oakum and

molten lead, well caulked to stand the pressure of a full column of water.

Each basin, bath tub and sink will have a waste of two-inch cast-iron pipe, connecting with soil-pipe, and these fixtures will have connection with the 2-inch cast-iron pipe by short length of $1\frac{1}{2}$ -inch medium lead pipe with traps as hereinafter specified.

The waste from kitchen sinks will be $1\frac{1}{2}$ -inch medium lead pipe and $1\frac{1}{2}$ -inch Dubois traps, connected with four-inch cast iron pipe below floor.

All branch connections will be with Y-branches or one-eighth or long bends where practicable, and all galvanized and cast-iron pipes within the house will be left green, for painting by the house painter.

Ventilation of Soil and Waste Pipes.

Each bath-room water-closet will have a two-inch cast iron vent pipe, connected beyond the water seal of the trap, and connecting with soil-pipe above highest fixture.

All other fixtures, such as sinks, basin and bath tubs will have air pipes the full size of traps extending above the highest fixture, and there connected with the 4-inch ventilating pipe.

Before any of the iron pipes are concealed, all the openings shall be stopped and the pipes tested to an air pressure of 10 lbs. per square inch.

All connections of lead pipe with iron pipe will be made with

brass thimbles full size of iron pipe; all joints on lead pipes or lead pipes with brass thimbles will be wiped, except to basin cocks, which may be cupped. Brass thimbles and lead wastes will be caulked into the hub of cast-iron pipes with oakum and molten lead.

Water Service.

The public water main will be tapped and the water supply of the houses connected with $\frac{3}{4}$ " AA lead service pipe by a brass thimble with wiped joints. This pipe will extend under the house to a point under boiler in kitchen, where connection will be made with iron pipe.

As soon as required, a temporary connection shall be made for mixing mortar.

The water supply from the public main will be laid in a trench cut four feet below the surface, and placed at curb line, or other convenient point, shall be a one-inch T. H. stop-cock of approved make, with extension stop-cock box about it.

All fixtures will have hot and cold water supply, and will be connected with wrought iron galvanized water pipes with malleable iron galvanized fittings, no pipe of less size than $\frac{3}{4}$ -inch shall be used, and none shall be run in a place exposed to severe cold, except in cases of necessity, and then, if so put, shall be protected with some good non-absorbent, non-combustible, non-conducting material in a secure manner.

All pipes will be run with true grade so that all water can be drained from them, and will be thoroughly stayed in place, and those pipes running on ceilings will be supported in a substantial manner with brass pipe holders.

Provide, as required, for each house a hose connection in front wall with valves, connected with the service pipe, inside the house.

Provide a $\frac{3}{4}$ -inch sediment cock under boiler with $\frac{3}{4}$ -inch waste, and a stop-cock on hot water pipe near boiler.

Provide in kitchen under the boiler, a gate valve on main supply, with free-water-way equal to that of the service pipe.

Provide in kitchen shut-off cocks to shut off water from bathroom and first story pantry, to be of approved make, and with drip tubes and wheel handles.

Set Fixtures.

The fixtures shown on plans will be provided and set in each house as follows:-

Basement: one forty-gallon galvanized boiler set on galvanized-iron stand, and connected with water-back of range.

One galvanized-iron sink, size 16" x 30" with brackets, Dubois trap, and two full $\frac{3}{4}$ " finished compression bibbs, in brass, one cock to have nozzle for hose.

One enameled iron hopper water-closet and trap with Morrison valve, set below frost-line, and hard pine seat and cover.

First story pantry: one oval seamless copper sink, 14" x 24", with two nickel-plated pantry bibbs, and 1¹/₄ lead waste and S-trap

Bath-rooms: one "Ejector" syphon water-closet, and trap, all porcelain, with copper lined float valve tank, cased with cabinet finished Ash, all properly connected. Supply pipes to be run on wall boards, and the closets to be provided with stock cabinet finished ash seats and flaps, nickel-plated chains and hard wood pulls

One enameled iron French tub, complete with all fixtures and ~~cherry~~ ^{Ash} rim. Tubs to have nickel-plated double compression bath cock, nickel-plated chains with rubber stops, and lead S-trap, with 2" drain to soil-pipe.

One porcelain 15" wash basin, with 1¹/₄" counter-sunk white marble slab and 8" wall plates, with moulded edges, and rounded corners. Basins will have rubber plugs and nickel-plated chains, with two nickel-plated low down compression cocks, and brass S-trap with wall air pipe.

All exposed pipes and traps in bathrooms except soil-pipe, will be of brass nickel-plated.

The wash-basins and seats of water-closets will be carried on nickel-plated standards.

All fixtures will be set where shown on plans, connections will be made with range after it is set, and all the work will be done in a first-class manner, and warranted for two years except against malicious practices.

G A S F I T T I N G .

All gas piping will be the best quality wrought iron tubes of standard sizes, and cast or heavy malleable iron fittings; no pipe to be less than $3/8$ -inch, and all will be graded so that no water will lay in them, and that no part of pipes can be trapped with condensation.

The supply from meter will begin with $1\frac{1}{4}$ -inch pipe, and graded for different lights in customary manner, the pipes to be secured in place with iron-holdfasts and galvanized-iron straps.

Centre pipes will rest on a solid support, fastened to floor beams at top, and secured to prevent any lateral movement.

Bracket outlets in pairs will be placed at the same height from the floor, and will be tapped into a vertical riser in each case.

Bracket pipes will run up from below and not dropped from above; all connections will be made with screw joints and white lead, and caps will be left on at outlets.

No cement is to be used on either fittings or pipes.

In running the pipes no joists are to be cut, except near bearings.

All nipples are to be the exact length for putting on fixtures, and are to project no more than $3/4$ " from face of plastering.

All outlets are to be verified after the lathing is on, and carefully guarded against being buried in the plastering.

Outlets will be located as shown on plans, and the number of burners, with the sizes of pipes and distances to be run, will be, in accordance with the following scale:

Size of pipe.	No. of burners.	Feet of pipe.
$\frac{3}{8}$ - - - - -	1 - - - - -	6
$\frac{1}{2}$ - - - - -	6 - - - - -	20
$\frac{3}{4}$ - - - - -	20 - - - - -	40
1 - - - - -	35 - - - - -	60
$1\frac{1}{4}$ - - - - -	60 - - - - -	80

Bracket lights in bedrooms will be 5',0" above the floor; elsewhere 6',0" above the floor.

The test pump will be applied before the floors are laid, and after the house is lathed; and all pipes will be left perfectly tight, under a pressure of a 10 inch column of mercury.

The connection with the meter will be made by the Gas Company.

Exhibit
"B"

Littleton W D Waller
V S In Chancery
Elbert Patterson
A P Gomer Clerk Circuit Court \$ 7.12
R R Smith " County " 5.50
A W Baker Sheriff 9.00
Attorney 15.00
Tax 1.50

\$ 38.12

Littleton W. J. Waller, having made
affidavit as required by law, the
officer to whom this summons is
directed is hereby directed to
attach the following real estate
of the defendant E. Tatterson, also
any other estate of the said E. Tatterson
whether in his own hands or in
the hands of other defendants,
[description of Property]

Memo.

First - All the said E. Patterson's interest, at law and in equity, in and to that certain lot, piece or parcel of land, situate, lying and being in the Town of Suffolk in the County of Hansemond, and State of Virginia, bounded and described as follows: Beginning at the Northwest corner of that lot of John F. Pinner's, known as the "Butler Lot" on the South side of East Washington Street, in said town of Suffolk, thence running Westwardly, along said East Washington Street 40 feet to the lot of E. Patterson's, thence running Southwardly, along said E. Patterson's lot 125 feet, thence running in an East course, parallel with said East Washington Street 40 feet to said Butler Lot, and thence along said Butler Lot 125 feet to the point of beginning.

Second - a certain lot, piece or

parcel of land, in the town of
Suffolk, County of Nansemond
and State of Virginia, describ-
ed as follows: Beginning at
the North East corner of East
Washington Street, and that
right of way extending from
said Street to the Norfolk and
Western Railroad and known
as Commerce Street, and run-
ning East along the line of
the said East Washington
Street 42 feet, thence South
in a line parallel with the
said right of way known
as Commerce Street 125
feet, thence West in a line
parallel with said East Wash-
ington Street 42 feet to the
said right of way known
as Commerce Street, thence
running North along the
line of the said right of way
known as Commerce Street
125 feet to the beginning, and
bounded on the North by the
said East Washington Street,
on the East and South by
the lands of John F. Pinner,

and on the West by the said right of way known as Commerce Street.

Third: A certain lot piece or parcel of land in the Western suburbs of the Town of Suffolk, County of Hansemond, and State of Virginia and described as follows: Beginning at a point on the North side of 3rd. Street in West Suffolk 80 feet West of and distant from the North West corner of third Street and Broad Street, and running from said point Westwardly along and fronting on the said Third Street 40 feet, thence running North at right angles to the said third Street in a straight line to the right of way of the Seaboard and Roanoke Rail-Road, thence running Easterly along said right of way to a point thereon in a straight line drawn at right angles to the said third Street, and running North therefrom from the beginning point, thence running South

in such straight line last named to the point of beginning, being lot No. 92 in West Suffolk.
Fourth: That tract, piece or parcel of land on the East side of Commerce Street, immediately in the rear of the said Patterson's land which fronts on said East Washington Street, and described as follows: Beginning at a certain point on the East side of Commerce Street and the South-West corner of the said Patterson's property, and running thence South along and fronting on Commerce Street 40 feet, thence East in parallel lines with the rear of the said Patterson's property to a point in a line of the East side of Patterson's property, if said line was prolonged, thence North in course of such line to the point of beginning. Bounded on the North by the said Patterson's land, East and South by the lands of Jones and Holland, and on the West by

Commerce Street.

Given under my hand this
6th. day of March, 1895.

Littleton W. J. Waller

County of Nansemond, to wit:

I, Merritt Briggs a Notary Public in and for the County of Nansemond in the State of Virginia do certify that Littleton W. J. Waller, whose name is signed to the above memorandum of attachment bearing date the 6th., day of March, 1895, has acknowledged the same before me in my County aforesaid.

Given under my hand this
6th., day of March, 1895.

Merritt Briggs N.P.

In the Clerk's Office of Nansemond County Court the 6th day of March 1895.

This Memorandum of Attachment was received duly acknowledged and admitted to record.

Teste: R. R. Smith Clerk

By A. P. Gomer D.C.

A Copy

Teste:

R. R. Smith Clerk

A Copy Teste: A. P. Gomer Clerk.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

Albert Patterson
Lizzie M Patterson W H Jones
Jr Trustee Lee Britt Trustee
Al Nunev and W C Lloyd

to appear at the Clerk's Office of the Circuit Court of Nausemond County, at the Rules to be held
for the said Court, on the *Third* Monday in *March 1895*, to answer

a Bill in Chancery, exhibited against

them in the said Court by *Littleton*

W D Waller

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *6th* day of
March 189*5*, in the 11*9*th year of the Commonwealth.

Teste:

A P Gomer Clerk.

Exacted by delivering a true Copy of the
 within process to Elbert Tatterson,
 Lizzie M. Tatterson M.H. Jones, jr, Trustee,
 Le Brittt, Trustee, Al Murray and
 W. E. Lloyd in person. A. H. Baker
 Sheriff
 March 8th 1895.

Vanderlice
 Staake & Staake } pg

Littleton W J Waller
 W J In Chancery
 Elbert Tatterson
 and others

1895
 March Rules
 Third Monday

Newsumwood
 Circuit Court
 Process Book
 No 2, Page 110.

To the Clerk of Circuit Court for the
County of Nausemond;

Littleton W. J. Waller plaintiff
VS.

Edbert Tattersson, Lizzie M Tattersson,
W. H. Jones, jr., Trustee, Lee Britt,
Trustee, Al. Kurney and W. E. Lloyd
Defendants

Issue Summons in Chancery to
March Rules third Monday, 1895

J. P. Vanduslice
Starker & Starker

March 6th, 1895.
Tax \$1.50

P. G.

Memorandum
Waller
vs

Patterson & others

To Elbert Tatterson, Lizzie M. Tatterson, F.H. Jones, jr. Trustee, Lee Britt, Trustee, Al Wurney and W.E. Lloyd:

Take notice that on the 29th day of May, 1895 at the office of Mess. Starke & Starke, Room #23 Lowenberg Building, 74 & 75 Main Street, Norfolk, Virginia, between the hours of ten A.M. and five o'clock P.M., of that day I shall proceed to take the depositions of R.P. Waller, C.E. Meyers, Casper Wilkins, - - Bunting, - - Boim, - - Friebus, W.J. Marsh, - - Anthony, - - Schuman, - - Thompson, Henry Talk W.R. Mayo, and myself, and others, to be read in evidence in my behalf in the suit in equity now depending in the Circuit Court for the County of Nansemond, in which I am plaintiff and you are defendants; and if from any cause the taking of the said depositions be not commenced on that day, or if commenced, if they be not completed on that day, the taking of the said depositions will be adjourned and continued from time to time at the same place and between the same hours until they are completed,

Respectfully,

Leighton H. Waller
by J.P. Vanderslice and
Starke and Starke
His Attorneys.

Service as to Elbert Tatterson
and Lizzie Tatterson accepted

The within notice has been
served by delivering a true
copy of same to each of the
within persons, save as to Ebert
Tatanson, who not being found
at his place of residence, a copy,
after explaining its contents was
left with Lizzie M. Tatanson, his
wife for him,

R E Worplest Dep
For Att Baker Shiff

May 23. 1895

May 23. 1895

In the Circuit Court of the County of Nansemond

Littleton W S Waller

Plaintiff

Against

IN Chancery

Elbert Batterson Lizzie M Batterson
W H Jones Jr Trustee, Lee Britte Trustee
AC Nummy and W E Lloyd

Defendants

The plaintiff Littleton W S Waller maketh oath and saith, that he believes the claim, for which the above entitled action is instituted, to be just; that he, the affiant, believes that he, the plaintiff, is entitled to and ought to recover in said ^{of the defendant E. Batterson} action ~~of the defendant E. Batterson~~ \$4675.22 (at the least), with interest thereon, to be computed at the rate of Six per centum per annum, from the 7th day of October, 1894, till paid; and that to the best of his belief the said defendant : E. Batterson

1. ~~a foreign corporation, or not a resident of this State, and has estate or debts owing to said defendant within the of in which the action is, or sued with a defendant residing therein;~~

2. ~~removing or about to remove out of this State, with intent to change domicile,~~

3. ~~removing, or intend to remove, or has removed~~

~~own estate, or the proceeds of the sale of property, or a material part of such estate or proceeds, out of this State, so that process of execution on a judgment when obtained in said action, will be unavailing;~~

4. is converting, or is about to convert, or has converted his property or some part thereof into money, securities, or evidences of debt, with intent to hinder, delay or defraud his creditors;

5. Has assigned or disposed of, or is about to assign or dispose of, his estate, or some part thereof, with intent to hinder, delay, or defraud his creditors:

Littleton W S Waller

Subscribed and sworn to before me this 6th day of March, 1895

W H Jones Jr Clerk C.

Leffler W T Waller

vs. {

AFFIDAVIT FOR
ATTACHMENT.

Elbert Patterson
and others

Filed the *6th* day of *March* 1895

Levied on the following Real Estate of the defendant Elbert Tatterson, to wit;

First: That certain lot, piece or parcel of land, situate, lying and being in the Town of Suffolk, County of Nansemond, and State of Virginia, bounded and described as follows: Beginning at the North West corner of that lot of John F. Pinner's known as the Butler Lot on the South side of East Washington Street, in the said Town of Suffolk, thence running Westwardly along said East Washington Street 40 feet to the lot of E. Tatterson's, thence running Southwardly along said E. Tatterson's lot 125 feet, thence running in an East course parallel with the said East Washington Street 40 feet to the said Butler Lot, and thence running along the said Butler Lot 125 feet to the point of beginning.

Second: A certain lot, piece or parcel of land, in the Town of Suffolk, County of Nansemond, and State of Virginia, described as follows: Beginning at the ^{North-East} ~~the~~ corner of East Washington Street, and that right of way extending from the said ~~E~~ Street to the Norfolk and Western Rail-Road and known as Commerce Street, and running East along the line of the said East Washington Street 42 feet, thence South in a line parallel with the said right of way known as Commerce Street 125 feet, thence West in a line parallel with said East Washington Street 42 feet to the said right of way known as Commerce Street, thence running North along the line of the said right of way known as Commerce Street 125 feet to the beginning, and bounded on the ^{North} ~~the~~ by the said East Washington Street, on the East and South by the lands of John F. Pinner, and on the West by the said right of way known as Commerce Street.

Third: A certain lot, piece or parcel of land in the Western suburbs of the Town of Suffolk, County of Nansemond, and State of Virginia and described as follows: Beginning at a point on the North side of third Street in West Suffolk 80 feet West of, and distant from the North-West corner of third Street and Broad Streets, and running from said point Westwardly along and fronting on the said third Street 40 feet, thence running North at right angles to the said third Street in a straight line to the right

of way of the Seaboard and Roanoke Rail-Road, thence running Easterly along said right of way to a point thereon in a straight line drawn at right angles to the said third Street, and running North therefrom from the beginning point, thence running South in such straight line last named to the point of beginning, being lot No. 92 in West Suffolk.

Fourth: That tract, piece or parcel of land on the East side of Commerce Street immediately in the rear of the said Tatterson's land which fronts on the said East Washington Street, and described as follows: Beginning at a certain point on the East side of Commerce Street and the South-West corner of the said Tatterson's property, and running thence South along and fronting on Commerce Street 40 feet, thence East in parallel lines with the rear of of the said Tatterson's property to a point ^{a line of} in the East side of Tatterson's property if said line was prolonged, thence North in course of such line to the point of beginning. Bounded on the North by the said Tatterson's land, East and South by the lands of Jones and Holland, and on the West by Commerce Street.

This the 8th day of March, in the year 1895.

W. H. Baker

Sheriff

The Commonwealth of Virginia,

Sheriff County *Nansemond*
To the Sergeant of the City of *Norfolk*, Greeting:

Whereas *Littleton W T Waller*

plaintiff has instituted in our ^{*Circuit*} Court of ^{*the*} *County of Nansemond* ^{*in*} *Chancery* of the City of *Norfolk*, a certain action against *Elbert Tatterson, Lizzie M. Tatterson, W H Jones Jr Trustee, Lee Britt Trustee, Al Nummy and W E Lloyd*

defendant which action is now pending in our said ^{*Circuit*} Court; and the said *Littleton W. T. Waller*

having this day made oath before me *A P Gomer*

Deputy for *L. ROYSTER*, Clerk of our said ^{*Circuit*} Court, that he believes the plaintiff *is* entitled to and ought to recover of the defendant *Elbert Tatterson* in said action at least *four thousand six hundred and seventy five* dollars and *twenty two* cents (\$*4675.22*) with interest thereon to be computed after the rate of *Six* per centum per annum from the *1st* day of *October* 189*4* till payment; that the said claim is just, and that to the best of the said affiant's belief, the said defendant: *Elbert Tatterson*

1. Is a foreign corporation ~~not~~ resident of this State, and has estate or debts owing to ~~within the City of Norfolk, and~~ sued with a defendant residing therein:

2. ~~removing or about to remove out of this State, with intent to change domicile;~~
3. ~~removing, or intend to remove, or has removed~~

~~own estate, or the proceeds of the sale of his property, or a material part of such estate or proceeds, out of this State, so that process of execution on a judgment, when obtained in said action, will be unavailing;~~

4. *Is* converting, or *is* about to convert, or has converted *his* property or some part thereof into money, securities, or evidences of debt, with intent to hinder, delay or defraud *his* creditors.

5. Has assigned or disposed of, or *is* about to assign or dispose of, *his* estate, or some part thereof, with intent to hinder, delay, or defraud *his* creditors.

Therefore we command that you attach the estate of the said *Elbert Tatterson*

for the amount of the said claim, with interest thereon as aforesaid, and the costs, and that you secure such estate so attached in your hands, and so provide that the same may be forthcoming and liable to further proceedings thereon to be had before our said ^{*Circuit*} Court of ^{*the*} *County of Nansemond* ^{*in*} *Chancery* of the City of *Norfolk*, at the *April* term 189*5* and that you have this writ before the said ^{*Circuit*} Court, on the *1st* day of *Monday* in *April* term 189*5* and then and there make known how you have executed the same.

Witness, *A P Gomer* ^{*Circuit*} Clerk of our said Court, at his office, this *6th* day of *March* 189*5*, in the *119th* year of the Commonwealth.

A P Gomer clerk
L ROYSTER, Clerk.

By *D. C.*

The plaintiff designates *Lizzie M. Tatterson, W H Jones Jr Trustee, Lee Britt Trustee, Al Nummy and W E Lloyd*

as being in possession of effects of or being indebted to the Defendant.

Teste:

A P Gomer clerk
L ROYSTER, C. C.

By *D. C.*

Lizzie M Tatterson, W & Jones Jr Trustee,
Lee Britt Trustee, Al Nurney and W E Lloyd are

designated as being in possession of effects of, or being indebted to the ^{said} defendant, ^{Elbert Tatterson} you are
required to appear before our ^{circuit} Court of ^{the} Law and Chancery ^{County of Hanseman} of the City of Norfolk on the first day of the
^{April} Term, 1895, and disclose on oath in what sum ^{said Elbert Tatterson} you are indebted to the defendant
and what effects of the ^{said} defendant ^{Elbert Tatterson} you may have in your hands.

Teste :

A. J. Royster
L. ROYSTER, C. C.

By D. C.

Circuit COURT.

Lizzie M Tatterson

vs.

Attachment.

Elbert Tatterson
and others

*Handwritten by
Starkes & Clarke p. 9.*

To April Term, 1895

CITY OF NORFOLK, VA

County of Hanseman

L.W.T.Waller,

Plaintiff,

vs

In Chancery.

E.Tatterson, et als,

Defendants,

~~In the Circuit Court for the County of Nansemond.~~

This cause came on this day to be heard, and upon motion of Plaintiffs
counsel ~~was~~ dismissed, agreed.

Waller is
J. Tattersa, et als.

In Chancery.

Enter this

Oct. 19-1891

Wm. H. H. H.

Entered in chancery
order Book no 3

Page 3

S. P. Vandenberg.

pg

This case was dismissed, argued.

In the Circuit Court for the County of Maryland.

E. Tattersa, et als,

Defendants,

vs

J. T. Tattersa,

Plaintiff,

In Chancery.

This Deed, Made this 14th day of Nov^r, in the year

one thousand eight hundred and ninety-four, between Elbert
Patterson and Lizzie M. Patterson, his wife,
of Hansemond County, Virginia of the first part, and
Wm. H. Jones Jr. chosen as trustee, of said
County and State of the second part—

WITNESSETH: That said parties of the first part do grant unto the said parties of the second part the following property, to wit: All that certain
lot of land on the South side of
East Washington Street, in the Town
of Suffolk, in the County and State
abovesaid, beginning at the North-
West corner of what is known as the
"Butler" lot on said Street, and run-
ning thence Westwardly and front-
ing on said Street forty (40) feet, to
another lot of said E. Patterson, thence
running Southwardly along the line
of said lot one hundred and twenty
five (125) feet, thence Eastwardly par-
allel with said East Washington Street
forty (40) feet, and thence Northwardly
one hundred and twenty five feet (125)
to the beginning, bounded North by said
East Washington Street, on the East and
South by the lands of Jno. F. Primer,
and on the West by E. Patterson's other
lot; and being same land conveyed
to said E. Patterson by Jno. F. Primer &
wife by deed duly recorded in Han-
semond County Clerk's Office in
D.B. No. 20, page 145.

IN TRUST, to secure to Farmers Bank of Hansemond
in Suffolk, Va. the payment of the sum of
Nine hundred dollars, evidenced by
negotiable note of even date herewith
for said sum, executed by said E.
Patterson and payable sixty days after
date at said Bank; And also to se-
cure any note or notes given in
renewal or curtail of said note.

In the event that default shall be made in the payment of the said debt, principal
or any instalment of interest, when due and payable, then the Trustee, on being required
so to do by said Bank
~~executors, administrators, or assigns,~~ shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in case of a sale the
same shall be made after first advertising the time, place, and terms thereof for twenty
days as said trustee may deem best

and upon the following terms, to wit: for cash as to so much of the proceeds as may be
necessary to defray the expenses of executing this trust, including a trustee's commission of
five per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge
the amount of money then payable upon the said debt, and if there be any residue of said
purchase money, the same shall be made payable at such time, and secured in such manner,
as the said part y of the first part his executors, administrators or assigns
shall prescribe and direct, or in case of his failure to give such direction, at such
time and in such manuer as the said Trustee shall think fit. The said part y of the first
part covenant d to pay all taxes, assessments, dues and charges upon the said property
hereby conveyed so long as he or his heirs or assigns shall hold the same;
and further covenant d and agree d to keep the buildings on the property hereby conveyed
insured for the full amount of \$ 900 for the further protection of the said Bank
or assigns;
and in the event of his failure to do so, then the Trustee, or the beneficiary under
this deed, may effect or renew such insurance from time to time, so long as the said debt, or
any part thereof, remains unpaid; and the insurance premiums shall constitute a part of the
lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recov-
erable by all the remedies in law or equity by which the debt aforesaid may be recoverable.

If no default shall be made in the payment of the said debt or insurance premiums,
then, upon the request of the party of the first part, a good and sufficient deed of release
shall be executed to him at his own proper costs and charges.

Witness the following signatures and seal:

Elbert Patterson SEAL
Lizzie M. Patterson SEAL
SEAL
SEAL

STATE OF VIRGINIA,
COUNTY OF Hansemond } To wit:

I, C. H. Bausey Jr., a Notary Public
for the county aforesaid, in the State of Virginia, do certify that E. Patterson
& Lizzie M. Patterson, his wife
whose name d are signed to the writing hereto annexed, bearing date the 14th
day of November, 1894, have acknowledged the same before me in my
county aforesaid.

Given under my hand this 15 day of November, 1894.

C. H. Bausey Jr.
Notary Public
MEMO.—To be acknowledged before a Justice, Notary Public, or Commissioner in Chancery.

15

Deed of Trust.

Robert Daltoney

To

Wm H Jones

Trustee for James H. Jones

Admitted to record this 21st day of

November 1894

Recorded D. B. 22 Page 361

Examined and verified.

A Copy Clerk.

\$

TAX, - - - - -

FEE, - - - - -

\$

Printed and for sale at the Herald Office, Suffolk, Va.

Exhibit 1257

COUNTY OF Warren, To wit:

In the office of the Clerk of the County Court for the County of Warren the 21st day of November, 1894, this deed was presented, and, with the certificate annexed, admitted to record.

Teste:

R R Smith

CLERK.

A copy
Teste: R R Smith Clerk
By J. G. Gomez, S. C.

This Deed, made this 24th day of September, in the year of our Lord, One thousand eight hundred and ninety four, between Elbert Patterson and his wife Lizzie, of the town of Suffolk, in the county of Hansemond, in the state of Virginia, of the first part and George W. Barney of the town of Suffolk, in the county of Hansemond, in the state of Virginia, of the second part.

Witnesseth: That for and in the consideration of One thousand (\$1000) dollars, the said parties of the first part do grant unto the said party of the second part, all that parcel or lot of land on the west side of Sycamore street, in the town of Suffolk, in the state of Virginia, commencing at the North East corner of the lot owned by the grantee on the said Sycamore street, and running North along said street Thirty and one half ($30\frac{1}{2}$) feet

to the lot of Columbus and Alice D. Jones, thence running west along said Jones lot One hundred and thirty three (133) feet to an alley, thence South along said Alley, Thirty and one half ($30\frac{1}{2}$) feet to the land of the grantee, thence East along the land of said grantee One hundred and Thirty three (133) feet to the point of beginning.

Together with all and singular the appurtenances belonging to the same.

It being the same lot conveyed to Elbert Patterson by Columbus and Alice D. Jones, by deed bearing date the 10th of August 1887, and recorded in Mansfield County Clerk's office, in Deed Book No. 18, page 618.

The said parties of the first part covenants that they have the right to convey said land to the grantee, that they have done no act to encumber said

land, that the grantee shall have quiet possession of the said land, free from all encumbrances, and that they the said parties of the first part will execute such further assurances of said land as may be requisite.

Witness the following signatures and seals.

Elbert Patterson (Seal)

Lizzie Patterson (Seal)

State of Virginia,
County of Hansemond Powit:

J. J. Walter Nosier, a Notary Public in and for the county aforesaid, in the state of Virginia, do certify that Elbert Patterson and Lizzie Patterson, whose names appear to the writing above bearing date the 24th day of September 1894, has acknowledged the same before me in my county aforesaid.

Given under my hand this
24th day of September 1894.

J. Walter Nosier, Notary Public

Albert Patterson & wife
vs Deed

George W. Murrey

Admitted to record
the 7th day of Novem-
ber 1894

Recorded in Deed
Book No 34 Page 506.

A copy
Exhibit
"E" "D"

5125

In the Clerk's Office of Vause-
mond County Court the 7th
day of November 1894.

This Deed was presented with
the Certificate annexed and
admitted to record.

Teste: R R Smith Clerk
By A P Gomer D.C.

A copy, Teste:
R. R. Smith Clerk
By A. P. Gomer D.C.

This Deed, Made this 4th day of December 1894, between Elbert Patterson, party of the first part, and Lizzie M. Patterson, his wife, party of the second part - Witnesseth: That in consideration of the sum of Five Dollars in hand paid, the receipt of which is hereby acknowledged; the relinquishment of her (the said Lizzie M. Patterson's) contingent right of dower in and to a certain lot or parcel of land in the town of Suffolk recently conveyed to Geo. W. Kurney, and other valuable considerations, the said Elbert Patterson does grant unto the said Lizzie M. Patterson, with general warranty all that certain lot or parcel of land situate, lying and being in the Town of Suffolk, County of Nansemond and State of Virginia, bounded and described as follows: Beginning at the Northwest corner of that lot of John F.

Primer's, known as the "Butler Lot" on the south side of East Washington Street, in said Town of Suffolk, thence running Westwardly along said East Washington Street Forty feet to the lot of E. Patterson; thence running Southwardly along said E. Patterson's lot one hundred and twenty-five feet, thence running in an East course parallel to said East Washington Street forty feet to said "Butler Lot," and thence along said "Butler Lot" one hundred and twenty-five feet to the point of beginning.

The lot herein conveyed being the same which was conveyed to the said Patterson by John F. Primer and wife by deed dated the 31, day of March 1888 and recorded the 19, day of May 1888, in the Clerk's Office of Hansemond County Court, See Deed Book No. 20, page 145.

The lot herein conveyed is now subject to Deed of Trust in favor

of the Farmers Bank of Hanse-
mond in the sum of \$900.
which debt is hereby assumed
by the said Lizzie M. Patterson.

The said Elbert Patterson cove-
nants that he has the right to
convey the said land to the gran-
tee; that he has done no act to
encumber the said land, save
as herein stated; that the gran-
tee shall have quiet possession
of the said land, free from all
encumbrances, except as herein
mentioned, and that he the
said party of the first part
will execute such other and
further assurances of the said
land as may be requisite.

Witness the following sig-
nature and seal.

Elbert Patterson (seal)

State of Virginia,
County of Hansemond, to wit:-

I, C. H. Bansey Jr., a Notary Pub-
lic for the county aforesaid, in
the State of Virginia, do certify
that Elbert Patterson, whose
name is signed to the writing

hereto annexed bearing date the
4th. day of December 1894, has ac-
knowledgeed the same before me
in my County aforesaid.

Given under my hand this
4th. day of December 1894.

C. H. Cansey Jr.
Notary Public.

Erasures and interlineations
made before signing.

C. H. Cansey Jr.
N.P.

In the Clerk's Office of Nausemond
County Court the 5th day of
December 1894.

This Deed was presented with
the certificate annexed and
admitted to record.

Teste: R R Smith Clerk.
By A P Gomer D.C.

A Copy
Teste:

R R Smith Clerk
By A P Gomer D.C.

Elbert Tallerson
vs Deed

Lizzie M Tallerson

admitted to record
December 5th. 1894.

Recorded in Aud Book
No 34. Page 546.

A Copy.

"C-1"

Exhibit "D"