

1913-022
Nansemond Co (Suffolk)

Chancery Causes: Contractors' Supply Company et al vs School Board of Sleepy Hole District Number Five et al

Norfolk Sheet Metal Works], Walker, Ocean View Heating & Plumbing Co],
Barbour & Rogers], Woodward & Son Lumber], Seaboard National Bank],
Berkley Foundry & Structural Co], Ernest H. Meeks Electrical Co],
S. E. Morriss Co], Harris, Waterman, Taylor, Barber, Rodgers,
Portsmouth Retail Lumber Corp], J. C. Grinnan Co Inc],
Crocker-Brinkley Lumber Co], Ocean View Plumbing & Heating Co],
Berkley Foundry & Structural Co Inc], Jones, Likes, Brinkley Bros Inc],
Griffin, Woodward & Son], E. L. Folk Co Inc]

Folder 1 of 3

CIRCUIT COURT

Second Monday in January, March, May,
July and October

HON. JAMES L. McLEMORE, Judge
GEO. E. BUNTING, Clerk
J. U. BURGESS, Commonwealth's Attorney
ALEX. H. BAKER, Sheriff
C. R. FULGHAM, County Treasurer
LEE BRITT, Commissioner of Accounts

Nansemond County Clerk's Office

SUFFOLK, VA., October 28, 1913.

Mr. L. P. Holland, Atty.,
City.

Dear Sir:-

Per request of Mr. Bradford Kilby, I enclose herewith copy of
costs in suit; Contractors' Supply Co. Inc. vs. School Board of Sleepy Hole
Dist. # 5.

Yours truly,

G. E. Bunting

VIRGINIA. IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Contractors Supply Company, Incorporated, etc., plaintiffs,
vs. In Chancery,

School Board of Sleepy Hole District No. 5 of the County
of Nansemond, C. B. Barbour and W. C. Rogers, defendants.

This day Ernest H. Meeks Electrical Company, Incorporated,
asked leave to file its petition in this cause, which leave was
granted by the Court, and said petition accordingly filed.

In the Circuit Court of
Mansemond County

Contractors Supply Co., Inc.

etc., plaintiffs,

vs. In Chancery,

School Board of Sleepy Hole

District No. 5 of Manse-

mond Co., etc., defendants.

ORDER

Enter this.

March ²² 1913.

James L. Moore,

*Entered in Chancery
Order Book No. 4-
Page 563.*

Wm G E Bunting, Clerk

Riddleberger & Roper, p. q.

Copy of Costs

Taxed in the Suit of:

...Contractors' Supply Company, Inc...et. als.

vs.

..School Board of Sleepy Hole Dist. #5. et als.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

Writ Tax	1.50
Clerk	5.79
Sheriff	1.50
Attorney	15.00
Commissioner	<u>23.79</u>
Printer, for Order of Publication, etc.	

ant den

By deposit Feb. 3, 1915

7.50

bal.

Date of Judgment or Final Decree

191

\$16.29

Paid

Nov. 28,

1913

W. G. E. Bunting,
Clerk

\$394.55

Norfolk, Va., November 2nd, 1913.

Received of L. P. Holland, attorney for the School Board of Sleepy Hole District #5 of the County of Nansemond, Virginia, the sum of Three Hundred and Ninety-four Dollars and Fifty-five Cents (\$394.55) in full settlement, satisfaction and discharge of all claims against the said School Board as the result of and in consequence of the amount allowed the Henry Strubble Cut Stone Company by Bradford Kilby, Commissioner in Chancery in the suit of the Contractors Supply Company, Inc., a corporation, et als., vs. School Board of Sleepy Hole District #5 et als.

HENRY STRUBBLE CUT STONE COMPANY.

By

J. M. [Signature]
Attorneys.
L. P. Holland

RETURN IN FIVE DAYS TO

J. MCBRYDE WEBB
ATTORNEY AND COUNSELLOR AT LAW
SEABOARD NATIONAL BANK BUILDING
NORFOLK, VA.



Mr. L. P. Holland,
Suffolk, Va.

..OFFICE OF..
A. H. BAKER
SHERIFF of NANSEMOND COUNTY
No. 811 Washington Street

DEPUTIES { HARDY HOLLAND, JR.
J. E. JORDAN, DRIVER,

Suffolk, Va., Feb. 12 1913

L. & Raper. Mps.
Dear Sir.

I am enclosing
you, bill please let me know
when

Respt:

A. H. Baker

Siff

CIRCUIT COURT

Second Monday in January, March, May
July and October

HON. JAMES L. McLEMORE, Judge
GEO. E. BUNTING, Clerk
J. U. BURGESS, Commonwealth's Attorney
ALEX. H. BAKER, Sheriff
C. R. FULGHAM, County Treasurer
LEE BRITT, Commissioner of Accounts

Nansemond County Clerk's Office

SUFFOLK, VA., Feb. 13, 1913.

Messrs. Riddleberger & Roper, Attys.,

Norfolk, Va.

Gentlemen: -

The Sheriff of this county, not knowing you had made a deposit in suit entered by you against Sleepy Hole School Board et als. has mailed you bill for his cost.

Kindly return bill to me as I have paid him, his cost this A.M.

Yours truly,

G. E. Bunting

Bunting

Ten Per Cent. will be Charged on all Collections Under \$100 Unless Special Agreement is Made Otherwise

R. E. NORFLEET, }
W. T. JOHNSON, } DEPUTIES.
J. E. JORDAN, }

Suffolk, Va., Feb. 12 1903

M. Riddleberger & Co. Dr.

→ To A. H. BAKER ←

Sheriff of Nansemond County

Continued Supply Co. Inc. vs. Barbara & Ogden

OFFICE—No. 616 MAIN STREET.

Collected on Claim

Collected on Costs

Judgment,

Interest,

Clerk's Fee,

Sheriff's Fee—Executing Process. 3

Sheriff's Commissions,

Justice's Fee,

Expense of Sale,

Summoning Witnesses,

Returning Execution,

Taking Bond

Day of , 190, Received payment,

Sheriff.

Deputy.

150

(1014 E. Main St. Richmond, Va.)

1165.26

- (1) A. B. Dickinson, Atty for Woodward & Son
- (2) { J. McBryde Webb & G. A. Martin, Attys for Henry
Stubble Cut Stone Co. \$394.55
J. McBryde Webb, Atty for Alexander B. Walker \$157.45
(Seaboard Bank Bldg. Norfolk)
- (3) Riddleberger & Roper, Attys for Contractors Supply
Co. (National Bank of Commerce Bldg. Norfolk Va.) 824.72
- (4) Sale, Mann & Tyler, Attys, for Seaboard Natl.
Bank, (Seaboard Bank Bldg. Norfolk) 475
- (5) Meyer Koteen, Atty. for Burkley Foundry and
Structural Co. (Seaboard Bank Bldg. Norfolk) 737.06
- (6) J. R. Saunders, Atty for E. L. Folk Co.

552.00
394.55
157.45

XXXXX

J. MCBRYDE WEBB
Attorney & Counsellor at Law
SEABOARD BANK BUILDING
Norfolk, Virginia
BELL PHONE 760

November 11th 1913.

Mr. Bradford Kilby,
Suffolk, Va.

Dear Sir:-

I beg to hand you herewith assignment to my self and Col G. A. Martin, the latter attorney being also connected with me in the Henry Struble Cut Stone Co., interest. A payment has been made by my client Mr. Walker, on this debt since the filing of the Struble claim. The balance due Walker, can be sent to me. Thanking you for your courtesy in this matter I am,

Very truly yours,

J. M. Webb

J. MCBRYDE WEBB
Attorney & Counsellor at Law
SEABOARD BANK BUILDING
Norfolk, Virginia
BELL PHONE 760

November 11th 1913.

Mr. Bradford Kilby,
Suffolk, Va.

Dear Sir:-

I hereby direct you as commissioner in the case of Walker et als. v. Drivers High School, to pay over to J. McBryde Webb, and G. A. Martin, attorneys for Henry Struble Cut Stone Co., the sum of \$394.55, out of the amount due me according to your report.

Very respectfully yours,

A. B. Walker

11.647.66

82.94

11.564.72 P.R. ✓

1.122.65. others ✓

3.073.09. Orders ✓

239.54 Court fees ✓

16.000.00

103971

82.94

11122.65 ④

737.06

1028.81

1765.87

1710.65

1,039.71

588.00

1.627.71

82.94

1.710.65

55.22
P.R.



Special building fund, amt paid to Barbours & Rodgers & others

Due Cred 5078.52

Barbours & Rodgers

Other Claimers

25.00

C M Robertson

655.83

8294

J E Elmer

15.25

500

C M Robertson

81.75

2000

E E Holland

50.00

1000

C R Fulkham

160.00

2000

C M Robertson

76.88

1000

1039.71

1500

400

50

60

179.72

175.00

162771
8291
171062
331363
502425

Exp'd Over time

2000.00

Barbours Rodgers Contractors

Pd B & R

11647.66

16588.00 amt of Contract

Am't paid othrs

1039.71

1164666

494134

Den Barbours Rodgers

Am't out

1268637

11 of bank 1600000

11 less 1268637

11 in bank 331363

11 needed 162771

494134

Am't of building fund in hand

needed

den Creditors

1164966

Nov. 26, 1913.

A. B. Dickinson, Esq.,
Attorney, Woodward & Son,
Richmond, Va.

Dear Sir:-

I am sending you herewith warrant for \$1165.26, being the amount allowed you by Mr. Bradford Kilby, as Commissioner in the suit of the Contractors Supply Co., Inc., et als., vs. School Board of Sleepy Hollow District #5 et als. I will very much appreciate it if you will sign and return the enclosed receipt to me so that I can turn same over to Mr. Barden, Clerk, for his records, as it is necessary for him to furnish receipts for all of his disbursements.

I very much regret that the matter should have been delayed in the way it has, but I wish to assure you that I have done everything I could to get it closed up before, but it was almost impossible to get the trustees to get their books and funds in proper shape to make the disbursements.

Again expressing my regret that the delay should have occurred, and requesting that you sign and return the enclosed receipt just as soon as possible, I am,

Yours very truly,

Costs.

A. B. Dickenson, Atty. for Woodward & Son \$1165.26 ✓
(1014 E. Main St., Richmond, Va.)

J. McBryde Webb & G. A. Martin, Attys. for Henry Strubble Cut Stone Co., 394.55 ✓

J. McBryde Webb, Atty. for Alexander B. Walker, 157.45 ✓
(Seaboard Bank Bldg., Norfolk, Va.)

Riddleberger & Roper, Attys. for Contractors Suffolk Co.,
(National Bank of Commerce Bldg., Norfolk, Va.) 824.72 ✓

Sale, Mann & Tyler, Attys. for Seaboard National Bank,
(Seaboard National Bank Bldg., Norfolk, Va.) 475.00 ✓

✓ Meyer Koteen, Atty. for Berkley Foundry & Structural Co. (Seaboard Bank Bldg., Norfolk, Va.) 737.06 ✓

✓ J. R. Saunders, Atty. for E. L. Folk Co., Inc. Suffolk, Va.

2755.04

3754.04

200.

23.79

15.75

3993.58

5078.50

3993.58

1084.92

3993.58

5078.50 ✓

B. Kibby 200.00
S. E. B. 2379
King & B. 1575
Woodward & Son 16526
H. Strubble 39455
A. B. Walker 12745
Suffolk Co. 8247

Seaboard Bank 278152
47500

Warrant drawn 256.52

Am't in Special B. Fund 331363
" Warrant 325652
Balance 5711

1084.92

643.22

421.70

Folio

191

From

TO

1913 April 22
for 1 week.

OVER

Norfolk, Va.,

Oct. 29 1913

M

School Board Sleepy Hole Sect
No 5, W. Barbour & Rodgers itals

To Virginian and Pilot Publishing Company, Dr.

ADVERTISING

Advertising Com's Notice in
Chancery suit as W
School funds, 2 3/4 in 775 \$15.75

Received Payment, VIRGINIAN AND PILOT PUBLISHING CO.

Per

Daisy Murrey

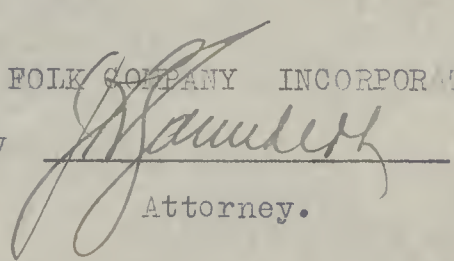
\$1084.92

Suffolk, Virginia, Nov. 25, 1913.

Received of L. P. Holland, a ttorney for the School Board of Sleepy Hole District #5 of the County of Nansemond, Virginia, the sum of One Thousand and Eighty-four Dollars and Ninety-two Cents (\$1084.92) in full settlement, satisfaction and discharge of all claims against the said School Board as the result of and in consequence of the amount allowed it by Bradford Kilby, Commissioner in Chancery in the suit of the Contractors Supply Co., Inc., a corporation, et als., vs. School Board of Sleepy Hole District #5 et als.

E. L. FOLK COMPANY INCORPORATED.

By


Attorney.



Nov. 8 1913

Board of School Trustees of Sleepy Hollow
District No. 5

To Bradford Kilby, Comr. Dr.

TERMS

1913

Sept.

10

To fee for Comr's.
report in Chancery
suit of Contractors
Supply Co. it also W.
Paid School Board

\$200.

1913 November 26

Paid.

Bradford Kilby

RALPH H. RIDDLEBERGER
ALBERT L. ROPER
HARRISON H. RIDDLEBERGER
DAVID T. CHALMERS

LAW OFFICES
RIDDLEBERGER & ROPER
BANK OF COMMERCE BUILDING
NORFOLK, VIRGINIA

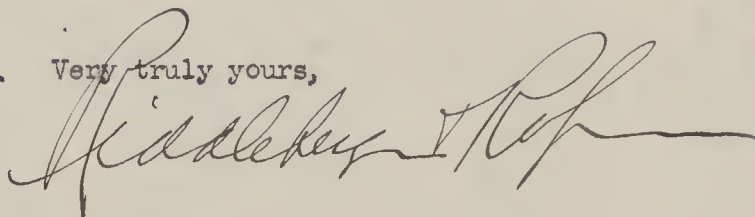
February 1, 1913.

Mr. George E. Bunting,
Clerk, Circuit Court of Nansemond County,
Suffolk, Virginia.

Dear Sir:-

Enclosed please find memorandum of commencement of Chancery
suit. We also enclose herewith our check for \$7.50, and will thank
you to issue process at once.

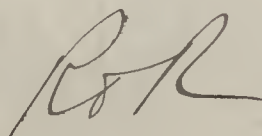
Very truly yours,



Encs.

HHR-M.

Please notice we have struck
out the names of the three
Gentlemen who constitute the
Board. Under the statute
the school board is ^{made} a corporate
body.



RALPH H. RIDDLEBERGER
ALBERT L. ROPER
HARRISON H. RIDDLEBERGER

LAW OFFICES
RIDDLEBERGER & ROPER
BANK OF COMMERCE BUILDING
NORFOLK, VIRGINIA

November 26, 1913.

Mr. L. P. Holland,
Suffolk, Virginia.

Dear Mr. Holland:-

I have today received the order in payment of the claim of the Contractors Supply Company in the School Board suit, amounting to \$824.72, and your letter accompanying same. Enclosed herewith please find receipt.

At the time of the argument on the Commissioner's report, the Court advised me of his inability to allow a fee to counsel for the complainants, as set forth in the decree, but said something about our being entitled to a nominal fee of \$15.00. If this is true, did he so provide in the decree, and will we receive this? Also I want to inquire if we shall subsequently receive a check for the costs advanced by our clients in this regard? The decree provided that all costs should be paid out of the fund. I will thank you to advise me concerning these two items, though I dislike to put you to any trouble.

I tried to get you on the telephone today in this connection.

Very truly yours,

H. H. Riddleberger
m.

Enc.
HHR-M.
Dictated but not read.

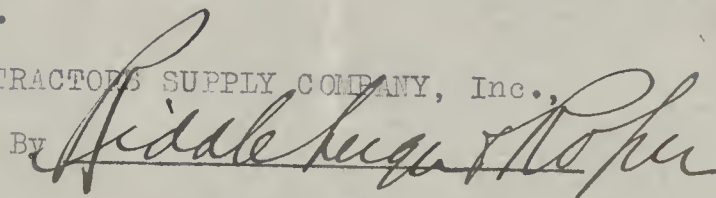
\$824.72

Norfolk, Va., November 26, 1913.

Received of L.P. Holland, attorney for the School Board of Sleepy Hole District #5 of the County of Nansemond, Virginia, the sum of Eight Hundred and Twenty-four Dollars and Seventy-two Cents (\$824.72), in full settlement, satisfaction and discharge of all claims against the said School Board as the result of and in consequence of the amount allowed the Contractors Supply Company, Inc., by Bradford Kilb, Commissioner in Chancery in the suit of the Contractors Supply Company, Inc., a corporation, et als., vs. School Board of Sleepy Hole District #5 et als.

CONTRACTORS SUPPLY COMPANY, Inc.,

By



Attorneys.

RIDDLEBERGER & ROPER
NORFOLK, VIRGINIA



Mr. I. P. Holland,

Attorney at Law,

Suffolk, Va.

RALPH H. RIDDLEBERGER
ALBERT L. ROPER
HARRISON H. RIDOLEBERGER

LAW OFFICES
RIDDLEBERGER & ROPER
BANK OF COMMERCE BUILDING
NORFOLK, VIRGINIA

April 14, 1913.

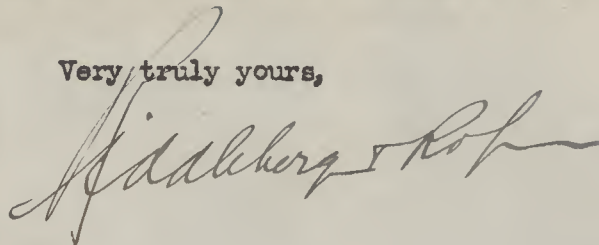
George E. Funting, Clerk,
Circuit Court of Nansemond County,
Suffolk, Virginia.

CONTRACTORS SUPPLY CO. ET ALS V. SCHOOL BOARD OF SLEEPY
HOLE DISTRICT NO. 5.

Dear Sir:-

Enclosed herewith please find copy of decree to be recorded in
the Chancery Order Book, and signed this day by Judge McLemore here in
Norfolk. We are today advising Mr. Kilby of the entering of this
decree.

Very truly yours,



Enc.
HBR-M.



RALPH H. RIDDLEBERGER
ALBERT L. ROPER
HARRISON H. RIDDLEBERGER
DAVID T. CHALMERS

LAW OFFICES
RIDDLEBERGER & ROPER
BANK OF COMMERCE BUILDING
NORFOLK, VIRGINIA

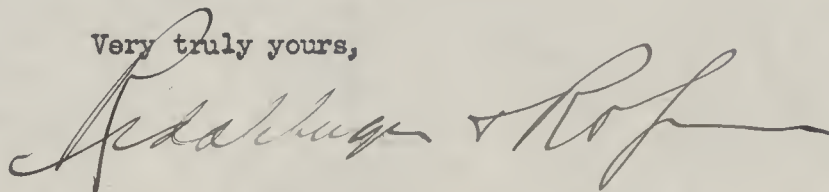
February 18, 1913.

George E. Bunting, Clerk,
Circuit Court of Nansemond County,
Suffolk, Virginia.

Dear Sir:-

Herewith enclosed please find bill in chancery
in the matter of Contractors' Supply Company and others vs.
School Board of Sleepy Hole District No. 5 and others,
which is filed to the second February Rules.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Riddleberger & Roper", written in dark ink.

Enc.
HHR-M.

CIRCUIT COURT

Second Monday in January, March, May,
July and October

HON. JAMES L. McLEMORE, Judge
GEO. E. BUNTING, Clerk
J. U. BURGESS, Commonwealth's Attorney
ALEX. H. BAKER, Sheriff
C. R. FULGHAM, County Treasurer
LEE BRITT, Commissioner of Accounts

Nansemond County Clerk's Office

SUFFOLK, VA.,

Clerk's Notes:

Contractors' Supply Company, Inc., a corporation; F.A. Waterman &

G.R. Taylor, Partners, trading as Ocean View Plumbing and Heating Company; Plfts.
Edgar Z. Harris, trading as Norfolk Sheet Metal Works & Alexander B. Walker.

Vs. In Chancery:

School Board of Sleepy Hole District No. 5 of Nansemond County, Va. and Defts.
D.D. Barbour and W.C. Rogers, Partners trading as Barbour and Rogers.

Summons issued Feb. 3, 1913, Returnable to 2nd, Feb. Rules, third Monday
Feb. 17, 1913; 2nd, Feb. Rules 1913. Sums. returned executed. Bill filed and Decree nisi.

*Mar. 3, 1913 Decree nisi confirmed and cause set for
trial.*

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

VIRGINIA.

Contractors' Supply Company, Inc.,)
a corporation;)
F. A. Waterman & G. R. Taylor,)
Partners, trading as Ocean View)
Plumbing and Heating Company;)
Edgar Z. Harris, trading as)
Norfolk Sheet Metal Works, and)
Alexander B. Walker)

vs.)

SUMMONS IN CHANCERY.

~~A. C. Burden, J. L. Bond, and~~)
~~J. C. Eberwine, and~~ School Board)
of Sleepy Hole District No. 5 of)
the County of Nansemond, and)
D. B. Barbour and W. C. Rogers,)
Partners, trading as Barbour and)
Rogers.)

To second February Rules, 1913.

Richard Rogers p. q.

To
Contractors Supply Company, Inc., F.A. Waterman and R.G. Taylor,
partners trading as Ocean View Plumbing and Heating Company, Edgar
E. Harris, trading as Norfolk Sheet Metal Works, and Alexander B.
Walker. Complainants.

And

School Board of Sleepy Hole District No. 5 of the County of Nan-
semond, D.B. Barbour and W.C. Rodgers, partners trading as Barbour
and Rodgers, Portsmouth Retail Lumber Corporation, Inc. and Ernest
H. Weeks Electrical Company, Inc. Defendants.

And

All other persons whom it may concern:

You are hereby notified that on the 1st. day of May 1913 at
my office in Suffolk, Va., (at which time and place you are required
to attend), I shall take, state and settle the following accounts
which are to be taken, stated and settled and reported to Court in
pursuance of the decree of the Circuit Court of the County of Nan-
semond, Va., rendered the 14th. day of April 1913 in the suit in
chancery pending in said court to which you are parties plaintiff
and defendant, to-wit:

- (1) An account showing the transactions between the School Board
of Sleepy Hole District No. 5 of the County of Nansemond and Bar-
bour-Brent Construction Company or Barbour and Rodgers, general con-
tractors.
- (2) The amount to be allowed for expense incurred in completing
the building.
- (3) The balance yet remaining in the hands of said school board.
- (4) The items and accounts due and properly chargeable against
the said balance with their priorities, if any priorities exist.
- (5) That would be a fair compensation to be allowed to counsel
for the complainants.
- (6) Any matter specially stated, deemed pertinent by himself or
which may be required by any person interested to be so stated.

Given under my hand as Commissioner in Chancery of said Court
the 22nd. day of April 1913.

Commissioner in Chancery.

CHANCERY SUMMONS

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON---School Board of Sleepy Hole District No. 5
of Nansemond County, Va., D.B. Barbour and W.C. Rogers, Partners, trading as
Barbour and Rogers

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the
said Court, on the---third-----Monday in---February---1913-----, to answer---a-----
Bill in Chancery, exhibited against---them-----
in the said Court by---Contractors' Supply Company, Inc., a corporation; F.A. Waterman
& G.R. Taylor, Partners, trading as Ocean View Plumbing and Heating Company;
Edgar Z. Harris, trading as Norfolk Sheet Metal Works, and Alexander B. Walker

and have then and there this summons.

WITNESS, G. E. BUNTING, Clerk of our said Court, at his office, this---3rd,-----day of
---February-----, 1913, in the 13th year of the Commonwealth.

A copy Teste :

CLERK.

Teste :

CLERK.

Executed this 11th
day of Feb. 1913 by
delivering copy of
Process to D. B. Barbour
A. L. Darden Clerk of
School board, in person
also in Nansmond Co.
A. H. Barker Sheriff
By J. E. Jordan, Deputy

Executed this
12 day Feb 1913 -
in the City of
Suffolk by
delivering a
true copy of
the within
process to
Mr. Rodgers
in person
W. E. Brambley
Sergeant
by W. B. Barker
Sgt.

Original

...Riddleberger & Roper... p. q.

...Contrators' Supply Co. Inc.,

a corporation, et als

vs.

} In Chancery

School Board of Sleepy Hole

District No. 5 et als.

1913

...February... Rules,

Third

...Second... Monday.

NANSEMOND CIRCUIT COURT.

Process Book No. 3

Page 110

CHANCERY SUMMONS

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON School Board of Sleepy Hole District No. 5
of Nansemond County, Va., D.B. Barbour and W.C. Rogers, Partners, trading as
Barbour and Rogers

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the
said Court, on the third Monday in February 1913, to answer a
Bill in Chancery, exhibited against them
in the said Court by Contractors' Supply Company, Inc., a corporation; F.A. Waterman
& G.R. Taylor, Partners, trading as Ocean View Plumbing and Heating Company;
Edgar Z. Harris, trading as Norfolk Sheet Metal Works, and Alexander B. Walker

and have then and there this summons.

WITNESS, G. E. BUNTING, Clerk of our said Court, at his office, this 3rd day of
February, 1913, in the 137th year of the Commonwealth.

A copy—Teste:

Teste:

G. E. Bunting, CLERK.

G. E. Bunting, CLERK.

~~Riddleberger & Roper~~ p. q.
A copy for

School Board of Sleepy Hole

~~District No. 5 of Nansemond Co.~~
~~Contractors' Supply Co. Inc.;~~
a Corporation
vs. } In Chancery

School Board of Sleepy Hole

~~District No. 5 of Nansemond~~
~~County et als~~

1913

February Rules,

Second 3rd Monday.

NANSEMOND CIRCUIT COURT.

Process Book No. 3

Page 110

VIRGINIA,

In the Circuit Court of Nansemond County,

In Vacation, April ^{21st} 19th, 1913.

Contractors' Supply Company, Incorporated, etc.

v. In Chancery.

School Board of Sleepy Hole District, No. 5, of
the County of Nansemond et als.

To the Honorable James L. McLemore, Judge of said court:

Your petitioner, Edgar Z. Harris, trading as the Norfolk Sheet Metal Works, respectfully represents that Barbour & Rodgers, general contractors on the school building mentioned in the bill in t his cause, are indebted to the petitioner in the sum of Two Hundred and Twenty-Nine Dollars and Sixty-Eight Cents (\$229.68), with interest thereon from the 1st day of October, 1912, until paid, for work done and materials furnished by petitioner for said general contractors on and in said school building; and petitioner should be paid same in this suit.

Your petitioner waives answer under oath to this petition, and ~~pays~~ prays that he may be paid the said sum of \$229.68, with interest as aforesaid, and for such other further and general relief as may be adapted to the nature of his case.

Edgar Z. Harris, trading as Norfolk
Sheet Metal Works,

By

W.P. Lipscomb

Counsel.

W.P. Lipscomb

Counsel for petitioner.

1913. Apr. 21. filed
J.L.M.

VIRGINIA:

In the Circuit Court of Nansemond County.

In Vacation, April ^{21st}~~14th~~, 1913.

Contractors Supply Company, Incorporated, etc.,

vs. IN CHANCERY

School Board of Sleepy Hole District #5, of
the County of Nansemond, et als.

This day came Z. Edgar Harris, trading as Norfolk Sheet Metal Works, by counsel, and asked leave to file his petition in this cause, which leave ^{was}~~was~~ granted by the court; and said petition ^{was}~~was~~ accordingly filed.

*All which is hereby certified to the Clerk of this Court
to be entered in the Chancery order book.*

James M. Lomax.

1913 Apr. 21.
Enter.
James M. Lemoine.

Entered in Order
Book No. 4. p. 571.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

In Vacation, April 16th, 1913.

Contractors' Supply Company, Incorporated, etc.....PLAINTIFFS.

vs. In Chancery.

School Board of Sleepy Hole District No. 5 of
the County of Nansemond et als.....DEFENDANTS.

This day came Portsmouth Retail Lumber Corporation, a
corporation, by counsel, and asked leave to file its peti-
tion in this cause, which leave was granted by the Court; and
said petition was accordingly filed.

*Take Clerk of the Circuit
Court to be entered in the chancery
order book..* } James S. Moore.

Contractors' Supply Co. Inc. etc.

v. chancery.

School Board of Sleepy
Hole, etc.

Order.

Enter: April 16. 1913.

Mrs L. M. Somers.

Entered in Chancery
Order Book No. 4.
Page 570.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

IN VACATION, April _____, 1913.

Contractors' Supply Company, Incorporated, etc.

vs. In Chancery.

School Board of Sleepy Hole District No. 5 of the
County of Nansemond et als.

TO THE HONORABLE JAMES L. McLEMORE, JUDGE:

Your petitioner, Portsmouth Retail Lumber Corporation, a corporation, respectfully represents that Barbour & Rodgers, general contractors on the school building mentioned in the bill in this cause, are indebted to petitioner in the sum of Two Hundred and Seventy Dollars and Fifteen cents (\$270.15), with interest thereon from the 4th day of December, 1912 until paid, for work done and materials furnished by your petitioner for said general contractors on and in said school building; and petitioner should be paid the same in this suit.

Your petitioner waives answer under oath to this petition, and prays that it may be paid the said sum of \$270.15, with interest as aforesaid, and for such other further and general relief as may be adapted to the nature of its case.

PORTSMOUTH RETAIL LUMBER CORPORATION, a corporation,

By

W.P. Lipscomb,
counsel.

W.P. Lipscomb,
Counsel for petitioner.

Contractors' Supply Co. Inc. etc.

v. Chancery.

School Board of Sleepy
Hole, etc.

Petition.

Filed:

1913 Apr. 16 the files
S. J. H.

JAMES G. MARTIN
ATTORNEY AND COUNSELOR AT LAW
ADDRESS 328 & 329 LAW BUILDING
NORFOLK, VIRGINIA
PHONES: OFFICE 1487; RESIDENCE 4571

April 21, 1913.

I consent to order which has
been entered 14 inst. in Contractors
Supply Co. etc. & School Board
etc. in an. of. of Hammond
Co. I would endorse back of order
but judge has already endorsed
it. E. H. Weeks El. Co. Inc.
Jas G. Martin

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA,

April 14, 1913.

In Vacation

Contractors Supply Company et als

vs.

IN CHANCERY

School Board of Sleepy Hole District
No. 5, of the County of Nansemond,
and D. B. Barbour and W. C. Rogers,
trading as Barbour and Rogers.

DECREE.

This cause by consent of all parties by counsel came on
this day to be heard ^{*in vacation*} upon the complainants' bill; and it appear-
ing that all the parties have been duly served with process, on
consideration whereof the Court doth adjudge, order and decree
that this cause be referred to Bradford Kilby, one of the
Commissioners of this Court, who is directed to inquire and re-
port to the Court as follows:

FIRST: An account showing the transactions between the
School Board of Sleepy Hole District No. 5, of the County of Nan-
semond, and Barbour-Brent Construction Co., or Barbour & Rogers,
general contractors.

SECOND: The amount to be allowed for expense incurred in
completing the building.

THIRD: The balance yet remaining in the hands of said
School Board.

FOURTH: The items and accounts due and properly chargeable
against the said balance with their priorities, if any priorities
exist.

FIFTH: What would be a fair compensation to be allowed to
counsel for the complainants.

Which said inquiries the said Commissioner shall make after
first giving notice of the time and place thereof to all parties
or to their counsel, and report the same to the Court along with
any matter specially stated, deemed pertinent by himself, or which
may be required by any person interested to be so stated.

*All which is hereby certified to the Clerk of this Court to be entered
in the Chancery order book, J. M. L. Somers,*

in consent to this decree

Radcliff & Phipps,

Attys for complainants.

Holland & Holland

Attorneys for School Board
of Sleepy Hole District #5,
Nansemond, County, Virginia.

W. C. Rosser by
S. E. Everett, his atty
D. B. Barbour
Portsmouth Retail Store Corp.

By
W. P. L. Isaacson
att'y.

Entered April 14, 1913.

Jama L. L. Gmson

Edgar J. Harris, trading as
Norfolk Sheet Metal Works
By W. P. L. Isaacson, att'y.

Entered in Chancery
Order Book No. 4-
Page 569.

To
Contractors Supply Company, Inc., F.A. Waterman and R.G. Taylor,
partners trading as Ocean View Plumbing and Heating Company, Edgar
Z. Harris, trading as Norfolk Sheet Metal Works, and Alexander B.
Walker. Complainants.

And

School Board of Sleepy Hole District No. 5 of the County of Nan-
semond, D.B. Barbour and W.C. Rodgers, partners trading as Barbour
and Rodgers, Portsmouth Retail Lumber Corporation, Inc. and Ernest
H. Meeks Electrical Company, Inc. Defendants.

And

All other persons whom it may concern:

You are hereby notified that on the 1st. day of May 1913 at
my office in Suffolk, Va., (at which time and place you are required
to attend), I shall take, state and settle the following accounts
which are to be taken, stated and settled and reported to Court in
pursuance of the decree of the Circuit Court of the County of Nan-
semond, Va., rendered the 14th. day of April 1913 in the suit in
chancery pending in said court to which you are parties plaintiff
and defendant, to-wit:

(1) An account showing the transactions between the School Board
of Sleepy Hole District No. 5 of the County of Nansemond and Bar-
bour-Brent Construction Company or Barbour and Rodgers, general con-
tractors.

(2) The amount to be allowed for expense incurred in completing
the building.

(3) The balance yet remaining in the hands of said school board.

(4) The items and accounts due and properly chargeable against
the said balance with their priorities, if any priorities exist.

(5) What would be a fair compensation to be allowed to counsel
for the complainants.

(6) Any matter specially stated, deemed pertinent by himself or
which may be required by any person interested to be so stated.

Given under my hand as Commissioner in Chancery of said Court
the 22nd. day of April 1913.

Bradford Kilby

Commissioner in Chancery.

Sufficient and legal service of the within notice is hereby accepted by us.

Return with Police Journal captioned, Re.
By W. D. Fiskewich, atty.
In full sheet under Work. By W. D. Fiskewich, atty.

Apr. 21, 1913. Service accepted for

Contractors Supply Co, Inc

Alexander B. Walker
and

F. L. Waterman + S. R. Taylor

Trading as Ocean View Heating + Plumbing Co

Hidalgo + Roper
attys

Service accepted
for Off weeks etc.
Gas + Martin atty

To Contractors Supply Company, Inc.; F. A. Waterman and R. G. Taylor, partners, trading as Ocean View Plumbing and Heating Company; Edgar Z. Harris, trading as Norfolk Sheet Metal Works, and Alexander B. Walker Complainants

And
School Board of Sleepy Hole District No. 5 of the County of Nansemond; D. B. Barbour and W. C. Rodgers, partners, trading as Barbour and Rodgers; Portsmouth Retail Lumber Corporation, Inc., and Ernest H. Meeks Electrical Company, Inc. Defendants

And
All other persons whom it may concern:

You are hereby notified that on the 1st day of May, 1913, at my office in Suffolk, Va. (at which time and place you are required to attend), I shall take, state and settle the following accounts which are to be taken, stated and settled and reported to court in pursuance of the decree of the Circuit Court of the County of Nansemond, Va., rendered the 14th day of April, 1913, in the suit in chancery pending in said court to which you are parties plaintiff and defendant, to-wit:

(1) An account showing the transactions between the School Board of Sleepy Hole District No. 5 of the County of Nansemond and Barbour-Brent Construction Company or Barbour and Rodgers, general contractors.

(2) The amount to be allowed for expense incurred in completing the building.

(3) The balance yet remaining in the hands of said school board.

(4) The items and accounts due and properly chargeable against the said balance with their priorities, if any priorities exist.

(5) What would be a fair compensation to be allowed to counsel for the complainants.

(6) Any matter specially stated, deemed pertinent by himself or which may be required by any person interested to be so stated.

Given under my hand as Commissioner in Chancery of said Court the 22nd day of April, 1913.

BRADFORD KILBY,
Commissioner in Chancery.

es23-7t

Virginia,

Circuit Court for the County of Nansemond, to-wit:

Contractors Supply Co. Inc.

v.

School Board of Sleepy Hole District No. 5.)

In chancery.

Commissioner's Office,

Suffolk, Va. *Sept. 10*, 1913.

To Honorable James L. McLemore, Judge of the Circuit Court for the County of Nansemond:

In pursuance of the decree of the Circuit Court for the County of Nansemond pronounced on the 14th. day of April 1913 in the suit in chancery pending in said court between the Contractors' Supply Co. Inc. et als, complainants, and School Board of Sleepy Hole District No. 5 et als, defendants, the undersigned, Bradford Kilby, one of the Commissioners in Chancery of said Court, respectfully reports as follows:

That on the 22nd. day of April 1913, your commissioner gave notice to the parties to the said suit that he would proceed on the 1st. day of May 1913, at his office in Suffolk, Va., to make the several inquiries required by said decree to be made by one of the commissioners in chancery of said court.

That sufficient and legal service of the notice was duly accepted by the parties to said suit as will appear by the endorsements on the notice herewith returned.

That your commissioner also caused said notice to be published daily, for one week, from April 23 to May 1, 1913, in the Virginian-Pilot, a news-paper published in the City of Norfolk, and having circulation in the City of Suffolk and Nansemond County, a copy of which advertisement is herewith returned and made a part of this report.

(2)

That on the said 1st. day of May, and on other succeeding days to which the taking of the required accounts and inquiries were duly adjourned, your commissioner heard the testimony of D.B. Barbour, W.C. Rodgers, J.E. Lakes, J.C. Jones, S.E. Morriss, N.R. Withers, C.A. Shoop, Edgar Z. Harris, Wade H. Brinkley, E.W. Smith, W.L. Rodgers, Abner S. Pope, Cashier of Citizens Bank, N. Block, Alexander B. Walker, E.L. Folk, A.G. Darden, Clerk of Sleepy Hole District No. 5 School Board, and E.A. Evans.

That from the testimony of said witnesses and from information otherwise obtained, your commissioner reports as follows:

(1)

That on the 15th. day of November 1911 the said School Board of Sleepy Hole District No. 5 entered into a contract with the Barbour-Brent Construction Company to erect a brick and concrete school building at Drivers, Va. at a cost of \$16,588.00. That D.B. Barbour and W.C. Rodgers, partners doing business under the name of Barbour and Rodgers, subsequently undertook, with the consent of said School Board, to complete and carry out said contract. The original contract is herewith filed marked "Exhibit I" and is made a part of this report. That said Barbour and Rodgers were paid by said School Board the sum of \$11,010.00 for work which they did in the erection of said building. That during the progress of the work on said building several sub-contractors and material men gave notice in writing to said School Board, stating the nature and character of their contracts and the probable amounts of their claims, for the purpose of making said School Board liable therefor under section 2479 of the Code of Va. That subcontractors and material men also filed several orders drawn by Barbour and Rodgers on said School Board for payment of money due them. That on account of these notices and orders, the said School Board declined to pay out any further sums of money either to Barbour and Rodgers or to any of their sub-contractors, and have paid nothing to said Barbour and Rodgers since January 18, 1913. on which date they made the last payment of \$50. to said Barbour and Rodgers.

That on or about January 18, 1913, in accordance with instructions from the architect, the said School Board took possession of the building and materials and completed said building. This action was taken after three ^{days} notice in writing to Barbour and Rodgers to proceed with completion of said building and after their neglect or refusal to comply with said notice which was given by the architect.

(2)

The amount which the said School Board was compelled to expend in order to complete the said building and for which it should be allowed credit is as follows:

1913 April 30. To amount paid W.S. Tebo and others to complete condemned work.	\$179.72
To cost of rebuilding defective concrete work, as per architect's order.	\$175.00
Total.	\$354.72

(3)

The balance yet remaining in the hands of said School Board is \$5078.50. and is arrived at as tabulated below:

By total contract price		16,588.00
By Hardware (finished) over \$100. in value furnished by general contractors, for which they should have credit, as per agreement contained in specifications.		55.22
To paid Barbour and Rodgers by School Board, prior to Jan. 18, 1913.	\$11,010.00	
To paid for extra work necessary to finish the contract.	354.72	
To penalty due by Barbour and Rodgers for delay in delivering building.	200.00	
	11,564.72	16,643.22
To amount to balance	5,078.50	
	\$16,643.22	16,643.22

(4)

The items and accounts due and properly chargeable against the said balance of \$5,078.50, are given below in the order of their priority.

	Date of Order or of Notice under Section 2479.	Names of Sub-contractors.	Amt.claimed.	Amt.Allowed.
Sec.2479	1911 Dec.11	Woodward and Son.	\$1376.76	\$1165.26
" "	1912 Jan.24	Alex.B. Walker	609.55	552.00
Order	1912 Aug.19	Contractors Supply Co.	824.72	824.72
"	1912 Aug.25	Seaboard National Bank	500.00	475.00
Sec.2479	1912 Aug.27	Berkley Foundry Co.	909.07	737.06
Order	1912 Aug.28	E.L. Folk Co.	2071.62	2000.00
"	1912 Sept.28	J.E.Lakes	259.75	250.00
"	1912 Sept.30	Ocean View Plumbing Co.	294.40	294.40
"	1912 Dec.4	Portsmouth Retail Lumber Co.	270.15	44.00
"	1912 Dec.5	Suffolk Clay Co.	1300.18	602.70
"	1912 Dec.6	S.E.Morriss Co.	98.80	72.20
"	1912 Dec.10	E.H.Meeks Electrical Co.	100.50	91.70
"	1912 Dec.10	W.L.Rodgers	300.00	300.00
"	1912 Dec.13	E.W.Smith	92.50	92.50
Sec.2479	1913 Jan.22	Lee Griffen	197.35	58.35
" "	1913 Feb.28	Crocker-Brinkley Lumber Co.	90.20	90.20
No lien		Norfolk Sheet Metal Works	229.68	209.33
" "		J.C.Jones	92.50	74.00
" "		W.L.Rodgers	118.00	118.00
" "		Benthal Machine Co.	57.98	57.98
" "		Williams Slate Co.	348.00	348.00

Note: Your commissioner found, from the evidence introduced before him, that the labor and materials for the amounts allowed by him in the above table went into the construction of the school building.

In addition to the order listed, the Contractors Supply Co. gave notice under Section 2479 that the probable amount of their claim would be \$500. This notice was dated Dec. 16, 1911, and was followed by an affidavit to a claim for \$824.72. Your commissioner is of the opinion that this notice would make the School Board personally liable for only \$500., as that amount was all they were notified to retain in order to cover said claim.

E.L. Folk Co. had a notice under section 2479 dated Sept. 13, 1912, for the sum of \$2071.62. The order in favor of this company dated Aug. 28, 1912 for the sum of \$2000. will be found listed.

The Norfolk Sheet Metal Works had an order given by Barbour and Rodgers which reads as follows: "Sept. 16, 1912. Mr. A.G. Darden, Clerk: School Board, Drivers, Va. Dear Sir: Please pay to the Norfolk Sheet Metal Works \$150. on Drivers School Building when same is accepted by School Board, Yours very truly, Barbour and Rodgers by W.C. Rodgers." This order being conditional is worthless. See Clayton v. Fawcett 2 Leigh 19. Mack Man. Co. v. Smoot 102 Va. 724., and Brooks v. Hatch 6 Leigh 542. In this case the condition never happened, for the order was not accepted by the School Board, neither was the building accepted by the School Board from Barbour and Rodgers (if the somewhat ambiguous language means that the building was to be accepted instead of the order), but said building was taken from Barbour and Rodgers in an uncompleted condition and finished by the School Board.

J.C. Jones on Sept. 26, 1912 notified the School Board that he "had allowed Barbour and Rodgers to get in his debt to the amount of \$105. for sand etc. and to consider this notice that I will look to you for the payment of same". This notice was not followed by an affidavit and further does not comply with the statute because it was given after the materials were furnished. See Steigleder V. Allen 113 Va. 686. He had given notice of a previous claim for \$60.75 which was paid, by Barbour and Rodgers on March 20, 1912.

Your commissioner calls attention to the fact that many of the claims of the sub-contractors were cut down by your commissioner. This was done after a thorough examination of the books and accounts of Barbour and Rodgers, ~~and~~ of the School Board of Sleepy Hole District No.5, also after examination under oath of the several sub-contractors whose claims were so cut, and of Messrs. Barbour and Rodgers, and Mr. A.G. Darden, Clerk of said School Board. The taking of the accounts in this cause were continued from time to time through the months of May and June, and each and every sub-contractor had the opportunity, through proper notice, ~~and~~ to appear at the several hearings, and every one whose claim was reduced from the original amount was present either in person or by attorney, and is aware of the cause for such reduction. Most of the reductions in claims were due to the fact that some the materials mentioned in them were used in the construction of the brick store of James E. Jordan, which was being erected at Driver, Va. by Barbour and Rodgers, at the same time the school building was being built.

The most difficult question in this account for your commissioner to decide was whether Notice under Section 2479 of the Code of Virginia would create a lien on the fund in the hands of said School Board, the said fund amounting to \$5.078.50 and being the balance due by said School Board to Barbour and Rodgers, the general contractors. A similar question was whether an order given by Barbour and Rodgers on the School Board to pay a sub-contractor a certain sum due him constituted an equitable assignment and as such a lien on the said fund in the hands of the School Board. Your commissioner is of the opinion that both Notice under Section 2479 and the order given by general contractor on the owner would create a lien on said fund and entitle the sub-contractor to priority in the distribution of said fund. Your commissioner's decision on this point is based chiefly on the fact that no question of public policy is involved in the distribution of this fund,

6

such as there would be, had the sub-contractors attempted to file mechanic's liens on the School Building itself. The building itself is no jeopardy. That was finished on April 30, 1913, and was in use prior to that time by the School authorities. The sub-contractors in this suit are contesting for priority in the disbursement of the balance of the contract price of the building, which still remains in the hands of the School Board.

The question as to whether a Public School Board's fund could be subjected to a lien (in the nature of a garnishment) by notice under Section 2479 of the Code, has never been decided in Virginia. But in *Portsmouth Gas Co. v. Sanford*, 97 Va. 124, it was held that "A municipal corporation may be garnished or attached for a debt due to one of its creditors just as a natural person may be. Such a proceeding is not contrary to the public policy of this State." And in *Hicks, Trustee, v. Roanoke Brick Co. and others*, 94 Va. 741, it was held that "A writ of fieri facias against a contractor is a lien upon the amount due him by a city for work done between the date the writ was placed in the hands of an officer to be executed and the return day of the writ". Sections 3652d-e-f of the Code of Virginia allow the garnishment of the salaries of State and City officials, and therefore it seems to be the well established public policy of Virginia to permit the acquirement of liens on funds in the hands of public bodies. If this be true, your commissioner sees no reason why sub-contractors of Barbour and Rodgers who have proceeded and acted under Section 2479 of the Code should not have priority in the distribution of the balance of the contract price of the school building still remaining in the hands of the School Board. Your commissioner is of the opinion that this remedy of the sub-contractor is entirely dis-connected from and additional to the remedy by lien upon the building, and that it does not depend upon the right to enforce a mechanic's lien upon the building. In this case, it is the only remedy provided by the lien law, because the pursuit of the remedy by foreclosure would involve the taking of the building which by public policy and public necessity is

exempt from such procedure. Your commissioner would call attention to the language of the Court in *S.V.R.R.Co.v.Miller*, 80 Va. page 830 which states that the right to charge the owner personally is wholly independent of the other provisions of the mechanic's lien law.

Bates v.Santa Barbara Co., 27 Pacific 438, seems to be on all fours with the present case. The facts in that case were as follows: Booty and Holmes were general contractors for a public building to cost \$19,850, of which \$11,991 was paid out to the general contractors, leaving a balance of \$7,859 which was disposed of in the suit. Bates, a sub-contractor furnished material, and served notice in writing upon the County officials of his intention to look to the County personally for his money by virtue of Section 1187 of the Code of California. The Court sustained the contention of Bates priority in said fund. The Court said: "Appellants^{contention} that a lien can not be acquired against a public building is sustained by the authorities. Under section 1187 referred to above, the mechanic or material man may give the owner of the building upon which he has performed labor or for which he has furnished material, a written notice of his claim and thereupon it becomes the duty of such owner to retain sufficient funds to answer such claim. Upon receipt of the notice, the owner becomes liable as a garnishee. In *McAlphin v.Duncan*, 16 Cal., it says that it is a form of equitable subrogation, regulated by a statute. See also *Loonie v.Hogan* 9 N.Y.439. The equitable garnishment provided for by this section is a cumulative remedy in ordinary cases. But in this instance, it is the only remedy provided by the lien law because the pursuit of the remedy by foreclosure would involve the taking of a public building which on the grounds of public policy and public necessity are exempt from execution and forced sale. And this remedy is one which does not contravene any principle of public policy. It operates merely as an assignment pro tanto of the money due by the owner to the contractor, and in no way affects the public building. The true spirit and merit of the statute is lost sight of in the contention that this remedy is a

mere substitute for the remedy by lien, and that when the latter does not exist, the former can not exist. The right ^{to} control and direct the funds remaining in the hands of the owner is as distinct and independent as a right to file and enforce a lien. It is a remedy entirely disconnected from and additional to the remedy by lien upon the building, as this exceptional element which it is claimed arrests in this case the usual operation of the lien law, does not exist." In *University of Virginia v. Snyder* 100 Va. 568, Section 8 of syllabus, page 568, and also page 582, it would seem by inference, that had Snyder complied with Section 2479, he would have gotten his money, when the Court said in quoting from *Screiber v. Bank* 99 Va. 257 that "The owner is under no obligation to protect the interest of the sub-contractor, except where the latter has complied with the law, and thus put himself in a position to demand protection from the owner".

Your commissioner is of the opinion that the several orders given by Barbour and Rodgers on the School Board constitute valid equitable assignments and as such liens upon the fund in the hands of the School Board. See *Chesapeake Association v. Coleman* 94 Va. 434 where the Court says: "It seems well settled that in order to constitute a valid assignment in equity, all that is necessary is an order from the person to whom the money is due or coming, on the person in whose hands or under whose control it may be, to pay it to the payee". And Again in *Hicks, Trustee v. Roanoke Brick Co.* 94 Va. 745, the Court says:

"There can no doubt as to the doctrine that when, for a valuable consideration from the payee, an order drawn upon a third person and made payable out of a particular fund, then due or to become due from him to the drawer, and is delivered to the payee, it operates as an equitable assignment pro tanto of the fund, and constitutes a lien upon it in the hands of him who owes the debt, or has possession of the fund out of which the order is made payable."

Your commissioner is of the opinion that the public policy of this State does not forbid the acquirement of a lien on the funds in the hands of a public body, such as a School Board, by the method of an order or equitable assignment, any more than doing so by notice under Section 2479. of the Code.

Your commissioner thinks that there should be no preference of a lien acquired by equitable assignment over those acquired by notice under section 2479, or vice versa, but that all should be paid in the order of time acquired, just as they have been tabulated above, until the fund shall have been exhausted.

(5)

Your commissioner thinks that \$ 75.⁰⁰ would be a fair compensation to be allowed to counsel for the complainants.

(6)

Your commissioner files herewith as part of this report letters from Charles M. Robinson, Architect of said School Building, showing time building was occupied, the authority from said architect to the school board for taking said contract from Barbour and Rodgers, and for retaining \$185. to replace defective work of Barbour and Rodgers. There is also filed an agreement between the architect, School Board and Barbour and Rodgers showing the correct penalty for delay in delivering said building to the School Board to be \$200.

There is no other matter deemed pertinent by your commissioner or required by any person interested to be so stated.

Respectfully submitted this 10th. day of September 1913.

Bradford Kelby

Commissioner in Chancery.

Com's fee \$200.

Portsmouth Retail Lumber Corporation, by counsel, excepts to so much of this report as holds Sec. 2479 of Code of Va. to be applicable.

W.P. Lipscomb, counsel.

Norfolk Sheet Metal Works, by counsel, makes same exception, & in addition thereto, makes the further exception that commissioner erred in not recognizing its order as valid.

W.P. Lipscomb, counsel.

September 25, 1912.

School Board, Sleepy Hole Dist., Nansemond County, Va.

Mr. A. G. Darden, Clerk.

Gentlemen:

We hereby request that you grant us an extension of time for the completion of our contract for the erection of Driver Agricultural High School building until October 3rd, 1912, at which time we agree to deliver the building to you finished and complete, except the slate treads of the stairs, which we agree to have in place within thirty days from this date.

We further agree that for each and every work day after October 3rd, 1912, you shall deduct \$25.00 from our contract price as damages for the said delay.

Barbours & Rodgers
Contractors

Witness:

Per W. B. Rodgers

G. Brinsley

I hereby recommend that this extension of time be granted.

Charles M. Robinson
Architect. C.M.R.

The above request for an extension of time is hereby granted.

A. G. Darden
Clerk of School Board.

Building was given to
School board October 15 at noon
Witness J. B. L. D'farnette A. G. Darden
Eight days penalty \$200.-

Charles M. Robinson
President.

Charles M. Robinson, Inc.
Architects
2901 Grove Avenue
Richmond, Virginia

October 18, 1912.

Re Driver Agricultural High School.

Mr. A. G. Darden,
Clerk, School Board, Sleepy Hole District, Nansemond County,
Driver, Virginia.

Dear Sir:

We, the undersigned contractors for the new high school building, hereby grant you permission to move the school into said building and occupy same from this date. It is understood and agreed by us that in granting you the occupancy of the building in no way signifies an acceptance of the same by the School Board or the Architect as being completed.

We beg to call your attention to the uncompleted condition of the main stairway from the first to the second floor and advise that you warn the pupils of the condition of said stairway, as we will not be liable for any injury to persons using said stairway. We wish to state further that the building will be delivered to you in a clean condition, and that we will in no way be responsible for keeping the building clean.

Very truly yours,

BARBOUR & RODGERS,

Per

I recommend that the building
be occupied as above

CHARLES M. ROBINSON, Inc.,

John B. Crawford
Chief Draftsman.

A. G. Darden Clerk

Charles M. Robinson
President.

Charles M. Robinson, Inc.
Architects
2901 Gracie Avenue
Richmond, Virginia

January 2, 1913.

Re Driver School.

Mr. A. G. Darden,
Clerk of School Board,
Driver, Virginia.

Dear Sir:

Barbour & Rodgers have refused or neglected to complete their contract for the Agricultural High School building at Driver, Virginia. They have been notified in writing by me to proceed with the completion of same within three days. They have not complied with these instructions, and therefore you are authorized to take possession of the building and materials and to complete the same and charge to their account.

Yours very truly,

Charles M. Robinson

CMR-

Charles M. Robinson,
President.

Charles M. Robinson, Inc.
Architects
508-11 Times-Dispatch Building
Richmond, Virginia

April 29, 1913.

Re Driver School.

Mr. A. G. Darden,
Clerk, School Board,
Driver, Virginia.

Dear Sir:

Replying to your night letter April 28th, will say that I enclose you certificate for \$57.42 for Barbour & Rodgers account uncompleted work. I recommend that you retain \$185.00 for the defective cement work on stairs. This work was condemned by me and the recommendation made that the work be done during vacation time.

Respectfully yours,

CMR-

THIS LETTER WAS DICTATED BY
MR. ROBINSON BUT WAS NOT
READY FOR HIS SIGNATURE BE-
FORE HE LEFT THE OFFICE

Charles M. Robinson

THE
UNIFORM CONTRACT.

FORM 19642-S.

FORM OF CONTRACT
ADOPTED AND RECOMMENDED FOR GENERAL USE
BY THE
AMERICAN INSTITUTE OF ARCHITECTS
AND THE
NATIONAL ASSOCIATION OF BUILDERS.

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N. Y., Licensee for Exclusive Publication.

REVISED 1907

This Agreement, made the 15th day of
October in the year one thousand nine hundred and eleven by and between
Barbour-Brent Construction Co., of Norfolk, Va.,

_____ party of the first part (hereinafter designated the Contractor), and
The School Board of Sleepyhole District, Mansemond Co., Va.

_____ party of the second part (hereinafter designated the Owner S),
Witnesseth that the Contractor , in consideration of the agreements herein made by the Owner ,
agree with the said Owner as follows:

ARTICLE I. The Contractor shall and will provide all the materials and perform all the work for the
erection and completion of a brick and concrete school building
to be built at Driver, Va.

_____ as shown on the drawings and described in the specifications prepared by
Charles M. Robinson
Architect, which drawings and specifications are identified by the signatures of the parties hereto, and
become hereby a part of this contract.

ART. II. It is understood and agreed by and between the parties hereto that the work included
in this contract is to be done under the direction of the said Architect, and that his decision as to
the true construction and meaning of the drawings and specifications shall be final. It is also under-
stood and agreed by and between the parties hereto that such additional drawings and explanations as
may be necessary to detail and illustrate the work to be done are to be furnished by said Architect,
and they agree to conform to and abide by the same so far as they may be consistent with the purpose
and intent of the original drawings and specifications referred to in Art. I.

It is further understood and agreed by the parties hereto that any and all drawings and specifi-
cations prepared for the purposes of this contract by the said Architect are and remain his property,
and that all charges for the use of the same, and for the services of said Architect, are to be paid by
the said Owner .

ART. III. No alterations shall be made in the work except upon written order of the Architect ;
the amount to be paid by the Owner or allowed by the Contractor by virtue of such alterations to be
stated in said order. Should the Owner and Contractor not agree as to amount to be paid or allowed,
the work shall go on under the order required above, and in case of failure to agree, the determination
of said amount shall be referred to arbitration, as provided for in Art. XII of this contract.

ART. IV. The Contractor shall provide sufficient, safe and proper facilities at all times for the
inspection of the work by the Architect or his authorized representatives ; shall, within twenty-four
hours after receiving written notice from the Architect to that effect, proceed to remove from
the grounds or buildings all materials condemned by him, whether worked or unworked, and to take
down all portions of the work which the Architect shall by like written notice condemn as unsound or

improper, or as in any way failing to conform to the drawings and specifications, and shall make good all work damaged or destroyed thereby.

ART. V. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Architect, the Owner shall be at liberty, after three days written notice to the Contractor, to provide any such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract; and if the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, the Owner shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances thereon, and to employ any other person or persons to finish the work, and to provide the materials therefor; and in case of such discontinuance of the employment of the Contractor they shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the Owner in finishing the work, such excess shall be paid by the Owner to the Contractor; but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the Architect, whose certificate thereof shall be conclusive upon the parties.

ART. VI. The Contractor shall complete the several portions, and the whole of the work comprehended in this Agreement by and at the time or times hereinafter stated, to wit:

As per before June 1879: 2

ART. VII. Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, of the Architect, or of any other contractor employed by the Owner upon the work, or by any damage caused by fire or other casualty for which the Contractor are not responsible, or by combined action of workmen in no wise caused by or resulting from default or collusion on the part of the Contractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid, which extended period shall be determined and fixed by the Architect; but no such allowance shall be made unless a claim therefor is presented in writing to the Architect within forty-eight hours of the occurrence of such delay.

ART. VIII. The Owner agree to provide all labor and materials essential to the conduct of this work not included in this contract in such manner as not to delay its progress, and in the event of failure so to do, thereby causing loss to the Contractor, agree that they will reimburse the Contractor for such loss; and the Contractor agree that if they shall delay the progress of the work so as to cause loss for which the Owner shall become liable, then they shall reimburse the Owner for such loss. Should the Owner and Contractor fail to agree as to the amount of loss comprehended in this Article, the determination of the amount shall be referred to arbitration as provided in Art. XII of this contract.

ART. IX. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Owner to the Contractor for said work and materials shall be Sixteen thousand five hundred and eighty-eight (\$16588.00) dollars.

subject to additions and deductions as hereinbefore provided, and that such sum shall be paid by the Owner to the Contractor, in current funds, and only upon certificates of the Architect, as follows:

1st payment when first floor joists are on	\$2500.
2nd " " second " " " "	2500.
3rd " " roof is on	3000.
4th " " plastering is done and building enclosed	2500.
5th payment " building is completed	2500.
6th and	

The final payment shall be made within thirty days after the completion of the work included in this contract, and all payments shall be due when certificates for the same are issued.

If at any time there shall be evidence of any lien or claim for which, if established, the Owner of the said premises might become liable, and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify ~~them~~ against such lien or claim. Should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the Contractor default.

ART. X. It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

ART. XI. The ~~Owner~~ Contractor shall during the progress of the work maintain insurance on the same against loss or damage by fire, or other casualty the policies to cover all work incorporated in the building, and all materials for the same in or about the premises, and to be made payable to the parties hereto, as their interest may appear.

~~The owners to reimburse contractors for premiums so paid.~~
ART. XII. In case the Owner and Contractor fail to agree in relation to matters of payment, allowance or loss referred to in Arts. III or VIII of this contract, or should either of them dissent from the decision of the Architect referred to in Art. VII of this contract, which dissent shall have been filed in writing with the Architect within ten days of the announcement of such decision, then the matter shall be referred to a Board of Arbitration to consist of one person selected by the Owner, and one person selected by the Contractor, these two to select a third. The decision of any two of this Board shall be final and binding on both parties hereto. Each party hereto shall pay one-half of the expense of such reference.

Art. XIII. Before any money shall become due under this contract the contractors shall furnish the owners with satisfactory bond in the sum of (\$4000.00) for the faithful execution of this contract, plans and specifications.

The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In Witness Whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

In Presence of

School Board of Shelby, N.C. Dec. 1st. 1905

J. A. Bond
Chairman

A. E. Harlow
Clerk

Barbara Brent Carr. .00

By DVB Barlow

THE
UNIFORM CONTRACT

FORM OF CONTRACT

ADOPTED AND RECOMMENDED FOR GENERAL USE BY THE
AMERICAN INSTITUTE OF ARCHITECTS
AND THE
NATIONAL ASSOCIATION OF BUILDERS.
REVISED 1905 AND 1907.

AGREEMENT

BETWEEN

Barbour-Brent Construction Co.,
Contractor

AND

School Board Sleepyhole District,
Owner

FOR

Mansemd Co., Va.,

Driver School, Driver, Va.,

October 1911.

ARCHITECT

Charles M. Robinson

AMOUNT OF CONTRACT

\$ 16588.00

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BY THE AMERICAN INSTITUTE OF ARCHITECTS, WASHINGTON, D. C.

REVISED 1907

LICENSEE FOR EXCLUSIVE PUBLICATION

E. G. SOLTSMANN,

Soltmann "TEE-SQUARE" Building,

134-140 W. 29TH ST., NEW YORK, N. Y.

(Form 19642-S.)

D. B. Barber being duly sworn deposes as follows:

(Examined by Mr. Riddleburger)

Mr. Barber, The Suffolk Clay Company has ^{filed}~~found~~ an account in these proceedings for brick furnished amounting to \$1300.18.

Q. Will you please state whether or not all the material in that account went into the High School Building at Drivers?

A. No Sir.

Q. Will you please state why you think that? ^PFrom this bill it looks like that \$722.50 went into the building and are you quite certain of that Mr. Barber?

A. I think that about the amount that was taken for the Jordan job. The bills from The Suffolk Clay people prove about the same.

Q. Will you please state in a general way how you identify the fact that that amount went into the so called Jordan job?

A. The bills themselves show it.

Mr. Webb.

Q. Can you say Mr. Barber, with certainty, the quantity of bricks that went into this school that was bought and not paid for?

A. The exact amount I think the Barber books will show.

Q. Can you state how many bricks went into this building?

A. I think about \$1412.34 worth.

Statement of Mr. Withers.

The total amount of brick furnished to the school job was \$1495.34. Total payment on the school job, \$730.64; leaving a balance of \$764.70 due (that amount was due ^{and paid} prior to the delivery of any bricks to the Jordan job.) There was furnished to the Jordan job \$722.50 worth of brick. The difference between the balance due on the school job of \$764.70 and the

balance due on Jordan job \$722.50 making a total of \$1487.20, and the amount of \$1300.18 is for freight with which Barber and Rodgers should be credited. All of which freight is credited on the school job.

Mr. N. R. Withers presents a claim from the Benthall Machine Co., amounting to \$57.98 for weights.

Q. Mr. Barber is that correct?

A. Yes that is correct.

Q. Mr. Barber did this material go into the school building?

A. It certainly did.

The next bill presented was The Portsmouth Retail Lumber Corp., sworn to and itemized.

Q. Is this bill correct and did all of this material go into the High School Building at Drivers?

A. Out of the list of material mentioned in the claim of the Portsmouth Retail Lumber Corp., only \$44.00 worth went into the construction of the High School Building.

Mr. Lipscomb.

Q. Mr. Barber, Upon what do you rely when you say only \$44.00 went into the High School?

A. I know from the bill that that is the only thing that we lacked in the way of sheathing.

Q. Mr. Barber, did I understand that all the sheathing in this bill went into the High School Building?

A. No Sir.

Q. Will you please take out the item that went into the High School Building?

A. The first item on the list was 20,000 ft. 8" tongue. He has it \$45.00 but our bill shows \$44.00.

Q. Will you please produce the bill you received from the Portsmouth Retail Lumber Corp.?

A. I haven't the bill here with me.

Q. Are there any other items in that statement for material which went into the High School Building?

A. No sir.

Q. Then where was the balance of your material used?

A. Used at Deans on Mrs Hargrove's house.

Q. Why did you give the Portsmouth Retail Lumber Corp. the order shown unless some of the material went into the school at Drivers?

A. You wont see that in my hand writing.

By Mr. Lipscomb.

Mr. W. C. Rodgers, ~~questioned~~ *being duly sworn deposes as follows:*

By Mr. Lipscomb:

Q. Mr. Rodgers are you familiar with the itemized statement filed by The Portsmouth Retail Lumber Corp?

A. Yes, sir.

Q. Are you prepared to state how much of that bill represents material which went into the High School at Drivers?

A. Yes, sir.

Q. Please state the amount which went into the High School at Drivers?

A. The first bill , July 25th, \$44.00

Q. Are you positive that \$44.00 represents all the material which went into the High School Building?

A. Yes, sir.

Q. Upon what facts do you base that statement?

A. Well, I bought all the material myself and all the rest I bought for Mrs. Hargrove's job at Deans and this item I bought myself.

Q. Did you superintend the construction of either of these buildings?

A. I did not.

Q. Then are you prepared to say that none of the material represented in the other item went into the High School?

A. I shipped it to Deans , I do not see how it could go into the High School Building.

Q. Did you attend shipment of all the items in that bill?

A. Yes, sir.

Q. Mr. Rodgers, did you make that order in favor of Portsmouth

Retail Lumber Corp. against the School Board ?

A. I did.

Q. What was the amount of that order?

A. \$270.15.

Q. Why did you give The Portsmouth Retail Lumber Corp. the order on the School Board amounting to \$370.15.

A. I gave the order for \$200.00 on Mrs. Hargrove's and the rest on the school building which was \$270.15.

Q. Of that \$270.15 what was the amount for material furnished the High School?

A. \$44.00

witness-
Mr. Barber. *resumes the stand.*

Mr. Lipscomb, attorney for the The Norfolk Sheet Metal Works, for \$229.68.

Q. Mr. Barber, is this bill correct and did all the material mentioned therein go into the construction of the High School at Drivers?

A. It seems from our books that \$169.56 is the balance due on that account.

Q. Please state how much of the bill rendered by the Norfolk Sheet Metal Works represents material which went into the school at Drivers?

A. \$169.56 worth from the books went into the school building. In addition to that amount, there is an item of ~~practically~~ ^{\$60.12} ~~\$50.00~~ which represents material that may have gone into the High School but as to that I am not positive, the difference between \$169.56 and \$229.68.

Edgar E. Harris, being duly sworn deposes as follows:

Q. Are you the proprietor of the Norfolk Sheet Metal Works?

A. Yes, sir.

Q. I hand you a bill against Barber & Rodgers in ~~favor of~~ ^{for} this amount \$229.68, which report represents the balance due for roofing and sheet metal work on the Driver High School Building. Please state whether or not you know that the material repre-

5.

sented in that bill did or did not go into the High School Building?

A. I do understand that it all went in.

Q. I understand you to say that you are positive that the amount still owing you, \$229.68, represents material all of which went into the High School?

A. Yes, sir.

Q. Why are you positive of that fact?

A. Because I put the material on there with my own hands.

Q. Please look at the itemized statement showing the materials which you claim went in to the building and then tell the commissioner whether or not you are positive that you, yourself, helped put all of that material in the High School Building?

A. I put in part of this material myself and the balance was put in by my men under my personal supervision.

Q. Mr. Harris are you positive that the difference between your bill as rendered and the \$169.56 which Mr. Rodgers admits, went into the building?

A. Yes, sir.

Q. Please explain to the commissioner what work this difference represents.

A. \$28.00 of this bill is for extra work, taking out and replacing broken slate, for which Mr. Barber agreed to pay me before the work was begun.

Q. You say that you are positive that the full amount of \$229.68 went into the High School Building and that amount is now still due you?

A. I am.

Mr. Barber, resumes witness-stand.

Q. Do you admit that the difference between \$169.56 and the bill rendered should be paid the Norfolk Sheet Metal Works?

A. No, sir, he had a contract with Barber & Rodgers just the same as Barber & Rodgers had with the School Board to furnish this roofing, and he claims broken slate before the roof was ever finished.

Q. What was the amount of that contract price?

A. \$830.00.

Q. Did you promise to pay the difference?

A. If I promised I do not remember it. I couldn't make a promise that he had finished his roof and I think Mr. Darden finished the job at last. Mr. Harris was the sub-contractor to put the slate on the roof.

Q. Have you paid the Norfolk Sheet Metal Works all of their \$830.00 contract price except the \$169.56?

A. Yes, sir.

Q. Did the work for which ^{\$60.12}~~fifty odd~~ dollars is charged have to be done over again?

A. I do not know anything about that fifty odd dollars.

Q. Why does Mr. Harris claim that this slate should be paid for by Barber & Rodgers?

A. He says that his men overloaded the scaffold and it fell.

Mr. Harris, *resumes the witness stand.*

Q. Mr. Harris please state to the commissioner how much of this ^{\$60.12}~~fifty odd~~ dollars represents what Mr. Barber refers to as broken slate?

A. Not any.

Q. Please state as nearly as you can exactly what this ^{\$60.12}~~fifty odd~~ dollars represents.

A. This \$28.00 charged is for slate broken on the main roof, after that had been completed, by workmen dropping material from the tower on this roofing. I replaced this broken slate and Mr. Barber agreed to reimburse me for the labor and slate. I had an understanding with Mr. Barber that any damage done to the completed main roof was to be borne by him before the tower was built. I have made no charge in my bill for slate broken by the breaking of the scaffold.

Mr. Barber, *resumes the witness stand.*

Q. Mr. Barber did you have any understanding with Mr. Harris for paying him for broken slate?

A. I do not remember any.

Q. Mr. Barber, did he charge you for any slate that was broken on the other side of the building that was not trampled on by any workmen?

A. I do not know whether he has or not, I do remember that when the lightning rod man went there to put the lightning rods on that the slate was broken so bad that he would not work on the building.

(Mr. Lipscomb objects to the evidence just given).

Q. Can you say what the condition was when his work was completed.

A. I examined the roof and found a good many slate broken, also when Mr. Robertson, the architect, came down he wrote Mr. Darden to have him fix that roof and put it in good shape, that was after they had taken the work from Barber & Rodgers. Mr. Darden, Chairman of the School Board, ordered him to fix the roof. (Council for the Norfolk Sheet Metal Works excepts from this question and answer on the ground that they are both purely heresay.)

Q. Mr. Barber, would you represent in any way for the condition of that roof that was condemned?

A. If so, I do not know why he had the contract with Barber & Rodgers to put the work on and complete it which had never been accepted.

Q. Did any of your men brake the roof by trampling on it?

A. Not by my knowledge.

Q. Can you say whether or not this slate was broken by your workmen ^{throwing} ~~destroying~~ bricks and etc., from the tower on this roof?

A. It was not by my orders or my knowledge.

Q. Did you see any of the workman do so?

A. No sir.

Q. Mr. Barber didn't you state when you were first put on the stand that you did not know much about this bill but would have to ask Mr. Rodgers, that he knew more about it than you did.

A. About the books.

8-

Q. Mr. Barber, how long after the roof had been completed was it that you discovered that the slate was broken and in bad condition?

A. The roof was not completed until the morning Mr. Darden last paid me.

Q. When was that?

A. January 14th, 1913.

Q. Do you know how any of the slate was broken?

A. I do not.

Contractors' Supply Co. et als

v. }

School Board of Sleepy.

Hole District No. 5.

Report of Bradford Kilby

Commissioner in Chancery

Under decree of April

14. 1913.

Filed September 25/13.

S. J. Parker,

De.

~~Bradford Kilby~~

ATTORNEY AT LAW,
SUFFOLK, VIRGINIA.

VIRGINIA. IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Contractors Supply Company, Incorporated, etc.,

vs. In Chancery,

School Board of Sleepy Hole District No. 5 of the County
of Nansemond, D. B. Barbour and W. C. Rogers.

Your petitioner, Ernest H. Meeks Electrical Company, Incorporated, a corporation, respectfully represents that said Barbour and Rogers, general contractors on the School Building mentioned in the bill in this cause, are indebted to your petitioner in the sum of one hundred dollars and fifty cents (\$100.50) with interest thereon from the 7th day of February, 1913, for work and material furnished by your petitioner for said general contractors on and in said School Building; and the your petitioner should be paid the same in this suit. Your petitioner waives answer to this petition under oath, prays that it may be paid said one hundred dollars and fifty cents (\$100.50), and for such other and general relief as may be adapted to the nature of its case.

Ernest H. Meeks Electrical Co. Inc.
by Jas. G. Martin,
Counsel.

Jas. G. Martin
Counsel for said petitioner

1913 Mar. ^{22nd} ~~18th~~ July 22 m

JAMES G. MARTIN
ATTORNEY AND COUNSELOR AT LAW
OFFICES, 328-9 LAW BUILDING
NORFOLK, VIRGINIA
BELL PHONE 1487

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

VIRGINIA.

CONTRACTORS SUPPLY COMPANY ET ALS

VS.

SCHOOL BOARD OF SLEEPY HOLE DISTRICT
NO. 5 OF THE COUNTY OF NANSEMOND, AND
D. B. BARBOUR AND W. O. RODGERS,
TRADING AS BARBOUR & RODGERS.

IN CHANCERY.

D E C R E E.

This cause came on this day to be heard upon the papers formerly read and the report of Commissioner Bradford Kilby, dated the *10th* day of September, 1913, made in pursuance of an order of this Court on the *14th* day of *April*, 1913, and exhibits filed with said report, which report was filed on the *25th* day of September, 1913, and to which no exception has been taken, the same having been returned more than ten days, and was argued by counsel.

On consideration whereof the Court doth confirm the said Commissioner's report, and it appearing to the Court from said Commissioner's report that the School Board of Sleepy Hole District, No. 5, has a balance on hand of Five Thousand, ~~Sixty~~ ^{seventy} eight Dollars and Fifty Cents (\$50~~78~~⁷⁸.50), the Court doth adjudge, order and decree that the said School Board, out of the funds now in its hands, first pay to the plaintiffs their costs in this behalf expended, and all other costs incident to this proceeding, including a fee of Two Hundred Dollars (\$200.00) to Bradford Kilby, Commissioner in this cause, ~~and a fee of Seventy five Dollars (\$75.00) to Riddleberger and Roper, counsel for the complainants;~~

And it further appearing to the Court from said Commissioner's report, that certain creditors therein named have a priority against the fund now in the custody of the said School Board, and are entitled to have their accounts paid in full in the order of priority as shown in the said Commissioner's report, the Court doth adjudge, order and decree that the said respondent,

the School Board of Sleepy Hole District No. 5, after first paying the costs and fees above mentioned, do pay to those mentioned below, in the order named, the following amounts, until said fund shall have been fully paid out:

Woodward & Son - - - - -	\$1165.26
Alexander B. Walker - - - - -	552.00
Contractors Supply Company - - -	824.72
Seaboard National Bank - - - - -	475.00
Berkley Foundry Company - - - - -	737.06
E. L. Folk Company - - - - -	2000.00
J. E. Lakes - - - - -	250.00
Ocean View Plumbing Co. - - - - -	294.40
Portsmouth Retail Lumber Co.- -	44.00
Suffolk Clay Company - - - - -	602.70
S. E. Morriss Company - - - - -	72.20
E. H. Meeks Electrical Co. - -	91.70
W. L. Rodgers - - - - -	300.00
E. W. Smith - - - - -	92.50
Lee Griffen - - - - -	58.35
Crocker-Brinkley Lumber Co. - -	90.20
Norfolk Sheet Metal Works - - -	209.33
J. C. Jones - - - - -	74.00
W. L. Rodgers - - - - -	118.00
Benthal Machine Company - - - -	57.98
Williams Slate Company - - - -	348.00

And it appearing to the Court from said Commissioner's report that the defendants, D. B. Barbour and W. C. Rodgers, are justly and truly indebted to the creditors named in said Commissioner's report in the amounts therein respectively shown, it is adjudged, ordered and decreed that the creditors of the said defendants, D. B. Barbour and W. C. Rodgers, be given judgments against the said defendants, D. B. Barbour and W. C. Rodgers, for the amounts of their claims as allowed by the Commissioner in this proceeding, less any

credits any such creditors may receive by virtue of the distribution of
the fund above mentioned in the manner prescribed by this decree.

And said School Board of Sleepy Hollow
District No 5. shall make report to
Court of the several amounts disbursed
by them and how same paid.

IN THE CIRCUIT COURT OF
NANSEMOND COUNTY, VIRGINIA.

CONTRACTORS SUPPLY COMPANY ET ALS

V.

SCHOOL BOARD OF SLEEPY HOLE DISTRICT
NO. 5 OF THE COUNTY OF NANSEMOND,
AND D. P. BARBOUR & W. C. RODGERS,
TRADING AS BARBOUR & RODGERS.

IN CHANCERY.

D E C R E E.

Enter October 25. 1913

John L. Moore.

Entered in Chy. Order
Book No. 4. Page 597.

LAW OFFICES

RIDDLEBERGER & ROPER
BANK OF COMMERCE BUILDING
NORFOLK, VIRGINIA

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND, VIRGINIA.

Contractors Supply Company, Incorporated, a corporation, et als.

vs.

IN CHANCERY.

School Board of Sleepy Hole District #5 et als.

The answer of the School Board of Sleepy Hole District #5 to a bill in equity filed against it and others by the Contractors Supply Co., Incorporated, and others.

The School Board of Sleepy Hole District #5, for answer to said bill or to so much thereof as it is deemed material to answer, answers and says as follows:

That the School Board of Sleepy Hole District #5, of the County of Nansemond, Virginia, on the 15th day of November, 1911, entered into an agreement with the Barbour-Brent Construction Company, of Norfolk, Virginia, for the erection and completion of a brick and concrete building at Driver, Virginia, and that, subsequently, D. B. Barbour and W. C. Rodgers, partners trading as Barbour & Rodgers undertook to complete and carry out said contract.

That the price to be paid for work and materials in the erection and construction of said building was Sixteen Thousand, Five Hundred and Fifty-eight Dollars (\$16,558), payable \$2500 when first floor joists were on, \$2500 when second floor joists were on, \$3,000 when roof was on, \$2500 when plastering was done and building enclosed, \$2500 when the building was completed, and the final payment was to be made within thirty days after the full completion of the work.

That the said Barbour-Brent Construction Company, and, subsequently, Barbour & Rodgers, prosecuted the erection of the building aforesaid and evidently made purchases of supplies and various building material from sub-contractors and material men, and this respondent, in accordance with the terms of its agree-

ment, made settlements with the said Barbour-Brent Construction Company, and, subsequently, with Barbour & Rodgers, as the work progressed.

That under the terms of its said contract, the said School Board of Sleepy Hole District #5 was, if, at any time, there should be evidence of any lien or claim for which, if established, the owner of the said premises might become liable, given the right to retain, out of any payments then due or thereafter to become due, an amount sufficient to indemnify it against such lien or claim.

That during the progress of the work several of the sub-contractors and material men gave notices in writing to the respondent, stating the nature and character of their contracts and the probable amounts of their claims for the purpose of making, if possible, respondent liable therefor, and, upon the receipt of such notices, this respondent retained certain sums out of payments then due or to become due.

That finally the School Board of Sleepy Hole District #5 declined to make further payments to the said Barbour-Brent Construction Company, or to Barbour & Rodgers, and refused to accept any pay any orders on the fund provided for the erection and completion of said building.

That the said School Board of Sleepy Hole District #5 has declined to pay out additional sums until it is ascertained by a decree of court to whom the said funds which it has retained now belong, and that the said fund now in its hands amounts to the sum of \$5213.28.

That the said contractors made their own contracts with sub-contractors and material men, and that this respondent is ignorant of said contracts and also of the amounts now due thereunder, and calls for strict proof thereof.

That it is true that the said School Board of Sleepy Hole District #5 has refused to pay the claims of said complainants, because it desired that the fund now in its hands should be properly paid out and distributed.

That the said contractors did not complete the work included in the contract made with the School Board, in accordance with the terms and provisions of the contract, and the said School Board has been put to much additional expense in an effort to complete said building, which expense this respondent believes should be deducted from the fund now in its hands.

This respondent unites with the complainants in the prayer that one of the Commissioners of this court may be directed to prepare and set forth an account of all monies disbursed by the School Board of Sleepy Hole District #5, showing the sum yet remaining in the hands of the said Board, the items and accounts due and properly chargeable against the said sum, with their respective dignities and priorities, and the amount that ought to be deducted on account of expense incurred by said Board in the completion of said building, and make report thereof to court.

That the said School Board of Sleepy Hole District #5 is anxious and willing to produce before the said Commissioner all books of account, vouchers, statements and other needful papers, and is anxious and willing, when the report of said Commissioner is completed, to disburse the sum ascertained to be due under the directions, and in accordance with the instructions, of this honorable court.

And now having fully answered, this respondent prays to be hence dismissed, etc.

School Board of Sleepy Hole District #5,
of the County of Nansemond, Virginia

By

Holland Holland

Counsel.

Contractors' Supply Co.,
et als.,)

vs.)

ANSWER.

School Board of Sleepy Hole
District #5 et als.

*Filed in Nansemond
County Clerk's Office
1913. March 13.
J. E. Bunting, Clerk.
By D. J. Parker
D.C.*

HOLLAND & HOLLAND
SUFFOLK, VA.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

To the

Honorable James L. McLemore,

Judge of the Circuit Court of Nansemond County:

Humbly complaining, your orators, the Contractors' Supply Company, Incorporated, a corporation of the City of Norfolk, Virginia, Edgar Z. Harris, trading as Norfolk Sheet Metal Works, and Alexander B. Walker, of Norfolk, Virginia, and F. A. Waterman and S. R. Taylor, partners, trading as Ocean View Heating and Plumbing Company, of Norfolk County, Virginia, suing on behalf of themselves and all other parties in interest who shall come in and contribute to the expenses of this suit, show unto your honor:

That The School Board of Sleepy Hole District Number Five, of the County of Nansemond, entered into an agreement with D. B. Barbour and W. C. Rogers, partners, trading as Barbour and Rogers, by which the said Barbour and Rogers, as general contractors, should for a specified sum of money erect a certain school building within the district aforesaid;

That the said Barbour and Rogers, partners as aforesaid, in prosecuting the erection of the building aforesaid, made purchases of supplies and various building material from subcontractors and materialmen (among whom were your orators), paying therefor, in accordance with an agreement between the general contractor and the said School Board, with orders or requisitions upon the fund in the hands of the said Board;

That, after paying a number of such accounts, the said School Board has in its possession a certain sum of money still due the said Barbour and Rogers, but that the aggregate of orders on said fund now outstanding largely exceeds the amount of said fund, and that the said Board has in view of this condition declined to honor further orders or to pay out additional sums except by order of Court;

That your orators are contractors and material men and have, in the course of business, furnished and delivered to the said Barbour and Rogers, general contractors as aforesaid, certain merchandise and building material to be used in, and which was used in, the construction of the school building aforesaid;

That notwithstanding the fact that your orators' accounts for the material so furnished and delivered by them have long since been due and payable and that they have presented to the said Board properly signed orders, and have often requested payment of their several accounts, such requests have not been granted, but have on the contrary been repeatedly denied;

Your orators have been informed and therefore believe and they therefore allege that the said Barbour and Rogers have heretofore from time to time given orders upon the said fund in the hands of the said School Board for accounts not properly chargeable against the said fund and to that extent have accordingly impaired the fund to which your orators had a right to look for payment of their several accounts.

Now, therefore, forasmuch as your orators are remediless, save in a Court of Equity, where matters of this nature are properly cognizable, your orators pray that the said School Board of Sleepy Hole District Number Five, of the County of Nansemond, and C. B. Barbour and W. C. Rogers, partners, trading as Barbour and Rogers, be made parties defendant to this bill and required to answer the same, but an answer under oath is hereby waived;

That the matters herein set forth and which are the subject of this complaint be referred to one of the Commissioners of this Court for an accounting and that the said Commissioner be directed to prepare and set forth an account of all moneys received and disbursed by the said School Board, showing the sum yet remaining in the hands of the said Board, the items and accounts due and properly chargeable against the said sum, with their priorities, if any priorities exist, and to report to this Court as to all things concerning the matters complained of;

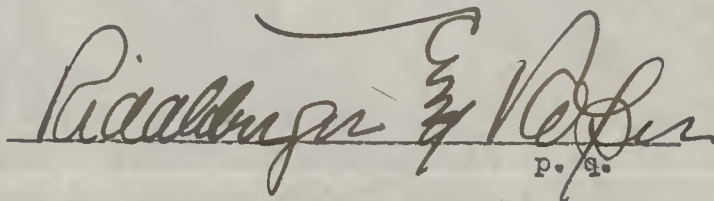
That the said respondents be directed to produce before the said Commissioner all books of account, vouchers, statements, and other needful papers, and that they be directed to set forth an account of all and every sum of money received by them, or either of them, or by any other person or persons by their, or either of their, order, or for their, or either of their, use, for or in respect to the said building, and when and from whom all and every such sums were respectively received and how the same have been applied or disposed of;

That the said School Board be directed to disburse the sum ascertained to be due the said Barbour and Rogers under the order of this honorable court;

That reasonable counsel fees be allowed for instituting this proceeding; and that the costs of the said suit be paid out of the funds found to be in the hands of the said School Board, inasmuch as the said Board has refused to pay out any sums except by order of court, and it would, therefore, seem to be manifestly unfair to assess the said costs against any single plaintiff, since the proceeding is in its nature for the benefit of all plaintiffs;

And your orators pray that such other and further general relief may be granted them as the nature of their case may require, or to equity may seem meet; and that proper process may be directed against the several defendants hereinbefore named.

And your orators will ever pray.


P. A.

IN THE CIRCUIT COURT OF NANSEMOND

COUNTY

CONTRACTORS' SUPPLY COMPANY ET ALS

V.

SCHOOL BOARD OF SLEEPY HOLE DISTRICT

NUMBER FIVE ET ALS.

IN CHANCERY.

B I L L.

Filed Dec. 18, 1913.

L. E. Bunting
p. Clerk

LAW OFFICES
RIDDLEBERGER & ROPER
BANK OF COMMERCE BUILDING
NORFOLK, VIRGINIA

Mr. T. A.	\$ 1.50
Chas.	5.79
Sherry	1.50
Ally	13.00
Wm.	200.00

\$223.79

Deposit on
this receipt 50
Dec 2, 1913

A. B. DICKINSON
ATTORNEY AT LAW
1014 E. MAIN ST.
RICHMOND, VA.

Mass. E. E. & L. O. Halland,
Suffolk, Va.

June 13th 1913.

Dear Sirs;

I have drafted and am inclosing you in this a statement of the facts upon which it is proposed to submit the action of Woodward & San vs. Drivers School Boards. Please look it over and let me know if it meets your approval, and if not kindly indicate what changes you desire to have made.

Referring further to your letter of the 6th inst. I beg to say in regards to the first item of \$108⁰⁰ there is manifestly some mistake.

By reference to the itemized bill rendered by Woodward & San to both Bonheur & Radgens and the School Boards it will be seen that no 2 x 12 was sold at \$30⁰⁰ per M., but that the 2 x 12 was charged, depending upon the length, at from \$18⁰⁰ per M. to \$21⁵⁰ per M. or an average of just about \$20⁰⁰ per M. I would be glad if you would call Mr. Kilby's attention to this error.

With kind regards, I am;

Yours Very Truly,
A. B. Dickinson

A. B. DICKINSON
ATTORNEY AT LAW
1014 E. MAIN ST.
RICHMOND, VA.

Bradford Kilby, Esq;
Suffolk, Va.

June 24th 1913.

Dear Sir;

I have your favor of the 18th Inst. and I at once wrote asking that the information be furnished me. I am inclosing you a letter which explains itself and gives the desired information. You are doubtless aware that in issuing the bill of lading the railroad Company estimates the weight of the contents of a car and gives a receipt stating the "Weight subject to Correction", and on arrival at destination it has had the car weighed and charges for actual weight.

We have not and never had the actual weight, only estimated weight, but clients know that the maple flooring shipped to Barber & Rodgers weighed approximately \$20,000 pounds, and that the freight is, consequently, approximately \$26⁰⁰/₁₀₀.

Yours Very Truly,
A. B. Dickinson

June 25, 1913.

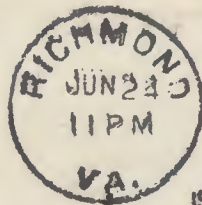
Mr. A. B. Dickenson,
1014 E. Main St.,
Richmond, Va.

Dear Sir:

Your letter of the 24th. to hand stating that you were enclosing a letter which gives me the desired information in regard to freight on a car of maple flooring. You failed to enclose said letter. Kindly send the same to me by return mail.

Yours very truly,

A. B. DICKINSON
ATTORNEY AT LAW
1014 E. MAIN ST.
RICHMOND, VA.



Bradford Kelby, Esq;
Atty at Law
Suffolk,
Va.

Riddleberger
Dickinson
Ltee.

800.00
33.50

766.50

May 8, 1913.

Woodward and Son,

Ninth and Arch Sts.,

Richmond, Va.

In re claim v. Barbour and Rodgers.

Dear Sirs:-

Your claim of \$1275.75 was filed with me on May 7th. by your attorney, Mr. Dickinson, and was not attacked by any one at that time. I see from your letter of Sept. 21, 1912 that the freight on the last car of Maple flooring is to be deducted from the \$575.00 charged for same. If you have ascertained what this freight bill is, I would be glad to have you furnish me with the information.

At an adjourned meeting, held on May 7th., for the completion of the proof of claims against Barbour and Rodgers, Mr. Barbour testified that \$108. worth of lumber gotten from you went into the construction of a store building for Mr. James L. Jordan at Drivers, Va., and that your claim should be reduced to that extent, as against the School Board, the said School Board being liable only for the material which went into their building. I would address this communication to your attorney, Mr. Dickinson, but do not know his address, in your city. I shall on May 14th. have another hearing to prove claims v. Barbour and Rodgers in this suit, and if you think it advisable to send a representative to present your contention as to the \$108 item, I shall be glad to hear him on that day.

Yours very truly,

May 19, 1917.

Mr. A. R. Dickinson,
1014 E. Main St.,
Richmond, Va.

Dear Sir:-

If you wish to submit brief on the point of priority of claim of Woodward and Son v. Barbour and Rodgers, by virtue of sec. 2479, kindly do so this week, as I wish to complete my report next week. I am inclined to think that sec. 2479 does not apply to a school board. See Hicks v. Roanoke Brick Co. 94 Va. 741.

Barbour and Rodgers both testified that \$108 worth of the lumber ordered from Woodward and Son was used by them in construction of the store of James E. Jordan at Trivers. If this is true, I suppose it should be deducted from the amount for which the School Board should be liable. I wrote your clients about this some time ago, not knowing at that time what your address was.

Kindly let me hear from you on the above points.

Yours very truly,

June 18, 1913.

Mr. A. B. Dickenson,
1014 E. Main St.,
Richmond, Va.

Dear Sir:-

Mr. L. P. Holland has handed me your two letters to him of the 7th. and 13th. respectively, in which you call attention to error in item of \$108 deducted from account of Woodward and Son. I will gladly make this correction and charge the 2 by 12 pieces at an average of \$20. thus reducing the item to \$72. In regard to the freight on the maple flooring, I would say that I have tried diligently to get this item both from Barbour and Rodgers and Woodward and Son, and that neither have furnished me with the same. I therefore estimated the freight at a little less than that on other cars shipped by Woodward and Son. I asked Woodward and Son for this information on May 8th., but it has not been furnished. If I can get this information before I make up my report, I make change accordingly. Kindly get it for me, if you can. It will profit your client to do so.

Yours very truly,

\$1165.26

Richmond, Va., November __, 1913.

Received of L. P. Holland, attorney for the School Board of Sleepy Hole District #5 of the County of Nansemond, Virginia, the sum of Eleven Hundred and Sixty-five Dollars and Twenty-six Cents (\$1165.26), in full settlement, satisfaction and discharge of all claims against the School Board as the result of and in consequence of the amount allowed Woodward & Son by Bradford Kilby, Commissioner in Chancery in the suit of Contractors Supply Company, Incorporated, a corporation, et als., vs. School Board of Sleepy Hole District #5 et als. *but without prejudice to the suit of Woodward & Son School Board of Sleepy Hole District #5 of the County of Nansemond*

WOODWARD & SON

By

A. D. Dickerson

Attorney.

December 11, 1911. sz.

To the School Board of Sleepyhole District, Nansomend Co.,

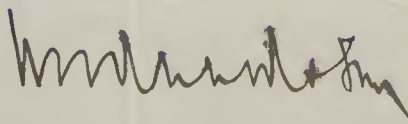
Mr. J. ^R_W Bond, Chairman, Drivers, Va.

Gentlemen:-

Messrs. Barbour & Rodgers, General Contractors, of Norfolk, Va., have placed an order with us for a bill of rough and dressed lumber and other building material, amounting to about Twenty Five Hundred (\$2500.00) Dollars, for the new School Building at Drivers, Va., the contract for which was recently awarded to them. With the permission of Messrs. Barbour & Rodgers, we are writing to notify you that they have placed this order with us, and that we will look to you for the payment of the said amount in accordance with Section 2479 of the Code of Virginia. Please do us the favor to acknowledge receipt of this notice by signing the duplicate copy attached hereto, and returning it to us in the enclosed stamped envelope, and oblige,

Yours very truly,

SWF/FCW



The receipt of a copy of the
above notice is hereby acknowledged:

Drivers, Va., _____, 1911.

Woodward & Loew

SOLD TO

TERMS NET,—NO DISCOUNT

W. MINOR WOODWARD.
STEWART M. WOODWARD.

Barbour & Rodgers, Norfolk, Va.,

For Drivers Agricultural School,

Drivers, Va.

WOODWARD & SON
LUMBERYELLOW PINE, WHITE PINE, HARDWOODS AND MAHOGANY
SASH, BLINDS AND DOORSCor. Ninth and
Arch Streets. Richmond, Va., February 3, 1913

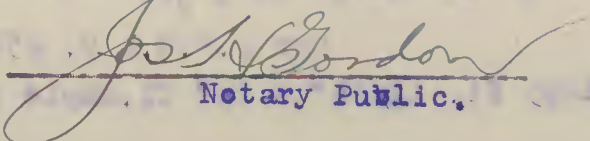
1912.									
Feb. 12,		Car A. C. L. #73693:							
	37 pcs. 2" x 12" x 18' Pine, 1332'								
	110 " " 20' " 4400'	5732' @ \$19.00		\$ 108.91					
	68 " " 28' " 3808'	@ 21.00		79.97					
	8 " " 30' " 480'	@ 21.50		10.32				199.20	
Mch. 29,		Car A. C. L. #37888:							
	125 pcs. 2" x 8" x 16' Pine, 2667'								
	75 " " 18' " 1800'	4467' @ 16.50		73.71					
	114 " 3" x 4" x 14' Drsd. Pine 1596'	@ 19.25		30.72					
	13/16" x 6" " " 4008'	@ 17.25		69.14				173.57	
Apr. 5,		Car A. C. L. #5912:							
	32 pcs. 2" x 12" x 18' Pine, 1152'								
	107 " " 20' " 4280'	5432' @ 19.00		103.21					
	77 " " 28' " 4312'	@ 21.00		90.55					
	8 " " 30' " 480'	@ 21.50		10.32				204.08	
Apr. 29,		Car G. T. #19053:							
	12801 ft. 13/16" x 5 1/2" Sub-Floor, Pine, @ 17.25			220.82					
	1887 " 13/16" x 6" Sheathing, " @ 17.25			32.55				253.37	
May 3,		Car A. C. L. #36356:							
	1400 Lin.ft. 2" x 3" Pine, 700'								
	46 pcs. 2" x 3" x 16' 368'	1068' @ 17.00		18.16					
	15 " 2" x 8" x 16' 320'								
	206 " " 18' 4944'								
	16 " " 19' 405'	5669' @ 16.50		93.54					
	8 " 6" x 8" x 16' 512'	@ 17.50		8.96					
	30 " 5" x 5" x 14' 875'	@ 17.00		14.88					
	6 " 6" x 6" x 14' 252'	@ 16.50		4.16				139.70	
May 7,		Car S. A. L. #43362:							
	43 pcs. 2" x 12" x 18' Pine 1548'								
	77 " " 20' " 3080'	4628' @ 19.00		87.93					
	39 " " 28' " 2184'	@ 21.00		45.86					
	10 " " 30' " 600'	@ 21.50		12.90					
	4 " 6" x 12" x 12' " 288'								
	8 " " 18' " 864'	1152' @ 19.50		22.46					
	4 " 8" x 10" x 28' " 747'	@ 19.50		14.57					
	4 " 2" x 10" x 18' " 120'	@ 17.50		2.10					
	8 " 6" x 8" x 34' " 1088'	@ 22.50		24.48				210.30	
Aug. 29,		Car P.F.W.& C. #515679:							
	11295 ft. 13/16" x 2 1/4" Cl. Maple Flooring @ 51.00							576.05	
								1756.27	
	Less freight per expense bills received,							379.51	
								1376.76	
	Interest on each item after 60 days from its date,								

(OVER.)

STATE OF VIRGINIA)
CITY OF RICHMOND) To-wit:

I, Joseph H. Gordon, a Notary Public in and for the City aforesaid, in the State of Virginia, do hereby certify that Stewart M. Woodward, a member of the firm of Woodward & Son, Lumber Merchants of said City, personally appeared before me in my said City on this date and made oath that the within account against Barbour & Rodgers, General Contractors, for lumber furnished for the new building for the Drivers Agricultural School at Drivers, Va., is correct and justly due to the said firm of Woodward & Son, and that no part thereof has been paid except as shown thereon, the total amount of said account being Thirteen Hundred and Seventy Six Dollars and Seventy Six Cents, (\$1376.76), with interest on each item after 60 days from its date until paid. My commission expires on December 28th, 1915.

Given under my hand this 3rd day of February, 1913.


Notary Public.

WOODWARD & SON

LONG AND SHORT LEAF YELLOW PINE

WHITE PINE, CYPRESS, HARDWOODS

LATHS, SHINGLES, SASH, BLINDS, DOORS

RICHMOND, VA.

ESTABLISHED 1865

YARDS, SHEDS AND BUILDINGS

COVERING TEN ACRES



MAIN OFFICE

NINTH AND ARCH STREETS

BRANCH OFFICE

FOURTH AND STOCKTON STREETS

May 9, 1913. sy.

Mr. Bradford Kilby,
Commissioner in Chancery,
Suffolk, Va.

Dear Sir:-

Your favor of the 8th inst. just to hand, in reference to our claim against Barbour & Rodgers.

As regards the freight on the carload of Maple Flooring, we beg to say that we were never able to get Messrs. Barbour & Rodgers to send us the freight bill for this shipment, hence the freight has never been credited on their account. If you can get them to locate this freight bill and send it to us, we will take pleasure in making the proper credit.

As regards the last paragraph of your letter we will say that all of the lumber that we shipped Barbour & Rodgers to Drivers, Va. was ordered by them for the Drivers Agricultural School, and was furnished by us for this purpose, hence we do not feel that we are responsible if they diverted any part of this lumber to some other use. However, we have referred your letter to our attorney, Mr. A. B. Dickinson, #1014 E. Main St., this city, with the request that he take such action in connection with this matter as he may think right and proper.

Yours very truly,

WOODWARD & SON.

SMW/FGW

P. S.-

All quotations and agreements are made contingent upon strikes, accidents, fires, delays of carriers and other delays unavoidable or beyond our control. In quoting delivered prices we do not guarantee safe arrival at destination, nor assume any responsibility for loss or damage in transit. All delivered prices are based on rate of freight in effect at time quotations are made, and any advance in freight rate will increase price proportionately. All quotations are made for prompt acceptance only, and subject to prior sale.

ESTABLISHED 1865
YARDS, SHEDS AND BUILDINGS
COVERING TEN ACRES

WOODWARD & SON
LONG AND SHORT LEAF YELLOW PINE
WHITE PINE, CYPRESS, HARDWOODS
LATHS, SHINGLES, SASH, BLINDS, DOORS
RICHMOND, VA.



MAIN OFFICE
NINTH AND ARCH STREETS
BRANCH OFFICE
FOURTH AND STOCKTON STREETS

February 3, 1913. sy.

Mr. A. G. Darden, Clerk,
School Board of Sleepy Hole District,
Drivers, Va.

Dear Sir:-

We are enclosing herewith a copy of our account against Barbour & Rodgers, General Contractors, duly verified by affidavit, for lumber furnished by us for the new building for the Drivers Agricultural School at Drivers, Va., amounting all told to \$1376.76, with interest on each item after 60 days from its date until paid. We are sending this letter by registered mail, and will appreciate it if you will kindly acknowledge its receipt, and oblige,

Yours very truly,

WOODWARD & SON.

SMW/FGW

P. S.-

All quotations and agreements are made contingent upon strikes, accidents, fires, delays of carriers and other delays unavoidable or beyond our control. In quoting delivered prices we do not guarantee safe arrival at destination, nor assume any responsibility for loss or damage in transit. All delivered prices are based on rate of freight in effect at time quotations are made, and any advance in freight rate will increase price proportionately. All quotations are made for prompt acceptance only, and subject to prior sale.

A. B. DICKINSON
ATTORNEY AT LAW
1014 E. MAIN ST.
RICHMOND, VA.

Bradford Kilby, Esq;
Suffolk, Va.

May 24th 1913.

Dear Sir;

I have and thank you for your favor
of the 19th Inst.

I am so pressed at present that I find
myself unable to send you a memo. of my
views. If you file your report before I have an
opportunity of presenting my views, I ask that you
make it clear that Woodward & San have not ap-
peared in the cause. You doubtless recall that I expres-
ly declined, when in your office, to make any appearance
for them. - Thanking you for your letter & with kind
regards, I am,

Yours Very Truly,
A. B. Dickinson

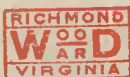
A. B. DICKINSON
ATTORNEY AT LAW
1014 E. MAIN ST.
RICHMOND, VA



Bradford Kilby, Esq;
Atty at Law
Suffolk,
Va,

ESTABLISHED 1865
YARDS, SHEDS AND BUILDINGS
COVERING TEN ACRES

WOODWARD & SON
LONG AND SHORT LEAF YELLOW PINE
WHITE PINE, CYPRESS, HARDWOODS
LATHS, SHINGLES, SASH, BLINDS, DOORS
RICHMOND, VA.



MAIN OFFICE
NINTH AND ARCH STREETS
BRANCH OFFICE
FOURTH AND STOCKTON STREETS

June 23, 1913. sy.

Mr. A. B. Dickinson,
City.

Dear Sir:-

In reply to your verbal inquiry as to the freight on the carload of Maple Flooring that we shipped to Barbour & Rodgers for the Drivers Agricultural School, we will state that we have never been able to secure the freight bill for this car from Barbour & Rodgers, but we are advised by Mr. C. S. Campbell, D. F. A., Atlantic Coast Line R. R. Co., this city, that the rate on lumber, including Maple Flooring, in carload lots, from Richmond, Va. to Driver, Va., via A. C. L. and South Rocky Mount, as shown in Virginia Cities Tariff #8, which became effective on June 3rd, 1907, and is still in effect, is \$26.00 per car of 20,000 lbs., excess in proportion. As this shipment of Maple Flooring should have weighed about 20,000 lbs., the freight paid on it by Barbour & Rodgers must have been approximately \$26.00, and as this is the legal published rate of freight from Richmond to Driver, these figures can readily be verified if desired.

P. S.-

Yours truly,

All quotations and agreements are made contingent upon strikes, accidents, fires, delays of carriers and other delays unavoidable or beyond our control. In quoting delivered prices we do not guarantee safe arrival at destination, nor assume any responsibility for loss or damage in transit. All delivered prices are based on rate of freight in effect at time quotations are made, and any advance in freight rate will increase price proportionately. All quotations are made for prompt acceptance only, and subject to prior sale.

A. B. DICKINSON
ATTORNEY AT LAW
1014 E. MAIN ST.
RICHMOND, VA.

June 26th 1913

Bradford Kilby Esq;
Suffolk, Va -

Dear Sir;

Sorry letter was not
inclosed in my last letter. It is in
this -

Yours Very Truly,
A. B. Dickinson

A. B. DICKINSON
ATTORNEY AT LAW
1014 E. MAIN ST.
RICHMOND, VA.



Bradford Kelley, Esq.,
Atty at Law
Suffolk,
Va,



A. B. DICKINSON
ATTORNEY AT LAW
1014 E. MAIN ST.
RICHMOND, VA.

Mess E. E. & L. P. Halland,
Suffolk, Va.

June. 7th 1913.

Dear Sirs;

I thank you for your satisfactory letter which has just been received -

My own view is that as to the two items of \$108 + 96⁵⁰ that they were furnished for the construction of the building, and consequently comes strictly within the statute.

As to the 55⁵⁰ of freight, Mr. Kilby is greatly in error in his method of calculation. I am assured that the freight on the maple flooring should not exceed \$26⁰⁰, that being the established and published rate.

The maple flooring weighs only about $\frac{1}{3}$ of what the other lumber weighed per foot, nor was it shipped from the same point, so Mr. Kilby's method of calculation is entirely wrong - He can ascertain from the railroad the accuracy of Mr. Woodward's statement as to the freight, if he cannot do so from Barbour & Radgers.

With kind regards, I am,

Yours very truly,
A. B. Dickinson

SOLD TO

TERMS NET, — NO DISCOUNT

W. MINOR WOODWARD.
STEWART M. WOODWARD.

Barbour & Rodgers, Norfolk, Va.,

For Drivers Agricultural School,

Drivers, Va.

WOODWARD & SON LUMBER

YELLOW PINE, WHITE PINE, HARDWOODS AND MAHOGANY

SASH, BLINDS AND DOORS

Cor. Ninth and Arch Streets. Richmond, Va., February 3, 1913

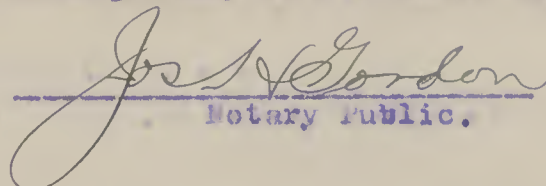
1912.									
Feb. 12,		Car A. C. L. #73693:							
		37 pcs. 2" x 12" x 18' Pine, 1332'							
	110 "	" " 20' " 4400'	5732'	@	19.00			108.91	
	68 "	" " 28' " 3808'	@	21.00				79.97	
	8 "	" " 30' " 480'	@	21.50				10.32	199.20
Feb. 29,		Car A. C. L. #37888:							
	125 pcs. 2" x 8" x 16' Pine, 2667'								
	75 "	" " 18' " 1800'	4467'	@	16.50			73.71	
	114 "	3" x 4" x 14' Grad. Pine 1596'	@	19.25				30.72	
		13/16" x 6" " " 4008'	@	17.25				69.14	173.57
Apr. 5,		Car A. C. L. #5912:							
	32 pcs. 2" x 12" x 18' Pine, 1152'								
	107 "	" " 20' " 4280'	5432'	@	19.00			103.21	
	77 "	" " 28' " 4312'	@	21.00				90.55	
	8 "	" " 30' " 480'	@	21.50				10.32	204.08
Apr. 29,		Car G. T. #19053:							
	12801 ft. 13/16" x 5 1/2" Sub-Floor, Pine, @	17.25						220.82	
	1887 " 13/16" x 6" Sheathing, " @	17.25						32.55	253.37
May 3,		Car A. C. L. #36356:							
	1400 Lin. ft. 2" x 3" Pine, 700'								
	46 pcs. 2" x 3" x 16' 368'	1068'	@	17.00				18.16	
	15 " 2" x 8" x 16' 320'								
	206 " " 18' 4944'								
	16 " " 19' 405'	5669'	@	16.50				93.54	
	8 " 6" x 8" x 16' 512'	@	17.50					8.96	
	30 " 5" x 5" x 14' 875'	@	17.00					14.68	
	6 " 6" x 6" x 14' 252'	@	16.50					4.16	139.70
May 7,		Car B. A. L. #43362:							
	43 pcs. 2" x 12" x 18' Pine 1548'								
	77 "	" " 20' " 3080'	4628'	@	19.00			87.93	
	39 "	" " 28' " 2184'	@	21.00				45.86	
	10 "	" " 30' " 600'	@	21.50				12.90	
	4 " 6" x 12" x 12' " 288'								
	8 " " 18' " 864'	1152'	@	19.50				22.46	
	4 " 8" x 10" x 28' " 742'	@	19.50					14.57	
	4 " 2" x 10" x 18' " 120'	@	17.50					2.10	
	8 " 6" x 8" x 34' " 1088'	@	22.50					24.48	210.30
Aug. 29,		Car P. S. W. & C. #515679:							
	11295 ft. 13/16" x 2 1/4" Cl. Maple Flooring @	51.00						576.05	
								1756.27	
	Less freight per expense bills received,							379.51	
								1376.76	
	Interest on each item after 60 days from its date.								

at 5%
Hepffington lumber. 1500 ft. maple flooring 76.50
(OVER)

STATE OF VIRGINIA)
CITY OF RICHMOND) To-wit:

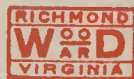
I, Joseph H. Gordon, a Notary Public in and for the City aforesaid, in the State of Virginia, do hereby certify that Stewart M. Woodward, a member of the firm of Woodward & Son, Lumber Merchants of said City, personally appeared before me in my said City on this date and made oath that the within account against Harbour & Rodgers, General Contractors, for lumber furnished for the new building for the Drivers Agricultural School at Drivers, Va., is correct and justly due to the said firm of Woodward & Son, and that no part thereof has been paid except as shown thereon, the total amount of said account being Thirteen Hundred and Seventy Six Dollars and Seventy Six Cents, (\$1376.76), with interest on each item after 60 days from its date until paid. My commission expires on December 28th, 1915.

Given under my hand this 3rd day of February, 1913.


Notary Public.

30.878
75.851

ESTABLISHED 1865
YARDS, SHEDS AND BUILDINGS
COVERING TEN ACRES



WOODWARD & SON
LONG AND SHORT LEAF YELLOW PINE
WHITE PINE, CYPRESS, HARDWOODS
LATHS, SHINGLES, SASH, BLINDS, DOORS
RICHMOND, VA.

MAIN OFFICE
NINTH AND ARCH STREETS
BRANCH OFFICE
FOURTH AND STOCKTON STREETS

February 3, 1913. sy.

Mr. J. L. Bond, Chairman,
School Board of Sleepy Hole District,
Cartwright's Wharf, Va.

Dear Sir:-

We are enclosing herewith a copy of our account against Barbour & Rodgers, General Contractors, duly verified by affidavit, for lumber furnished by us for the new building for the Drivers Agricultural School at Drivers, Va., amounting all told to \$1376.76, with interest on each item after 60 days from its date until paid. We are sending this letter by registered mail, and will appreciate it if you will kindly acknowledge its receipt, and oblige,

Yours very truly,

WOODWARD & SON.

SMW/FGW

P. S.-

All quotations and agreements are made contingent upon strikes, accidents, fires, delays of carriers and other delays unavoidable or beyond our control. In quoting delivered prices we do not guarantee safe arrival at destination, nor assume any responsibility for loss or damage in transit. All delivered prices are based on rate of freight in effect at time quotations are made, and any advance in freight rate will increase price proportionately. All quotations are made for prompt acceptance only, and subject to prior sale.

STATEMENT

Richmond, Va., Dec. 31st 1912.

Mess Barbour & Rodgers for
 Driver Agricultural School
 IN ACCOUNT WITH...

WOODWARD & SON, LUMBER

NINTH AND ARCH STREETS

1912

Feb.	12	Car A.C.L. #73693	\$199.20	
March	29	" " #37888	173.57	
April	5	" " #5912	204.08	
	29	" G.T. #19053	253.37	
May	3	" A.C.L. #36356	139.70	
	7	" B.A.L. #43362	210.30	
			1180.22	
Less Freight on 6 cars above			379.51	\$800.71
Aug.	29	Car P.F.W.C. #515679		
		Maple Flooring		576.05
				\$1376.76
Interest @ 6% after 60 days				36.99
				\$1413.75

ESTABLISHED 1865
YARDS, SHEDS AND BUILDINGS
COVERING TEN ACRES



WOODWARD & SON
LONG AND SHORT LEAF YELLOW PINE
WHITE PINE, CYPRESS, HARDWOODS
LATHS, SHINGLES, BASH, BLINDS, DOORS
RICHMOND, VA.

MAIN OFFICE
NINTH AND ARCH STREETS
BRANCH OFFICE
FOURTH AND STOCKTON BTREETS

January 6, 1913. sy.

Mr. A. G. Darden, Clerk,
Drivers, Va.

Dear Sir:-

In looking over our correspondence with you in reference to our claim for lumber furnished to Mess. Barbour & Rodgers for the Drivers Agricultural School, we find that you wrote us on November 11th, 1912, as follows, viz:

"The Building is not yet completed and will say your interest will be looked after as soon as the stairway is finished."

Has not this stairway been finished yet? On December 31st, we sent you a statement of our account to that date amounting to \$1413.75, and as it has now been nearly two months since you wrote us about the stairway, we were very much in hopes that you could let us have a check for the above named amount by this time. Please let us know in the enclosed stamped envelope exactly how this matter now stands, and oblige,

Yours very truly,

SLV/FGW

P. S.-

WOODWARD & SON.

All quotations and agreements are made contingent upon strikes, accidents, fires, delays of carriers and other delays unavoidable or beyond our control. In quoting delivered prices we do not guarantee safe arrival at destination, nor assume any responsibility for loss or damage in transit. All delivered prices are based on rate of freight in effect at time quotations are made, and any advance in freight rate will increase price proportionately. All quotations are made for prompt acceptance only, and subject to prior sale.

STATEMENT

Richmond, Va., Sept. 21st, 1912.

Mess Barbour & Rodgers for
Drivers Agricultural School
 IN ACCOUNT WITH...

**WOODWARD & SON,
LUMBER**

NINTH AND ARCH STREETS

1912					
Feb.	12	Car A.C.L. #73693	\$	199	20
March	29	" " #37888		173	57
April	5	" " #5912		204	08
	29	" G.T. #19053		253	37
May	3	" A.C.L. #36356		139	70
	7	" S.A.L. #43362		210	30
				1180	22
		Less Freight on 6 cars above		379	51
					\$800.71
Aug	29	Car P.F.W. & C. #515679			
		Maple Flooring			576.05
					\$1376.76
		Interest @ 6% after 60 days			12.74
					\$1389.50

W. MINOR WOODWARD

ESTABLISHED 1865

STEWART M. WOODWARD

WOODWARD & SON
LUMBER, LATHS, SHINGLES
SASH, BLINDS AND DOORS
YARDS AND BUILDINGS COVERING TEN ACRES
RICHMOND, VA.

MAIN OFFICE
NINTH AND ARCH STS.
RICHMOND, VA.

BRANCH OFFICE
FOURTH AND STOCKTON STS.
MANCHESTER, VA.

A. G. D.---#2.

When this voucher or check has been endorsed by us and deposited in bank it will give you a receipt both from Barbour & Rodgers and from us, and will put the matter in a clear cut business shape that will no doubt be entirely satisfactory to all concerned. We trust this suggestion will meet with your approval, and we will appreciate it if you will kindly let us have this settlement at your earliest convenience, and oblige,

Yours very truly,

WOODWARD & SON.

SMW/REA

Copy to

Mr. Lee Britt,

Suffolk, Va.

W. MINOR WOODWARD

ESTABLISHED 1865

STEWART M. WOODWARD

WOODWARD & SON
LUMBER, LATHS, SHINGLES
SASH, BLINDS AND DOORS
YARDS AND BUILDINGS COVERING TEN ACRES
RICHMOND, VA.

MAIN OFFICE
NINTH AND ARCH STS.
RICHMOND, VA.

BRANCH OFFICE
FOURTH AND STOCKTON STS.
MANCHESTER, VA.

September 21, 1912. sy.

Mr. A. G. Darden, Clerk School Board,
Sleepyhole District,
Drivers, Va.

Dear Sir:-

We are just in receipt of your letter of the 19th inst., requesting us to send you a statement of our account against Barbour & Rodgers for lumber furnished for the Drivers Agricultural School, showing all credits thereon, and suggesting that we have a representative present in Superintendent Lee Britt's office in Suffolk, Va. today, as you expect to have a settlement with Barbour & Rodgers on this date.

In reply we will say that as your letter did not reach us until today, it is, of course, impracticable for us to send a representative to Suffolk, as you suggest, but we are enclosing herewith a statement of our account against Barbour & Rodgers for lumber furnished for the Drivers Agricultural School amounting to \$1389.50, and we are also mailing a copy of this letter and this statement today to Superintendent Lee Britt at Suffolk, Va., which we trust will meet with your approval. There are no set-offs or credits of any kind to come off of the above amount, with the exception of the freight paid by Barbour & Rodgers on the carload of Maple Flooring, P. F. W. & C. #515679, that we shipped them on August 29th. We do not know how much the freight amounted to on this car, but it will be all satisfactory for you to allow them to deduct the amount of the freight shown on the freight bill paid by them, provided the freight bill is sent to us with the settlement.

We would suggest that probably as good a way as any to adjust this matter would be for you to make a separate voucher or check in favor of Barbour & Rodgers for the net amount due us, have them endorse it over to us and return it to you, with the understanding that you will mail it to us as in full settlement of all claims and demands on our part.

WOODWARD & SON
LONG AND SHORT LEAF YELLOW PINE
WHITE PINE, CYPRESS, HARDWOODS
YARDS AND BUILDINGS COVERING TEN ACRES
RICHMOND, VA.

MAIN OFFICE
NINTH AND ARCH STREETS

BRANCH OFFICE
FOURTH AND STOCKTON STREETS

August 29, 1912. sz.

Mr. A. G. Darden, Clerk School Board,
Sleepyhole District,
Drivers, Va.

Dear Sir:-

In addition to the lumber for which Mess. Barbour & Rodgers already owe us we are today shipping them car P. F. W. & C. #515679, loaded with Maple Flooring, as per copy of invoice attached hereto, amounting to \$576.05, this being a portion of our original contract with them for the lumber for the Drivers Agricultural School. Kindly make a note of this amount, and oblige,

Yours very truly,

WOODWARD & SON.

SMW/RBA

P. S.-

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ESTABLISHED 1865
YARDS, SHEDS AND BUILDINGS
COVERING TEN ACRES

WOODWARD & SON
LONG AND SHORT LEAF YELLOW PINE
WHITE PINE, CYPRESS, HARDWOODS
LATHS, SHINGLES, SASH, BLINDS, DOORS
RICHMOND, VA.



MAIN OFFICE
NINTH AND ARCH STREETS
BRANCH OFFICE
FOURTH AND STOCKTON STREETS

January 11, 1913. sy.

Mr. A. G. Darden, Clerk,

School Board of Sleepy Hole District,

Drivers, Va.

Dear Sir:-

We wrote you as follows on January 6th, but regret to note that we have not heard from you in reply, viz:

In looking over our correspondence with you in reference to our claim for lumber furnished to Mess. Barbour & Rodgers for the Drivers Agricultural School, we find that you wrote us on November 11th, 1912, as follows, viz:

"The Building is not yet completed and will say your interest will be looked after as soon as the stairway is finished."

Has not this stairway been finished yet? On December 31st, we sent you a statement of our account to that date amounting to \$1413.75, and as it has now been nearly two months since you wrote us about the stairway, we were very much in hopes that you could let us have a check for the above named amount by this time. Please let us know in the enclosed stamped envelope exactly how this matter now stands, and oblige,

We will appreciate it very much if you will kindly let us know what the present status of this matter is, and what is causing the continued delay, and a prompt reply will greatly oblige,

Yours very truly,

WOODWARD & SON.

SMW/FGW

P. S.-

All quotations and agreements are made contingent upon strikes, accidents, fires, delays of carriers and other delays unavoidable or beyond our control. In quoting delivered prices we do not guarantee safe arrival at destination, nor assume any responsibility for loss or damage in transit. All delivered prices are based on rate of freight in effect at time quotations are made, and any advance in freight rate will increase price proportionately. All quotations are made for prompt acceptance only, and subject to prior sale.

Freight on car load of
Maple not deducted.

3600 ft of 2x12
\$30.
\$108.00 disputed

3600 ft. 2x12
\$20.
\$72.00

W.L. Steffington Lumber	76.50
Freight	55.50
Jordan bldg.	72.
	<u>\$204.00</u>

Woodward & Son

Open acct. \$1376.76

Allowed for 1165.26

Notice under 2479 dated
Dec. 11. 1911.

Lumber in Steffington barn	76.50
Freight on car flooring	63.
Lumber used in garden bldg.	72.
	<u>211.50</u>

1376.76
<u>211.50</u>
\$1165.26

C. A. SHOOP, PRESIDENT
N. R. WITHERS, SEC. AND TREAS.
H. L. JACOBS, GEN. MANAGER

STATEMENT.

Suffolk, Va. Nov 29th 1902.

M. Barbour & Rogers

Norfolk Va

To **Suffolk Clay Co.**

MANUFACTURERS OF BRICK.

TERMS CASH

Schoepf

SHIPPING POINT, LADY SMITH, VA.

Jan	8		81	84		
	10		81	84		
Feb	23		81	84		
26	6	P.N. Free	✓	134		
Apr	1		✓	81		
	6		✓	81		
	"		✓	81		
	11		✓	81		
	12		✓	81		
	"		✓	81		
	15		✓	81		
	19		✓	81		
	20		✓	81		
May	14		43	96		
	"	Int & Dis	✓	4		
June	7		✓	81		
	8		✓	81		
Mon	25	Pr.	✓	81	1244	34
	"	Int & Dis	✓	30		
May	10	Cash	✓	107		
		Note	✓	300		
June	28	Cash	✓	125		
Aug	24	Note (at Bank)	✓	500		
					1062	64
					181	70

175.70
722.50
500. —

1398.20

STATEMENT.

C. A. SHOOP, PRESIDENT
N. R. WITHERS, SEC. AND TREAS.
H. L. JACOBS, GEN. MANAGER

Suffolk, Va. Sept. 1st 1902.
Wm. Carbon & Rodgers
Norfolk Va

To **Suffolk Clay Co.**

MANUFACTURERS OF BRICK.

TERMS CASH

SHIPPING POINT, LADY SMITH, VA.

<i>Aug 1</i>	<i>Balance</i>	<i>1157 70</i>	
<i>✓</i>		<i>85</i>	
<i>13</i>		<i>87</i>	
<i>27</i>		<i>250</i>	
		<i>1337 20</i>	
	<i>Pd.</i>	<i>500 00</i>	
			<i>837 20</i>

$$\begin{array}{r}
 80 \\
 \underline{3} \\
 240 \\
 \underline{14} \\
 230 \\
 \underline{240} \\
 3360 \\
 \underline{250} \\
 3010
 \end{array}$$

$$\begin{array}{r}
 32 \\
 \underline{2} \\
 64 \\
 \underline{14} \\
 256 \\
 \underline{44} \\
 556 \\
 \underline{300} \\
 556
 \end{array}$$

11

Red

$$\begin{array}{r} 16 \\ 7 \\ \hline 23 \end{array}$$

STATEMENT.

C. A. SHOOP, PRESIDENT
N. R. WITHERS, SEC. AND TREAS.
H. L. JACOBS, GEN. MANAGER

Suffolk, Va. *6/1* *1902*
M. Barbour Rodgers
Norfolk, Va.

To **Suffolk Clay Co.**
MANUFACTURERS OF BRICK.

TERMS CASH

SHIPPING POINT, LADY SMITH, VA.

May	1	Balance	844	70		
	14		96	00		
	"		4	00		
			944	70		
	10	Credit	300	00		
					644	70

Dear Sirs:-
Please let me
have check before
Saturday to help
out on payroll
Shoop

$$\begin{array}{r}
 26 \\
 26 \\
 16 \\
 16 \\
 \hline
 84 \\
 2 \\
 \hline
 168 \\
 16 \\
 \hline
 184 \text{ } 3''
 \end{array}$$

C. A. SHOOP, PRESIDENT
N. R. WITHERS, SEC. AND TREAS.
H. L. JACOBS, GEN. MANAGER

N. R. WITHERS, SEC. AND TREAS.
H. L. JACOBS, GEN. MANAGER

Suffolk, Va. 4/1 1902

M. Barlow & Co. Agents,
Norfolk, Va.

To **Suffolk Clay Co.**
MANUFACTURERS OF BRICK.

SHIPPING POINT, LADY SMITH, VA.

Feb	23		84	00		
Mar	6	Draft returned	168	00		
"		Protest fees.	134	25-334		
25-		Credit	20	00		
"		"	107	67	137	64
					115-	70

$$\begin{array}{r}
 137.64 \\
 300. \\
 125. \\
 162. \\
 \hline
 \$724.64
 \end{array}$$

$$\begin{array}{r}
 1327.34 \\
 162. \\
 \hline
 1489.34 \\
 5.34 \\
 \hline
 1484.00
 \end{array}$$

1327

$$\begin{array}{r}
 1327.34 \\
 724.64 \\
 \hline
 \$602.70
 \end{array}$$

1913 A
15
8
43 13
A

3025 brick out of Jordan job
used on school building, at \$6.75 per
1200.

3025	6.75
	6.75
	<u>3.50</u>
	17.00

$$\begin{array}{r} 250 \\ \times 5 \\ \hline 1250, \end{array} \quad 2$$

STATEMENT

C. A. SHOOP, President
N. R. WITHERS, Sec. and Treas.
H. L. JACOBS, Gen'l Manager

Suffolk, Va., May 1st 1913.

M. Barber & Rodgers,

To Suffolk Clay Company
MANUFACTURERS OF BRICK

TERMS CASH

1912

SHIPPING POINT, LADY SMITH, VA.

Dr. *[Signature]*

Jan 8	School job	8400	
10	"	84	
Feb 23	"	84	
Mar 6	" (225)	134	
Apr 1	"	81	
6	"	81	
"	"	81	
11	"	81	
12	"	81	
"	"	81	
15	"	81	
19	"	81	
20	"	81	
May 14	"	96	
"	" (225)	4	
June 7	"	81	
8	"	81	
Aug 8	"	8300	132734

STATEMENT

C. A. SHOOP, President
N. R. WITHERS, Sec. and Treas.
H. L. JACOBS, Gen'l Manager

Suffolk, Va., Aug 1st 1913.

M Barton Rogers

To Suffolk Clay Company

MANUFACTURERS OF BRICK

TERMS CASH

SHIPPING POINT, LADY SMITH, VA.

	Jan 1		1327 34	
July 8	Forwarded		75	
10	"		83	
"	"		25	
12	"		75	
24	"		85	
Aug 5	"		85	
13	"		87	
27			250	
Sept 4	"		72	
1913 Jan 25	Returned Note		50250	
	Pr.		246934	
Sept 25	By Cash (Ft.)		13764	
May 10	" Note		30000	
June 28	" Cash		12500	
Aug 24	" Note		50000	
Apr 30	" Ft.		16200	
			122464	
			124470	

only this &
to extract
Suffolk
may 1913

PREPARED TO TAKE CON-
TRACTS ANYWHERE IN
THE UNITED STATES

BELL PHONE 5420

BARBOUR & RODGERS
PRACTICAL BUILDERS and CONTRACTORS
OFFICE, 239 ARCADE BUILDING
NORFOLK, VA.

Dec. 5-1912

M. A. G. Dordon

clerk school board

Durham, Va.

Dear Sir:

Please pay to The Suffolk Clay Co.
the sum of \$1300⁰⁰ in full for brick
furnished in Durham Agricultural High
school out of funds which are now due
us or may hereafter become due on
our contract.

Yours very truly
Barbour & Rodgers
By W. C. Rodgers

Suffolk Clay Co.

Open acct.

\$1300.18

Allowed for

602.70

Order dated Dec 5, 1912

Norfolk, Va.,

December 6, 1912.

Mr. A. G. Darden,
Clerk School Board,
Drivers, Va.

Please pay to S. E. Morriss Company the sum of Ninety-eight and 80/100 Dollars (\$98.80), account gravel used in construction of school building, out of funds which are now due us, or may hereafter become due us, on school building.

Barbara Rodger
By W. E. Rodger

*422 + 424 Seaboard Bank Building
Norfolk Va*

OK B + R

Principal
1/2 to Jordan job 49.20
24.60

96.80
24.60
72.20

LIME
PORTLAND CEMENT
CONCRETE GRAVEL
ROOFING GRAVEL
CRUSHED STONE

S. E. MORRISS COMPANY

WHOLESALE DEALERS IN

Lime, Cement & Building Material

BRICK
STEEL BAR
EXPANDED METAL
WOOD LATH
METAL LATH

LONG DISTANCE PHONE
NORFOLK 503

522-524 SEABOARD BANK BUILDING

Barbour & Rogers, NORFOLK, VA., May 6th, 1913.

S.E.Morriss Co.

<u>1911.</u>				<u>Debits.</u>		
Dec. 21.	52	15/20 Tons Gravel	@ \$1.00	52.75	✓	
		Switching Charges		5.50	✓	
	N&W 59556	-	105500			58.25 ✓
		Shipped to Drivers, Va.				
<u>1912.</u>						
Feb. 2.	61	13/20 Tons Gravel	@ \$1.00	61.13		
		Switching Charges		5.50		
	N&W 78742	-	123300			66.63
		Shipped to Drivers, Va.				
April 8.	55	13/20 Tons Gravel	@ \$1.00	55.65		
		Switching Charges		4.50		
	N&W 53892	-	111300			60.15
		Shipped to Drivers, Va.				
June 25.	44	7/10 Tons Gravel	@ \$1.00	44.70		
		Switching Charges		4.50		
	N&W 52332	-	89400			49.20
		Shipped to Drivers, Va.				
		Interest to date of order on A.G.Darden				2.16
						236.91
<u>Credits.</u>						
Jan. 30.	By Cash			58.25	✓	
Feb. 5.	" Error - Overcharge in switching on cars N&W 59556 and N&W 78742			2.00		
June 3.	By Cash			77.70		
						137.95
	Balance due					98.96

1/2 of last car went into Jordan job.

S. E. Morriss Co.

LIME
PORTLAND CEMENT
CONCRETE GRAVEL
ROOFING GRAVEL
CRUSHED STONE

S. E. MORRISS COMPANY

WHOLESALE DEALERS IN

Lime, Cement & Building Material

BRICK
STEEL BAR
EXPANDED METAL
WOOD LATH
METAL LATH

LONG DISTANCE PHONE
NORFOLK 503

522-524 SEABOARD BANK BUILDING

NORFOLK, VA., May 7th, 1913.

Mr. Bradford Kilby,

Commissioner of Chancery,
Suffolk, Virginia.

Dear Sir:

We did not know upon what ground the claim would be contested until the writer reached your office this morning, and, since thinking over the matter, we beg to respectfully submit our side of this case.

We sold Messrs. Barbour & Rodgers all of the gravel used for the concrete construction in their contract for the erection of the High School Building at Drivers. They made an estimate of the amount they would require, and ordered that specific quantity, which we shipped in four cars at different periods, the last car going forward on June 25th, 1912.

We made every reasonable effort to collect our claim, but without success. We now beg to hand you the original letter from Messrs. Barbour & Rodgers under date of October 4th, 1912, in which Mr. Rodgers acknowledges that this gravel went into the High School Building, and you will note that we have underscored in red ink his words "where gravel was used."

We think our case rests entirely upon the validity of their order on Mr. A.G.Darden, which is now filed with you; and the writer called your attention to the language where the order was given specifically for material used in that building. We contend that they bought our material for a specific job and it was used in that job (the Drivers High School Building); and furthermore they gave us an order on the treasurer of the SchoolBoard, Mr. A.G.Darden, in which order

(2)

they specified that the gravel was for the High School Building at Drivers and used in construction of same.

We would furthermore bring to your attention the fact that we had no knowledge that any of this material was claimed to be used in another building, and that we would have filed claim against the School Building if the law had permitted us to do so, and would certainly have filed claim against the owner of the other building if we had had the slightest knowledge that any of our material was used in its construction.

We also beg to submit for your consideration the fact that we sold no material for any other building, and were not put on notice that it was used in any other building; and, if your decision decides against our order (which acknowledges our material was used in the High School Building) we have no recourse to recover against the owner of the building in which a small amount is claimed to have been used.

We furthermore submit that it is too late for Barbour & Rodgers to contend that this gravel was used anywhere else, after having acknowledged in writing on October 4th in the above-mentioned order, where the gravel was used.

Trusting you will give these points due consideration in making your report, we beg to remain

M/F

Yours very truly,

Enc.

S. E. MORRISS COMPANY,

By S. E. Morris

LIME
PORTLAND CEMENT
CONCRETE GRAVEL
ROOFING GRAVEL
CRUSHED STONE

LONG DISTANCE PHONE
NORFOLK 503

S. E. MORRISS COMPANY

WHOLESALE DEALERS IN

Lime, Cement & Building Material

522-524 SEABOARD BANK BUILDING

BRICK
STEEL BAR
EXPANDED METAL
WOOD LATH
METAL LATH

NORFOLK, VA., May 7th, 1913.

Mr. Bradford Kilby,
Commissioner of Chancery,
Suffolk, Va.

Dear Sir:

Will you please send us copy of the order given
by Messrs. Barbour & Rodgers on Mr. A. G. Darden for the amount
of our claim - ninety-eight dollars and ninety-six cents
(\$98.96)? We need this for the completion of our files,
and will greatly appreciate your doing this.

Thanking you in advance for this courtesy, we are

M/F

Yours very truly,

S. E. MORRISS COMPANY,

By *S. E. Morris*

BARBOUR & RODGERS
PRACTICAL BUILDERS and CONTRACTORS
OFFICE, 239 ARCADE BUILDING
NORFOLK, VA.

Oct. 4 - 1912.

S. E. Morris Co.

Norfolk Va.

Gentlemen: -

We realize it is annoying to be worried over such a small bill as we now owe you - and to be fed on promises - all of which we regret very much. We have also been fed on promises for the last two months - we have not received one dollar from the school building (where gravel was used) in over eight weeks and now have a balance due us of \$6000.00 on said work, money sufficient to pay our debts.

We have been held up on account of Stinson's Sub Contractor, we hope however to turn building over some time next week, and will at once pay your claim. We trust you will not instruct the Credit men to take action at this time as it will embarrass us very much.

Our other creditors who have claims, some
twice as large as yours - have not bothered
us as they clearly understood the situation.

The writer (Mr Rogers) would call to see you
in person but has been out of town all the
week and will have to go the first thing
in the morning.

Thanking you will accommodate us
in this little matter, and thanking you in
advance for same, we are

Yours very truly

Barbara Rogers

By W.C. Rogers

S. E. Morriss Co.

Open accl. \$98.80

Allowed for

\$72.20

Order on School Board

Dated Dec. 6. 1912

Printed for
J. B. Lippincott & Co.
15 N. 2nd St. Phila.

Mar 1913



Public Square

State & Public
non-Expend Jan. 22/19

My Commission Expires Jan. 23/1911

330 00

Ann

Mr. O. B. B. & Co.

re-kindled the

Dollars

No. Feb. 3 1913
after date we promise to pay

in order, without offset,

~~Vegetable and mineral at~~

Value received

The drawer and endorser of this note hereby waive the benefit
of exemption as to this debt.

[Faint background handwriting from another document:]

330⁰⁰
...
O.B.
...
liable and payable at
received The drawer and e
homestead exemption as

Mr. D.

Barbours & Co. New York
By letter to J. C. Jones

Renewal

Jh. L. Rodgers

W. C. Rodgers
& V. B. Barlow

3/12. Pd on within note
check for \$100⁰⁰

3/12. Pd on 3 day note for
\$30⁰⁰. Same to be credited
when paid 3/15.

3/12 Pd on within note
one 30 day note for
\$200⁰⁰, Given by
W. L. Rodgers same
to be credited when
paid, making ^{this} note
for \$330⁰⁰ paid in full
W. C. Rodgers

witness,

& V. B. Barlow

Norfolk, Virginia, Dec. 10th, 1912

We, D. B. Barbour and W. C. Rodgers, partners trading as Barbour and Rodgers, in consideration of the sum of \$330.00 received of Mrs. D. B. Barbour for the purpose of paying our pay roll, hereby assign all our right, title and interest, not exceeding the sum of \$330 above mentioned, in whatever money may now be due or to become due us by the Drivers Agricultural School Board on account of a certain contract for the erection of a public school building at Drivers performed by us as contractors.

Witness the following signatures and seals:

D. B. Barbour (SEAL)

W. C. Rodgers (SEAL)

Virginia,

City of Norfolk, To-wit:

I, Lowery D. Finley a Notary Public for the City of Norfolk, Virginia, do certify that D. B. Barbour and W. C. Rogers whose names are signed to the writing above, bearing date on the 10th, day of December, 1912, have acknowledged the same before me in my City aforesaid.

My commission expires January 11th, 1915.

Given under my hand this 10th., day of December,
nineteen hundred and twelve.

Lowery D. Finley
Notary Public.

W. L. Rodgers

Note for \$330.

Open acct. for \$118.

Note allowed for \$300

Open acct. 118

\$418.

Assignment of note dated
Dec. 10. 1912

ALEXANDER B. WALKER
CUT STONE CONTRACTOR
STONE YARD N & W RAILROAD, NEAR COLLEY AVE.

NORFOLK, VA.,

Sept 23rd - 1912.

Statement for Contract for
furnishing stone work on the Agricultural
High School of Nausemond Co. at Spence
Virginia

To furnishing stone work on
Drivers High School as per
contract \$890.00

Received via Freight	\$111.45
May " " Check	75.00
June " " "	110.00
Aug " " "	10.00

To extra for flushing
cell course \$20.00

To using Crab for hoisting
Concrete 6.00

\$916.00	\$306.45
306.45	
<u>\$609.55</u>	

ALEXANDER B. WALKER
CUT STONE CONTRACTOR
STONE YARD N & W RAILROAD, NEAR COLLEY AVE.

NORFOLK, VA.,

Sept 23rd 1912

Mr. Darden,
Dear Sir,

Enclosed please find statement for contract for stonework on Agricultural High School at Drivers Virginia. You will find this statement correct with the exception of about Twenty Dollars, (\$20.00) which Barbour & Rodgers have charged against me for use of wagon for hauling stone also for one man and two laborers one day for setting a few sills. You will also find in my statement a bill of \$26.00, \$20.00 of which is for flushing sill course and \$6.00 for use of my crab for hoisting concrete up on building. All his walls were from 2 to 3 inches too low all around the building and I and my men had to flush in p. of concrete to bring his walls up to required height to receive the stone. All this was extra from my contract.

Very Respectfully Yours,
Alexander B. Walker

To The Building Committee of the

Agricultural High School of Nansemond County,

Drivers Va.

Gentlemen:-

You are hereby notified, in pursuance of the Statute in such cases as made and provided, that the undersigned a sub-contractor, to Barbour & Rodgers, General contractors, for the building of the new Agricultural High School of Nansemond County, hereby respectfully gives your notice in writing of the nature and character of his contract, and the probable amount of his claim to-wit:-

To labor and material to be furnished and used in the erection and construction of said school building according to contract entered into between the undersigned and said General Contractors for the cut stone, same amounting to the sum of Eight hundred and ninety (\$890.00) Dollars, said contract being an entirety. The undersigned sub-contractor to the said Barbour & Rodgers, General Contractors, therefore looks to your committee who is acting as agent, or are Trustees for the said town of Drivers, or the County of Nansemond, in the erection and construction of said school house for the payment of the sum of money as aforesaid that will be due the undersigned upon completion of his respective contract.

Witness the following signature this 22 day of January 1912.

Alexander B. Walker

Sub-Contractor for cut stone

Henry Stauble \$542-
Alex B Walker 298
890

890
542
298

To The Building Committee of the

Agricultural High School of Nansemond County,
Drivers Va.

Gentlemen:-

You are hereby notified, in pursuance of the Statute in such cases as made and provided, that the undersigned a sub-contractor, to Barbour & Rodgers, General contractors, for the building of the new Agricultural High School of Nansemond County, hereby respectfully gives your notice in writing of the nature and character of his contract, and the probable amount of his claim to-wit:-

To labor and material to be furnished and used in the erection and construction of said school building according to contract entered into between the undersigned and said General Contractors for the cut stone, same amounting to the sum of Eight hundred and ninety (\$890.00) Dollars, said contract being an entirety. The undersigned sub-contractor to the said Barbour & Rodgers, General Contractors, therefore looks to your committee who is acting as agent or are Trustees for the said town of Drivers, or the County of Nansemond, in the erection and construction of said school house for the payment of the sum of money as aforesaid that will be due the undersigned upon completion of his respective contract.

Witness the following signatures this 22 day of
January 1912.

Alexander B. Walker
Sub-Contractor for cut stone

**Henry Struble Cut Stone Co.
Contractors**

Mill and Cutting Plant
BEDFORD, INDIANA

Main Office
ROOKERY BUILDING

HENRY STRUBLE, President
R. E. HARRSCH, Vice-Pres. and Treas.

Please address all communications
to Chicago Office.

Chicago, Jan'y 24th, 1912.

Subject: High School, Drivers, Va.

Chairman of the Building Committee,
Of The Agricultural High School,
Drivers, Va.

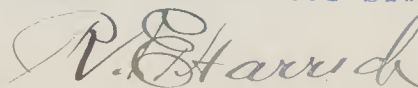
Dear Sir:-

We have secured the order for cut stone work for High School Building to be erected in Drivers, Va., from Mr. Alex. B. Walker.

We therefore enclose herewith notice under the Laws of Virginia showing our contract with Alex. B. Walker.

Very truly yours,

HENRY STRUBLE CUT STONE COMPANY.



V. PRES.

TO THE CHAIRMAN OF THE BUILDING COMMITTEE OF THE AGRICULTURAL
HIGH SCHOOL, DRIVERS, VA.

DEAR SIR:-

You are hereby notified that the undersigned HENRY STRUBLE CUT STONE COMPANY, a Corporation organized under the laws of the State of Indiana, has entered into a contract with ALEXANDER B. WALKER, which contract is evidenced by writing and by the terms of which the undersigned Company has agreed to furnish the said ALEXANDER B. WALKER certain CUT STONE WORK for your new building about to be erected or in course of erection in DRIVERS, VA., in pursuance of contract entered into by and between you as owner of said building, and real estate upon which the same is situated, and the said BARBOUR & RODGERS as General Contractors for the erection and construction thereof.

The price or consideration at and for which the undersigned company has agreed to furnish the said ALEXANDER B. WALKER, with said CUT STONE material is FIVE HUNDRED NINETY TWO (\$592.00) DOLLARS, and said sum is the probable amount of its claim against the said BARBOUR AND RODGERS, as general contractors aforesaid.

This notice is given by the undersigned as sub-contractor and material man to you, as owner hereby claiming the benefit of the provisions of the Statute of Virginia, particularly of Sec. 2479 as amended, and hereby signifying its intention to further complete and perfect its rights and recourse against you, as owner of said building, for the recovery of the said claim, all in accordance with the Law and Statute of Virginia.

HENRY STRUBLE CUT STONE CO.

R. E. Harrod

+ Vice Pres.

(B)

NORFOLK, VA.,

May 14 1913

M. Barbours & Rodgers

J. R. Darden Chairman Building Committee

TO ALEXANDER B. WALKER DR.

CUT STONE CONTRACTOR

PHONE 2241

OFFICE: 19TH STREET & COLLEY AVE.

To Bal for work done & stone
furnished for High School at
Orion Va \$552.35

TO,

BARBER AND RODGERS,
GENERAL CONTRACTOR
FOR HIGH SCHOOL AT DRIVERS VA.,
and,

Mr. J. R. DARDEN,
CHAIRMAN BUILDING COMMITTEE
OF SAID SCHOOL.

Gentlemen:-

This attached account shows the correct amount after all deductions, credits and allowances due me, Alexander B. Walker sub-contractor, for the stone work and material furnished therefore from the said school job, and I hereby hand you a verified copy of this account due me and each of you before the expiration of thirty days from the time the said building was complete, the said account being marked "B", and made a part of this notice; the balance due me to-wit:- \$552.35 being the amount proven before Bradford Kilby Esq., of Suffolk, Va., who is acting as commissioner under decree of the Court in a certain case pending in Nanssmond County in which I am one of the complainant's for a settlement of all matters touching said building, and this notice and account being given in addition to that already furnished by me to you in compliance to Sec. 2479 of the Code of Virginia.

Given under my hand this 14th day of May 1913.

Alexander B. Walker
Sub-contractor of Barber &
Rodgers, General Contractors.

STATE OF VIRGINIA,
CITY OF NORFOLK TO-WIT:-

This day personally appeared before me J. M GBryde Webb, a Notary Public, for the City aforesaid in the State of Virginia, Alexander B. Walker, and having been first sworn by me according to law makes oath that the matters and things stated in the foregoing notice and account are true to the best of his knowledge and belief.

Subscribed and sworn to before me in my said City and State this 16th day of May, 1913. My Commission as a Notary Public expires August 31, 1914.

J. M. GBryde Webb
Notary Public.

COPY.

**Henry Struble Cut Stone Co.
Contractors**

Mill and Cutting Plant
BEDFORD, INDIANA
Main Office
ROOKERY BUILDING

HENRY STRUBLE, President
R. E. HARRSCH, Vice-Pres. and Treas.

Please address all communications
to Chicago Office.

Chicago, May 5th, 1913.

Subject: School, Drivers, Va.,

Mr. Alexander B. Walker,
19th & Colley Ave.,
Norfolk, Va.,

Dear Sir:-

We have your favor of the 3rd inst.

In reply we wish to state that we are holding you responsible for our claim. Inasmuch as you have filed your claim properly with the Court and you had better collect the full amount and remit balance due us.

We would be pleased to have you advise us when we may expect a settlement.

Yours very truly,

HENRY STRUBLE CUT STONE COMPANY.

R. E. Harrsch
#

V. PRES.

IN RE WALKER v. DRIVERS AGRICULTURE SCHOOL.

The supreme point to be considered by me in this brief is whether or not section 2479 complies to funds of a municipality or a county that were appropriated for public building.

It seems to me that the case of Bates v. Santa Barbara Co., which is on all four with this present case, clears up the above as to the rights of Mr. Walker for priority in this building fund. The following is ~~again~~ from the Bates case which is reported in 27 Pac. page 438.

Booty & Holmes are general contractors for ~~the~~ public building, ~~principally~~ Nineteen Thousand Eight Hundred and Fifty Dollars (19,850) of which sum Eleven Thousand Nine Hundred Ninety One Dollars (11,991) was paid out to the General contractor, leaving a balance of ~~Seven Thousand Eight Hundred and Fifty Nine Dollars (\$7,859)~~ Seven Thousand Eight Hundred and Fifty Nine Dollars (\$7,859) was disposed of through this action. Bates sub-contractor furnished material, served notice in writing upon the County Officer of his intention to look to the county personally for his money, by virtue of section 1187, Code of Cal. The lower court sustained the contention of Bates priority in said fund, and the county being satisfied with the lower courts decision paid money accordingly, and the general contractors appealed. // Appellants contention that a lien cannot be acquired against a public building is sustained by the authorities. Under section 1187 referred to above, the mechanic or material men may give the owner of the building upon which he has performed labor or for which he has furnished material, a written notice of his claim and thereupon it becomes ~~the~~ duty of such owner to retain sufficient funds to answer such claim. Upon receipt of the notice the owner becomes liable as a garnishee or assignment. In McAlphin v. Duncan 16 Cal. it says it is a form of equitable subrogation, regulated by a statute. See also Leonie v. Hogan 9 N. Y. 439 ~~the~~ equitable garnishment provided for by this section is a cumulative remedy in ordinary cases. But in this instance, it is the only remedy provided by the lien law, because the pursuit of the remedy by foreclosure would involve the taking of public building which on the grounds are public policy and public necessity are exempt for execution and forced sale. And this remedy is one which does not Contravene Any Principles Of Public Policy. It operates merely as an assignment pro tanto of the money due by the owner to the Contractor, and in no way effects the public building. The true spirit and merit of the statute is lost sight of in the contention that this remedy is a mere substitute for the remedy by lien, and that, when the latter does not exist the former cannot exist. The right to control and direct the funds remaining in the hands of the owner is as distinct and independent as a right to file and enforce a lien. It is a remedy entirely disconnected from and additional to the remedy by lien upon the building, and as this exceptional element which is pleaded arrest in this case the usual operation of the lien law does not exist."

In the case of S. V.R.R.Co. v. Miller 80 Va. page 821, note 3 of syllabus, which says this remedy is additional to that conferred by section 5, which gives the sub-contractor, upon compliance with its requirements, the right to charge the owner personally, and is said by Mr. Shelton in 15 law reg. this is a remedy entirely disconnected from an additional to the remedy by lien upon the building, and should be regarded with favor by the courts. It does not depend upon the right to enforce the mechanics lien or upon the completion of the principal contract by the contractor.

In the case of Roe v. Scanlan 32 S.W. 216, a similar case to the one above ~~cited~~, though mechanics lien will not be enforced against a county building, notwithstanding the lien statute excepts no building from its provision, yet the contractor of the county having provided that it should retain the money due the contractors to satisfy the claims of lien holders, the funds will be substituted for the building and be subject to the liens.

Also we find in the case of McKee v. Rapp 35 N.Y. Sup. 175 in which the lien or material men were allowed in their order of priority, out of the balance of the money remaining in the hands of the trustees for the repairing of certain public schools. Then again I refer you to the Hicks case, heretofore used by me in this connection, allowing the lien of an execution against public funds. And again I impress upon you what was said in the University of Va v. Snyder in which it would seem that Snyder would have obtained his money from the Rector and Visitors of the University of Va. had he complied with section 2479.

NORFOLK, VA.,

Jan 31st 1913

Messrs. Barber & Polgers,

TO ALEXANDER B. WALKER, DR.

CUT STONE CONTRACTOR

PHONE 2241

OFFICE: 19TH STREET & COLLEY AVE.

Furnishing stone work on Agricultural
 High School, Drivers Va. as per contract
 Extra for flushing sill course with concrete
 " for use of the crab for finishing concrete
 Received via Freight
 " by check

\$890 00
 20 00
 6 00

✓ \$111 45
 ✓ 75 00
 ✓ 110 00
 ✓ 10 00

State of Virginia,

City of Norfolk to-wit:-

This day Alexander B. Walker, personally appear
 are before me, J. McBryde Webb, a Notary Public in
 and for the City and State aforesaid, and made oath
 that the matter and things stated in the foregoing
 account are true and that the account is correct, due
 due and owing. Subscribed before me this 31 day of
 Jan 1913.

Given under my hand this 31 day Jan. 1913.

Alexander B. Walker
 J. McBryde Webb
 Notary

\$916 00
 306 45
 \$609 55
 \$306 45

\$552.35 Committed

Alexander Walker
\$552.35

3815-
2261.
61.20
2000
41.20

REGISTRY RETURN RECEIPT.

Form 1548.

Received from the postmaster registered article, the original number of which appears on the reverse side of this card.

Date of delivery

(To be filled in by person signing receipt.)

19/2

When delivery is made to an agent of the addressee, both addressee's name and agent's signature must appear in this receipt.

J R Darden

(Signature or name of addressee.)

at Darden

(Signature of addressee's agent.)

A registered article shall not be delivered to anyone but the addressee or the person in whose care it is addressed, except upon addressee's written order or a written order from the sender transmitted by the mailing postmaster and duly verified.

When the above receipt has been properly signed, it must be postmarked with the name of delivering office and actual date of delivery and mailed to its address, without envelope or postage.

Post Office Department

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, \$300.

Original Reg. No.

20008

RETURN TO:

Mr. J. H. Hester

(Name of sender.)

Street and Number,
or Post Office Box,

20 - 19th St.

NORFOLK,

VIRGINIA.

Postmark of Delivering Office

and Date of Delivery.

This card must be neatly and correctly made up and addressed at the post office where the article is registered. The postmaster who delivers the registered article must see that this card is properly signed, legibly postmarked, and mailed to the sender, without envelope or postage.

Alexander B. Walker

Open acct. \$552.

Notice under Sec 2479

Given Jan 24. 1912

Home La. Carbonate

Che. Brine - 1.00

July 1/12

5	4 Rolls 200 yds each	1.20	480
"	1000 @ 10 yds each	3.00	1,800
17	2" with 2 1/2 in. thick	40	1,200
"	2" with 2 1/2 in. thick	20	600
"	2" with 2 1/2 in. thick	20	600
26	2" with 2 1/2 in. thick	50	1,500

Aug

2	7.000 @ 10 yds each	70	2,100
"	3.000 @ 10 yds each	30	900
"	5.000 @ 10 yds each	50	1,500
"	4.000 @ 10 yds each	40	1,200
"	1.000 @ 10 yds each	10	300

1817.10

2000

EDGAR Z. HARRIS

C. H. CUPP

Norfolk, Va.,

Nov 18

191

M Barbour & Rodgers,

Norfolk, Va.

Indebted

To NORFOLK SHEET METAL WORKS

Manufacturers and Erectors of Cornices, Skylights, Finials, Etc. Tin, Slate and Gravel Roofing, Fireplace Heaters, Stoves and Furnaces Furnished and Installed

Phone 6381

Repair Work a Specialty



170 PLUME STREET

To balance due under contract for

Drivers Agricultural & High School, Drivers, Va.

\$43.43

200 10/18 Buckingham Slate (broken up)

20.00

16 hrs. time replacing same

8.00

\$71.43

Norfolk, Va., April 1st, 1913.

Barbour & Rodgers, Gen'l. Contractors,

Norfolk, Va.

To Norfolk Sheet Metal Works,

Dr.

1912.

May 6, To roofing & sheet metal work on
Drivers High School under contract \$830.00

" 21, By order to The Williams Slate Co. \$348.00

June 22, " check, 75.00

Aug. 1, " 30 day draft, 25.00

" 3, " Cash 5.00

" " " Check 45.00

" 8, To 200 Buckingham slate (broken up))
" " " 16 hrs. time replacing same) 28.00

" 17, By check 50.00

" 24, " " 5.00

" 31 " Freight bills 15.32

" " " 15 day note 60.00

\$858.00 \$628.32

628.32

Balance due

\$229.68

VIRGINIA- City of Norfolk, to-wit:

This day Edgar Z. Harris, Proprietor of the Norfolk
Sheet Metal Works, of Norfolk, Virginia, personally appeared be-
fore me in my said City and made affidavit that the above account
against Barbour & Rodgers in favor of the Norfolk Sheet Metal
Works is just and correct, and that the same bears interest from
the 1st day of Oct, 1912.

Given under my hand this 3 day of April, 1913.

My term of office expires 8th day of Nov, 1913

H. A. Williams N. P.

Balance 229.68

Less \$28.

Freight

8.25

Bill by Lakes

12.10

48.35

48.35

181.33

28

209.33

PREPARED TO TAKE CON-
TRACTS ANYWHERE IN
THE UNITED STATES

BELL PHONE 5420

BARBOUR & RODGERS
PRACTICAL BUILDERS and CONTRACTORS
OFFICE, 239 ARCADE BUILDING
NORFOLK, VA.

Sept. 16, 1912.

Mr. A. G. Darden,
Clerk, School Board,
Drivers, Va.

Dear Sir:-

Please pay to The Norfolk Sheet Metal
Works, Norfolk, Va., (\$150.00) One Hundred and
Fifty Dollars on the Drivers School Building
when same is accepted by School Board.

Yours very truly

Barbour & Rodgers,

~~74.~~ 4
71. 43.
120. 00

221. 43.

71.

CONTRACTORS' SUPPLY CO. ET ALS.

VS.

SCHOOL BOARD OF SLEEPY HOLE DISTRICT, ETC.

BRIEF OF COUNSEL FOR PORTSMOUTH RETAIL LUMBER CORPORATION AND
NORFOLK SHEET METAL WORKS.

The purpose of this rather discursive brief is to bring to the attention of the Commissioner the two points of law principally involved in this cause and, as far as possible, to aid him in getting in touch with the authorities on the points in question, adjudicated cases being rather more persuasive than argument of counsel.

The two main questions to be determined are:

(1). Does section 2479 of the Code apply, so as to afford those complying therewith a preference in the distribution of the funds at hand?

It will be very readily admitted that the mechanics' lien laws do not apply to public school buildings, and that no lien can be enforced against the same.

Is 2479 a part of the mechanics' lien law? I think so. It is contained in that chapter of the code titled: "Of the vendor's lien, and of the lien of mechanics and others." Inasmuch as the chapter deals with liens, if one will but scan the chapter, analytically, with a view to ascertaining the character of the relief and lien afforded and acquired by 2479, it will be seen that that particular ^{section} is identified with the other sections devoted to the aid of the mechanic, & must in fact be admitted to be part and parcel of the general provisions of the mechanics' lien law. Mr. Burks, in his admirable work on the mechanics' lien law, obviously deals with this section in the manner just suggested. Indeed, an investigation of the cases

in which this section has been treated will disclose the fact that, almost without exception, the court dealt with the question as a feature of a suit to enforce a mechanic's lien on property subject to such a lien.

This section is utilized by the sub-contractor who is "satisfied with the personal liability of the owner" (Mr. Burks), and has been used, almost invariably, in addition to a compliance with 2475 et seq.

No one will dispute the fact that, since Schrieber v. Bank, 99 Va., 257, in a mechanics' lien suit, sub-contractors who have complied with 2479 in addition to the preceding sections have a preference, in case the balance due the general contractor is not sufficient to satisfy all lienors.

But the suit in question is ~~not a mechanics' lien~~ suit and so 99 Va., 257 cannot apply.

It would be rank inconsistency to say that 2475 et seq. cannot apply, but that, when one approaches the vicinity of 2479, the pendulum begins to swing in the opposite direction and the zealous subcontractor can, with lusty voice, invoke the benign and protective influences of that section which is an inseparable part of the general scheme thitherto recognized as inapplicable .

Finally, it is submitted that the only really respectable authority for the proposition that 2479 is entirely dissimilar from the right to enforce a mechanics lien is an article emanating from the brain of Thomas W. Shelton, Esq., ^(15 Va. Law Reg. 10) in which he squints toward the point that in 2479 no question of public policy is involved, and cites, for several propositions laid down by him, three cases none of which is at hand; therefore, we are not able to test the precision of his deductions and so have to thank him for his scholarly suggestions and turn our faces again toward the Virginia decisions, of which we will find none sustain-

ing his view.

If a mechanics' lien suit cannot be brought and enforced against a public school building, it certainly cannot be considered good law or broad equity, in a case of this sort, to accomplish the same results (tying up the funds pro tanto) by indirection.

(2). Equitable Assignments.

The view may be taken by the Commissioner that 2482A bars the recognition of any of the assignments in this case. If, on the other hand, the view is held that 2482A, also, is a ^aprt of the mechanics' lien law and so is to be discarded and not applied (like 2479), then it might be well to ascertain what the courts have held as to so-called equitable assignments.

"There can be no doubt as to the rule that when, for a valuable consideration from the payee, an order is drawn upon a third party and made payable out of a particular fund, then due or to become due from him to the drawer, the delivery of the order to the payee operates as an assignment pro tanto of the fund, and the drawee is bound, after notice of such assignment, to apply the fund as it accrues to the payment of the order, and to no other purpose, and the payee may, by action, compel such application."

Pomeroy, Sect. 1280, foot-note 3.

"The fund need not be actually in being; if it exists potentially, - that is, if it will in due course of things arise from a contract or arrangement already made or entered into when the order is given, - the order will operate as an ^{equitable} assignment of such fund as soon as it is acquired, and will create an interest in it which a court of equity will enforce"

Pomeroy, Sect. 1283.

For the proposition that "an order drawn on a particular fund operates as an assignment of the fund not only as between the drawer and payee, but also as it regards the drawee, though not assented to or accepted by him, and will render him equitably answerable to the payee for a failure or refusal to appropriate the fund to the payment of the draft", see:

First Nat. Bank v. Kimberlands, 16 W. Va., 588.

Anderson v. DeSoer, 6 Gratt., 363.

Jennings v. Taylor, 102 Va., 191.

Chesapeake, etc. Ass'n. v. Coleman, 94 Va., 434.

See also the following cases for the drawee's liability under an equitable assignment:

S. V. R.R. Co. v. Miller, 80 Va., 821.

Switzer v. Noffsinger, 82 Va., 518.

Chesapeake, etc. v. Coleman, 94 Va., 434. (supra).

Hicks, etc. v. Roanoke etc. 94 Va., 741.

(The last-mentioned case is very instructive).

Mack Mfg. Co. v. Smoot, etc. 102 Va., 724. In this case the Court held the equitable assignment took priority over subsequent executions against the contractor.

S. H. Hawes et als. v. Trigg Co., etc, 110 Va. 165. In this case the Court held that "a valid assignment of a chose in action made by a manufacturing company is superior to liens for labor and supplies (under section 2485 of the Code) furnished more than two years thereafter."

A careful reading of the foregoing cases may prove of profit to the Commissioner.

Few of these cases touch on the effect such an assignment would have upon the rights of third persons, such as other creditors of the drawer.

Mr. Pomeroy on this point says that some of the courts "have laid down the rule in comprehensive and positive terms, that the assignee takes subject to all equities, latent or open, of third persons. Of course the "equity" in such a case must be some subsisting claim to or against the thing in action itself, or the fund which it represents, which the third person held and could have enforced if it had remained in the hands of the assignor; as, for example, a lien or charge upon the fund or some part of it, or upon the security, or an equitable ownership or right to the fund or security, and the like."

Pomeroy, Sect. 714 (3).

(QUAERE: Are there any such "equities" in the instant case?).

"As between an assignee of the chose in action and the creditors of the assignor, the assignee will be entitled to priority, within the limitations applicable to fraudulent conveyances," etc.

4 Cyc., page 75.

(Personal note: One of my clients, the Portsmouth Retail Lumber Corp., had an assignment in this case; but I have ^{not} analyzed the case, from a fact or evidence standpoint, for the purpose of discovering whether its interests will be best promoted by the Commissioner's adopting or rejecting the doctrine of "equitable assignment"; my sole object being to cite what law I think applicable and then to let the practical results be what the court may determine to be just, right and equitable.)

Respectfully,

5/21/1913.

W.P. Lipscomb,

Counsel for Portsmouth Retail Lumber
Corp. et. al.

Contractors' Supply Co., etc.

v.

School Board, etc.

Brief of Counsel

for

Portsmouth Retail
Lumber Corp. et al.

CONTRACTORS' SUPPLY CO., ETC.

VS.

SCHOOL BOARD, ETC.

SUPPLEMENTAL BRIEF OF COUNSEL FOR PORTSMOUTH RETAIL LUMBER CORPORATION AND NORFOLK SHEET METAL WORKS.

To further sustain the contention that section 2479 cannot be applied in this suit, attention is respectfully directed to the following decisions:

"Under a common law bond of a contractor for the erection of a court-house, providing that the surety shall not be liable to any one except the owner, and that in estimating damages the claims of mechanics and materialmen arising out of the performance of the contract and paid by the owner only when they are valid liens against the property may be included, one furnishing labor or materials has no right of action against the surety, there being no mechanics' lien on public buildings."

HARDISON & CO. V. YEAMAN, 91 S. W. 1111 (TENN)

MURRAY & CO. V. SAME.

"Code, section 3102, authorizing subcontractors for public buildings not belonging to the state to file claims for material, etc., which shall be paid by the public corporation constructing the building, to the extent of the contract price, etc., does not authorize a lien upon the building so erected, nor on the funds due the contractor."

GREEN BAY LUMBER CO. V. INDEPENDENT SCHOOL DISTRICT, ETC., 101 N.W., 84; 125 Iowa, 227.

"Creditors of a school district contractor for labor and materials furnished in the erection of a building are without remedy at law to have the funds in the hands of the directors applied to the payment of their debts, and they are without any remedy in equity which will involve the diversion of funds from the channel to which they have been turned by public authority."

PLUMMER & DAVIS V. SCHOOL DIST. # 1 OF MARIANNA,
118 S.W., 1011 (ARKANSAS). 134 Am. ST. R., 28.

"Since claimants for labor and materials furnished to a contractor for a school district building are simple contract creditors and have no lien on the fund which the district owes the contractor, suits by them against the district and contractor to apply the funds to the payment of their debts are governed by the law governing the priority of claims of simple contract creditors, and claimants who first file ^{their} suits and obtain service are entitled to a preference over claimants subsequently doing so."

SAME CASE AS SUPRA.

(NOTE: The last-mentioned principle would not apply in the instant case, as here there is only one suit).

"The mechanics' lien law does not contemplate any such thing as a personal decree alone, without the establishment of a lien, and where the property is of such a character as to be exempt from a lien, as in the case of a county courthouse, the court cannot render a mere personal decree for money due."

BOUTON V. McDONOUGH COUNTY SUPERVISORS, 84 ILL. 384.
QUINN V. ALLEN, 85 ILL. 339.

"The mechanics' lien act, providing for the enforcement of a personal liability where a lien cannot be maintained, has no application to a county for which work has been done on its public buildings."

SECRIST V. DELAWARE COUNTY COMM'RS., 100 IND., 59.

"The court cannot, in an action to enforce a mechanics lien on a county bridge, which is not subject to the lien law, render a decree for the amount found to be due."

LORING V. SMALL, 50 IOWA, 271; 32 AM. REP., 136.

"Elliott's Supp., Section 1696, making the owner personally liable to a subcontractor who serves him with notice of the amount of his claim as therein provided, creates a personal liability in favor of those only to whom a lien is given; and, as there can be no lien upon a school-house, school corporations are not liable to such subcontractors."

JEFFRIES V. MYERS, 9 IND. APP., 563; 37 N.E., 301.

AS TO EQUITABLE ASSIGNMENTS.

In addition to the citations supporting the applicability of this principle of law in the instant case, attention is called to syllabus # 3, in the case of Schrieber etc. v. Bank, 39 Va., 257, as follows:

"As against subcontractors, it is not error to allow the owner credit for notes discounted by him which were given by the contractor to other subcontractors for work done *nor for similar notes held by banks & taken up by the owner,* or materials furnished, nor for orders drawn on the owner by the general contractor in favor of subcontractors. Each of such credits represents money paid by the owner for work done or materials furnished for the erection of the building."

They are not such assignments or transfers as are prohibited by Act of Assembly, 1895-'6, page 379."

The Act referred to above is section 2482a of the Code.

On page 261 of this case, Judge Harrison, in speaking for the court, says: " On the contrary, it is the contract price of the building going directly to those who have done the work and furnished the materials, which is what the act cited intended to accomplish."

(The foregoing case is thoroughly familiar to the Commissioner, his attention simply being now re-directed thereto).

Therefore, in view of the decisions and of the reasoning used in same, it is respectfully contended:

FIRST: That section 2479 cannot and does not apply, and,

SECOND: That the equitable assignments are good and should be held valid, to be recognized in the order of their priority.

Respectfully submitted July 30, 1913.

W.P. Ligon
Counsel for Portsmouth Retail
Lumber Corp. and Norfolk Sheet
Metal Works.

Contractors' Supply Co., etc.

v.

School Board, etc.

Supplemental
Brief.

Norfolk Sheet Metal Works

Open acct. \$229.68

Allowed for \$209.33

Order for \$150. (conditional?)

dated Sept. 16. 1912.

Order worthless.

RALPH H. RIDDLEBERGER
ALBERT L. ROPER
HARRISON H. RIDDLEBERGER

LAW OFFICES
RIDDLEBERGER & ROPER
BANK OF COMMERCE BUILDING
NORFOLK, VIRGINIA

June 6, 1913.

Mr. Bradford Kilby,
Attorney at Law,
Suffolk, Va.

Dear Kilby:-

I am certainly obliged to you for yours of the 5th instant, enclosing valuable data concerning the claims of the School Board creditors.

Regarding the date of the notice under 2479 of the Contractors Supply Company, I beg to advise that it was December 16, 1911. Mr. Darden doubtless has this letter, but I will send you a copy of it, if you desire. *The sworn accounts were served later.*

I am glad if the date of the order held by the Ocean View Plumbing Co. has been established, as this is my other client in the matter, and as I advised you the other day, Mr. Waterman of the firm had told me that Mr. Darden had lost this one order, but from the fact that you indicate the date of this order, I infer that Mr. Darden afterwards found it.

From the way your letter reads, I rather gather that you have misunderstood one point in my argument. I refer to the language following:

as
"As this order antedates your notice under Section 2479, it would manifestly be up to you to uphold the doctrine of equitable assignment and take the same position that Heth Tyler does."

My contention is that those creditors ^{who} served notice under 2479, ~~and~~ should be preferred whether or not their notices antedate orders or assignments given other creditors.

You will notice at the bottom of the first page of my letter of June 3rd that I wrote of notices under 2479 being preferred to mechanic lienors only in those cases where the notices antedate the date of the filing of the mechanics' liens. This is well settled in Virginia. But in this case mechanics' liens do not figure at all. I claim that notices under 2479 of whatever date should give the creditor a priority over ~~others~~ ^{all} holding assignments. I notice from the data that you sent me that if creditors who served notice under 2479 are preferred in full, the amount of \$2902.96 only would be used.

In my letter of June 3rd one more point which I intended to call your attention to was this: as a practical matter, Section 2479 in, I dare say, nineteen cases out of twenty results, in the creditors proceeding under it, getting a priority in

B. K. #2- 6/6/13.

chancery proceedings; that is to say, that as a building fund in hand in nearly every case, gets into the chancery court because of a suit brought to enforce a mechanics' lien, or for other reasons, the ^{law} remedy of this section which gives a personal liability against the owner at law is very rarely invoked. Is there any reason why creditors proceeding under 2479 should not in this chancery proceeding be given the same priorities that they have always been given in all other chancery proceedings under this section, when, on account of a chancery suit the fund is marshalled for distribution.

The more I revolve the legal side of this matter around in my mind, the more I feel fairly "cocky" about my objections to the assignments to the Seaboard Bank, W. L. Rodgers and Mr. Lake. I am inclined more and more to think that a Court of Equity will not allow such assignments under 2482-A to be paid ahead of sub-contractors; but I am interested in the priority between equitable assignees as a secondary matter, because of my conviction that creditors under 2479, among whom is the Contractors Supply Company, should be preferred before all others in this proceeding.

Very truly yours,

H. H. Richardson

HHR-M. Will prove for Contractors Supply Co, if you require it, date of notice under 2479 + Subsequent serving of sworn account on Contractors + owner (or trustees). In passing, will say that I used an adding machine on the totals of the statement you sent + "amount claimed" came to \$10,141.71 + "amount allowed" came to \$8467.52

W. H. H.

STATE OF VIRGINIA

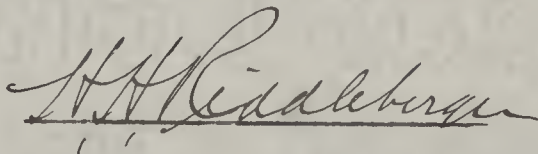
CITY OF NORFOLK

To-wit:

This day, before me, H. H. Riddleberger, a Notary Public, in and for the City and State aforesaid, whose commission expires on the twenty-ninth day of March 1915, personally appeared R. B. TUCKER, of Norfolk, Virginia, who being duly sworn deposes and says that he is the Secretary and Treasurer of the Contractors Supply Company, Incorporated, a corporation, and that D. B. BARBOUR and W. C. ROGERS, partners, trading as BARBOUR & ROGERS, are indebted to the said corporation in the sum of eight hundred and twenty-four dollars and seventy-two cents (\$824.72) for material furnished for the construction of the High School Building at Drivers, Virginia, and that the attached account showing such indebtedness is correct.

Given under my hand this 12th

day of *May* 1913.



Notary Public.

Contractors
 NORFOLK, VA., January 1st, 1913
CONTRACTORS SUPPLY CO., INC.
Successors to
J. C. GRINNAN CO.
 (INCORPORATED)

BUILDING MATERIALS

306 E. PLUME STREET, BOARD OF TRADE BLDG.
 WAREHOUSE: 23RD STREET AND MONTICELLO AVENUE

SOLD TO

Barbour & Rogers.

Norfolk, Va.

TERMS: 30 DAYS, NET

TO MDSE., AS PER ACCOUNT RENDERED.									
Mch	31	7½ Bbls	Cement	1.53	10	51			
May	7	20 Bbls	Lime	.74	14	80			
	16	20 "	"	.74	14	80			
	27	50 "	"	.74	37				
	1	"	Red Mortar Stain	8.00	45	00			
June	10	62½ "	Cement	1.53	95	62			
	12	1700 Yds	Metal Lath	.18					
		360 Ft	Corner Bead	.3½	297	00			
	12	1008 Sq Ft	Expanded Metal	.03	30	24			
	12	160 Ft	#1 Gal Steel Corner Bead	17½	27	20			
	18	1 Bbl	Red Mortar Stain	8.00	8	00			
	25	16 Ton	Kings Windsor	10.55					
		4 "	Hyd Lime	10.20	Less Frt				
				14.00	195	60			
	28	1 Bbl	Plaster Paris		1	60			
July	3	294 Ft	Expanded Metal	.03½	10	29			
	6	52 Yds	Metal Lath	.13	6	76			
	8	60 "	"	.13	7	80			
Aug.	5	60 "	"	.13					
		1 Ton	Alabaster	11.00	18	80			
	8	2 "	"	11.00	22	00			
	9	1/2 "	"	11.00	5	50			
Sept	9	1/2 "	"	11.00					
		50 Yds	Metal Lath	.13	12	00			
	23	3 Bags	Cement	.50	1	50			
						824	72		
<i>Notice given under Sec 2479.</i>									

MONTHLY STATEMENT

NORFOLK, VA., November 1st, 1914.

CONTRACTORS SUPPLY CO., INC.

SUCCESSORS TO

J. C. GRINNAN CO.

(INCORPORATED)

BUILDING MATERIALS.

132 PLUME ST., BOARD OF TRADE BLDG.

WAREHOUSE: 23RD ST. AND MONTICELLO AVENUE

SOLD TO

Barbour & Rodgers,

Norfolk, Va.

TERMS, 30 DAYS, NET

Nov.	1	TO MDSE. AS PER ACCOUNT REND. for material furnished							
		for use in construction of Drivers Agricultural							
		High School, Drivers, Va.							824.72

STATE OF VIRGINIA)

City of Norfolk)

TO-WIT:

This day before me, H. H. Riddleberger, a Notary Public for the City and State aforesaid, whose commission expires on the 29th day of March 1915, personally appeared R. B. Tucker, of the City of Norfolk, Virginia, and made oath that he is Secretary and Treasurer of the Contractors Supply Company, Inc., a corporation created and existing under the laws of the State of Virginia, and that Barbour & Rodgers, a partnership of Norfolk, Va., is indebted to the said corporation in the sum of \$824.72, for materials furnished for the construction of the Drivers Agricultural High School, at Drivers, Va., as per statement of the account hereto attached, which statement is correct.

Given under my hand this 17th day of December 1914
H. H. Riddleberger
 NOTARY PUBLIC.

C O P Y.

December 16, 1911.

Mr. A. G. Darden, Clerk,
School Board,
Drivers, Va.

Dear Sir:-

We beg to notify you that we have contract to furnish Portland Cement for Messrs. D. B. Barbour & Company, General Contractors, for the Agricultural High School at Drivers, Va., and this is to serve you as our formal notification. The probable amount of our contract will be five hundred dollars, and we will keep you posted from time to time of the balance due us.

Very truly yours,

J. C. Grinnan Co., Inc.,

By _____
Sec. & Treas.

T/P

BARBOUR & RODGERS
PRACTICAL BUILDERS and CONTRACTORS

OFFICE, 239 ARCADE BUILDING

NORFOLK, VA.

Aug. 19, 1912

Mr. A. G. Darden,
Clerk of the School Board Nansemond Co.,
Drivers, Va.

Dear Sir:-

Please pay to the order of the J. C.
Grinnan Co. Inc., the sum of eight hundred and
twenty four dollars and seventy two cents (824.72)
on account of materials furnished by them for use
in construction of the Drivers Agricultural High
School and charge same to ur account.

Yours very truly

Barbour & Rodgers
By W. C. Rodgers

Accepted

J. C. Grinnan
By B. D.

RIDDLEBERGER & ROPER
GENERAL COUNSEL
NORFOLK, VIRGINIA

J. C. GRINNAN CO., Inc.

BUILDING MATERIALS

132 PLUME STREET, BOARD OF TRADE BUILDING
WAREHOUSE, TWENTY-THIRD STREET AND MONTICELLO AVENUE

NORFOLK, VA., Aug. 20, 1912.

LIME

CEMENT PLASTER

HYDRATED LIME

CALCINED PLASTER

KEENE'S CEMENT

LATHS

METAL LATHING

CORNER BEAD

—
PORTLAND CEMENT

STAINLESS CEMENT

BROKEN STONE

GRAVEL

REINFORCING BARS

EXPANDED METAL

—
MORTAR STAIN

WALL TIES

WALL PLUGS

—
TERRA COTTA

PRESSED BRICK

TAPESTRY BRICK

COLONIAL BRICK

ENAMEL BRICK

FIRE BRICK

FIRE PROOFING

ROOFING TILE

ROOFING SLATE

SEWER PIPE

FLUE LINING

AND ALL
CLAY MATERIALS

—
LAND LIME

LAND PLASTER

PAINTS

METAL COLUMNS

Mr. A. G. Darden,
Clerk of the School Board of Nansemond Co.,
Drivers, Va.

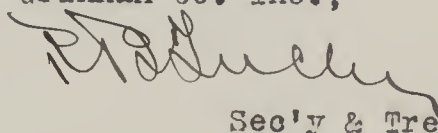
Dear Sir:-

We are enclosing you herewith order given us by
Barbour & Rogers, General Contractors for the Drivers
Agricultural High School, on account of materials furnished by
us for use in construction of above building. Will you kindly
accept the enclosed order and return to us by registered
mail, as per enclosed stamped envelope.

Thanking you in advance, we beg to remain,

Yours very truly,

J. C. Grinnan Co. Inc.,


Sec'y & Treas.

CONTRACTORS SUPPLY CO.

INCORPORATED

SUCCESSORS TO

J. C. GRINNAN CO., Inc.

BUILDING MATERIALS

132 PLUME STREET, BOARD OF TRADE BUILDING
WAREHOUSE, TWENTY-THIRD STREET AND MONTICELLO AVENUE

RIDDLEBERGER & ROPER
GENERAL COUNSEL
NORFOLK, VIRGINIA

NORFOLK, VA., Nov. 28, 1912.

LIME
CEMENT PLASTER
HYDRATED LIME
CALCINED PLASTER
KEENE'S CEMENT
LATHS
METAL LATHING
CORNER BEAD

—
PORTLAND CEMENT
STAINLESS CEMENT
BROKEN STONE
GRAVEL
REINFORCING BARS
EXPANDED METAL

—
MORTAR STAIN
WALL TIES
WALL PLUGS

—
TERRA COTTA
PRESSED BRICK
TAPESTRY BRICK
COLONIAL BRICK
ENAMEL BRICK
FIRE BRICK
FIRE PROOFING
ROOFING TILE
ROOFING SLATE
SEWER PIPE
FLUE LINING
AND ALL
CLAY MATERIALS

—
LAND LIME
LAND PLASTER
PAINTS
METAL COLUMNS

Mr. A. G. Darden,
Clerk of School Board,
Drivers, Va.

Dear Sir:-

Referring to our order, held by you, given us
by Barbour & Rodgers, on account of materials furnished
for use in construction of the Agricultural High School,
Drivers, Va, will you kindly inform us approximately what
date we may expect payment of this order. Enclosed you
will find stamped envelope for reply.

Thanking you in advance for your attention to
this matter, we beg to remain.

Yours very truly,

Contractors Supply Co. Inc.,



Treas.

CONTRACTORS SUPPLY CO.

INCORPORATED

SUCCESSORS TO

J. C. GRINNAN CO., Inc.

BUILDING MATERIALS

132 PLUME STREET, BOARD OF TRADE BUILDING
WAREHOUSE, TWENTY-THIRD STREET AND MONTICELLO AVENUE

RIDDLEBERGER & ROPER
GENERAL COUNSEL
NORFOLK, VIRGINIA

NORFOLK, VA., December 17th, 1912.

Mr. A. G. Darden, Clerk,
School Board,
Drivers, Virginia.

--Material for Agricultural High--
School, Drivers, Va.

Dear Sir:-

Referring to your letter of the 5th inst., we beg to re-call that on December 16th, 1911, we notified you by letter that we had contracted to supply certain materials for the above building to D. B. Barbour & Co., general contractors, which concern was succeeded by Barbour & Rodgers.

In order to secure ourselves we are required to file sworn statement of our account, which amounts to \$824.72. We enclose herewith sworn statement showing amount due, and are registering this letter to insure proper delivery.

We understand the building will soon be completed as the slate treads have been shipped and we hope to receive a settlement from you at an early date.

Yours very truly,

CONTRACTORS SUPPLY CO., INC.

By, _____
President.

JAP/LS.

LIME

CEMENT PLASTER

HYDRATED LIME

CALCINED PLASTER

KEENE'S CEMENT

LATHS

METAL LATHING

CORNER BEAD

PORTLAND CEMENT

STAINLESS CEMENT

BROKEN STONE

GRAVEL

REINFORCING BARS

EXPANDED METAL

MORTAR STAIN

WALL TIES

WALL PLUGS

TERRA COTTA

PRESSED BRICK

TAPESTRY BRICK

COLONIAL BRICK

ENAMEL BRICK

FIRE BRICK

FIRE PROOFING

ROOFING TILE

ROOFING SLATE

SEWER PIPE

FLUE LINING

AND ALL
CLAY MATERIALS

LAND LIME

LAND PLASTER

PAINTS

METAL COLUMNS

C O P Y.

December 14th, 1912.

Mr. A. G. Darden, Clerk,
School Board,
Drivers, Virginia

--Material for Agricultural--
High School, Drivers, Va.

Dear Sir:-

Referring to your letter of the 5th instant, we beg to recall that on December 16th, 1911, we notified you by letter that we have contracted to supply certain materials for the above buildings to D. B. Barbour & Co, general contractors, which concern was succeeded by Barbour & Rodgers.

are

In order to secure ourselves we required to file sworn statement of our account, which account amounts to \$824.72. We enclose herewith sworn statement showing amount due, and are registering this letter to insure proper delivery.

We understand the building will soon be completed as the slate treads have been shipped and we hope to receive a settlement from you at an early date.

Yours very truly, .

CONTRACTORS SUPPLY CO., INC.

By _____
President.

CONTRACTORS SUPPLY CO.

INCORPORATED

SUCCESSORS TO

J. C. GRINNAN CO., Inc.

BUILDING MATERIALS

132 PLUME STREET, BOARD OF TRADE BUILDING

WAREHOUSE, TWENTY-THIRD STREET AND MONTICELLO AVENUE

RIDDLEBERGER & ROPER
GENERAL COUNSEL
NORFOLK, VIRGINIA

LIME
CEMENT PLASTER
HYDRATED LIME
CALCINED PLASTER
KEENE'S CEMENT
LATHS
METAL LATHING
CORNER BEAD

—
PORTLAND CEMENT
STAINLESS CEMENT
BROKEN STONE
GRAVEL
REINFORCING BARS
EXPANDED METAL

—
MORTAR STAIN
WALL TIES
WALL PLUGS

—
TERRA COTTA
PRESSED BRICK
TAPESTRY BRICK
COLONIAL BRICK
ENAMEL BRICK
FIRE BRICK
FIRE PROOFING
ROOFING TILE
ROOFING SLATE
SEWER PIPE
FLUE LINING
AND ALL
CLAY MATERIALS

—
LAND LIME
LAND PLASTER
PAINTS
METAL COLUMNS

NORFOLK, VA., January 3rd, 1913.

Mr. A. G. Darden, Clerk,
School Board,
Drivers, Virginia.

--Account vs. Barbour & Rodgers--
for material on High School at
Drivers, Va.

Dear Sir:—

Referring to our telephone conversation this P. M. we regret exceedingly to hear that the claims filed exceed the balance of \$5500.00 due the general contractors on this work.

Your files will disclose that on December 16th, 1911 the J. C. Grinnan Co., Inc., (which company later changed its name to the Contractors Supply Company) notified you that we had contracted to furnish material for the Agricultural High School.

On August 20th, 1912, we wrote you enclosing Barbour & Rodgers order on your school board.

On December 4th, we wrote you rehearsing the circumstances, and on December 5th you wrote that your lawyer had advised you not to accept any ~~written~~ orders given by the general contractors.

As required by the law, we filed with our letter of December 14th, sworn statement of our account for materials delivered amounting to \$824.72, and filed also with Barbour & Rodgers a duplicate of the statement.

We have apparently complied with the law to an extent that will protect us against any loss. We would be glad to hear from you if the papers mentioned above have been properly received.

We are registering this letter and would ask that you kindly let us hear from you by return mail.

Yours very truly,

CONTRACTORS SUPPLY CO., INC.

By,

President.

JAP/LS.

RALPH H. RIDDLEBERGER
ALBERT L. ROPER
HARRISON H. RIDDLEBERGER

LAW OFFICES
RIDDLEBERGER & ROPER
BANK OF COMMERCE BUILDING
NORFOLK, VIRGINIA

June 26, 1913.

Mr. Bradford Kilby,
Attorney at Law,
Suffolk, Va.

My dear Kilby:-

I have received your favor of the 17th in re. the School Board case, and I appreciate your requesting me to furnish you with any additional authority which I may desire.

I have been too busy to give this matter any more attention recently, largely due to the absence from the city of both Ralph and Albert, and it is not likely that I will furnish you with any additional authorities. Besides I feel that the contention which I make that the assignments to the Seaboard Bank, Mr. Lake and Mr. Rodgers are prohibited by 2482-A is a question of "first impression," and that therefore there is no authority in Virginia sufficiently interpreting the said section from which even an inference might be drawn as to assignments of this character, unless, as I have contended, the Schriber case supports my position. There may be cases in other states ^{beginning} ~~beginning~~ with such assignments under a similar statute, but frankly, I have not made investigation along this line. On the other point, (creditors under 2479 being preferred) I feel that my contention is entirely correct, and that there can be no authority produced which in chancery and under the facts of this case will support the opposite contention, i. e., of equitable assignments being preferences before and ahead of creditors following statutory rendering.

Heth Tyler has told me that he has advised you that he is not interested in contending against the preferences claimed under 2479, for the reason that from your statement transmitted, it is apparent that if such creditors are paid in full, the bank would get its account in full anyway, being among the earliest assignees. I suppose if he were seriously affected, he would oppose my argument that his assignment is prohibited by 2482-A.

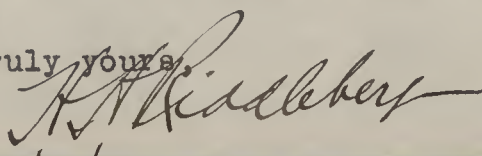
When you have arrived at your conclusions in this matter, I will appreciate it if you will advise me.

Since dictating the above, yours of the 25th to hand, and I am herewith enclosing you a copy of the carbon copy of the notice sent by the Contractors Supply Co. to Mr. Darden. We are also enclosing copy of letter which we have showing delivery of sworn account to Mr. Darden. It is our recollection that the sworn account was served on Barbour and Rodgers in person, but we will furnish you information and testimony on this if you desire.

With regards,

Very truly yours,

Encs.
HHR-M.



RALPH H. RIDDLEBERGER
ALBERT L. ROPER
HARRISON H. RIDDLEBERGER

LAW OFFICES
RIDDLEBERGER & ROPER
BANK OF COMMERCE BUILDING
NORFOLK, VIRGINIA

June 3, 1913.

Mr. Bradford Kilby,
Attorney at Law,
Suffolk, Virginia.

Dear Sir:-

Complying with your request that I send you a written memorandum of the legal points discussed by me in your office on Saturday last, with reference to the Drivers High School case, I beg to give you the following memorandum:

I discussed only two phases of this matter, contending first that those creditors who served notice on the trustees under Section 2479 of the Code of Virginia are entitled to a priority in this matter ahead of all other creditors including those claiming equitable assignments against the fund in hand. My second contention was with reference to the operation in this case of Section 2482-A of the Code of Virginia, with regard to those creditors claiming equitable assignments by virtue of orders given or other instruments in writing, and I endeavored to maintain first, that such assignments (if they are to be considered as equitable assignments at all) should not have a priority superior to those creditors who served notice under Section 2479, and I further maintained that said Section 2482-A, in my judgment, prohibits such assignments as are held by the Seaboard Bank, W. L. Rodgers and Mr. Lake.

On the question of the priority, if any, to be given creditors who acted under Section 2479, I contended that chancery should follow the law, and, the money being in hand, chancery should give force and effect to the object of this Section which in chancery has ^{always} been to allow creditors who proceed under it, a priority; that it is manifest that the School Board intended to protect creditors proceeding under this Section from the fact that they held in hand sufficient funds to pay them; further, that Section 2479 being one of the remedies prescribed by the statute for the protection of sub-contractors, it should be given force and effect ahead of equitable assignments which are not statutory in their nature and are evolutions of the common law; that, as creditors proceeding under this section, whose notices ante-date the filing of mechanics' liens, have a priority over such mechanics' liens in chancery causes brought to enforce mechanics' liens, so in this case the money being in hand, such creditors should be preferred ahead of all others, the only other class in this proceeding being those who hold mere assignments.

B. K. #2- 6/3/13.

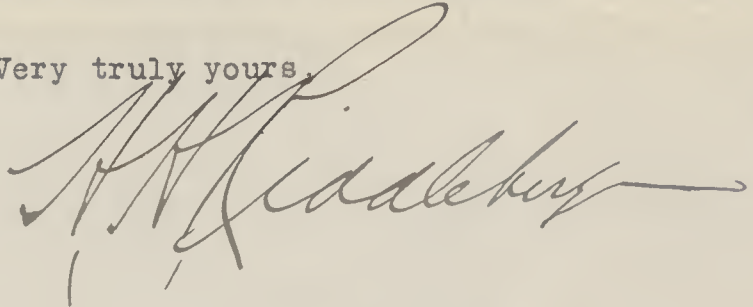
With reference to the operation of Section 2482-A, I conceded that the assignments held by a number of the creditors in this case are sufficient to constitute assignments in equity, reserving, however, the argument indicated above that such assignee-creditors should not be preferred to those who have followed a statutory remedy. I conceded this, however, only with reference in this case to those assignments which were given directly to subcontractors and material men whose accounts had been proven to have gone into the building, and that in such cases a priority might exist between creditors of this class in the date order of their assignments. I attacked, however, the assignments to the Seaboard Bank, W. L. Rodgers and Mr. Lake on the ground that such assignments are prohibited under Section 2482-A. In this connection I endeavored to distinguish the assignments which were allowed as credits to the owner, mentioned in the case of Schrieber vs. Citizens Bank, 99 Va., 257, from the assignments to the three parties in this matter mentioned above. In the Schrieber case each of the assignments allowed the owner as credits were in favor of sub-contractors, thus putting the bank on notice that they were disbursing the money to sub-contractors. Bearing this in mind, I expressed a great doubt as to whether under 2482-A a general contractor, because he gets hard pressed by reason of his miscalculation on his bid, or for any other reason, can go out into the usual channels for borrowing money, and protect the lenders by assignments on the building fund, and such assignments be good as against the claim of sub-contractors. There would be no limit to the extent to which a general contractor could do this, and if such assignments were held good as against legitimate claims of sub-contractors and material men, great fraud could be practiced on sub-contractors who had furnished material. The best proof that can usually be produced concerning whether or not the money so borrowed went into the building usually comes from the contractor himself, which adds to the injury which may be done to sub-contractors by a general contractor who freely borrows money to recoup himself and tries to protect his lender by assignments. I believe if the money so derived went into the building, the assignee is entitled to share in the fund to be disbursed, but after all sub-contractors and laborers have been paid, contending as I do that an assignment in such cases is not valid as against sub-contractors and laborers under Section 2482-A.

I also asked you in arriving at your legal conclusions in this matter to look carefully into the phraseology of the various assignments and decide as to their validity, and I pointed out that even if the assignment to the Seaboard Bank were held valid as against sub-contractors, such assignment would be ineffective because it was against the next payment to be made to the general contractors, when as a matter of fact, no such further payment was made.

B. K. #3- 6/3/13.

I think the above fairly abstracts the questions which I discussed before you. I remember also pointing out for your attention the paragraph in the contract between the School Board and the general contractors which provided that the School Board could retain from the general contractors a sufficient sum of money to at all times cover liens and notices, and further providing that the general contractors should protect the School Board in this respect by refunding if necessary, such sums as were necessary to relieve the School Board of any personal liability to sub-contractors.

Very truly yours,

A handwritten signature in cursive script, appearing to read "A. M. Haddock", with a long horizontal flourish extending to the right.

HHR-M.

RALPH H. RIDDLEBERGER
ALBERT L. ROPER
HARRISON H. RIDDLEBERGER

LAW OFFICES
RIDDLEBERGER & ROPER
BANK OF COMMERCE BUILDING
NORFOLK, VIRGINIA

August 14th.
1 9 1 3.

Mr. Bradford Kilby,
Attorney at Law,
Suffolk, Virginia.

My dear Kilby:--

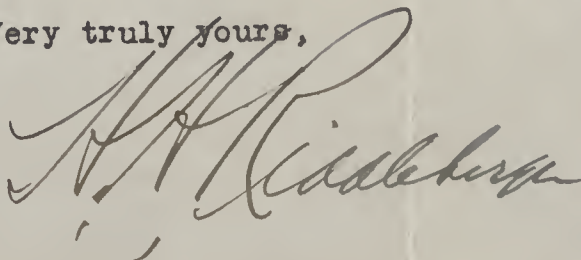
I have yours of the 11th inst. After all there is practically no other inquiry I desire to make of you, other than that if you will be kind enough to advise me when you have come to your conclusions in the school board matter I will appreciate it. To tell you the truth I did not comprehend until recently and while you were away that my principal client, the Contractors' Supply Co., are by virtue of their order being among the first, practically assured of getting their claim in full whether or not you give 2479 a preference. You will recall that I advised you at the time of the hearings and the arguments, that I felt I was arguing somewhat in the dark, so far as the interest of my two clients were concerned. Indeed I go further and realize now after figuring some on the list of creditors which you were kind enough to send me, that if you do not give a priority to 2479 (which I have been stoutly arguing) my other client the Ocean View Plumbing Co. will in all probability receive payment also. I had no idea until recently that the order of the Contractors' Supply Company was fortunately so far back, but had a contrary impression that their order was among the last, and that therefore my hope for them lay in getting a preference for 2479. I hope there is no mistake about the date of their order (August 19th. 1912) as given on the statement which you sent me. I must confess that I am still honestly of the impression that creditors under 2479 should receive a preference, but if they are given such in this proceeding my client the Ocean View Plumbing Company will receive nothing. I don't mind eating my own arguments occasionally as they are quite palatable.

If you are in Norfolk any time soon please come in to see me.

I hope you had a very pleasant vacation and that you are quite well.

Very truly yours,

HHR/I



RIDDLEBERGER & ROPER
NORFOLK, VIRGINIA



Mr. Pradford Kilby,
Attorney at Law,
Suffolk, Virginia.

June 5, 1913.

Mr. H.H. Riddleberger,

Norfolk, Va.

Dear Riddleberger:-

I enclose for your contemplation a tabulation of the status of the claims in the School Board matter.

You will notice that the first six claims on the list will more than take up the entire \$5100. fund to be disbursed. The dates are those on the notices and orders and not when they were received ^{by School Board}. In the case of notice under sec.2479, I think time same was received by School Board is the criterion, but not so in case of an order. You notice that the Contractors Supply Co. has an order dated Aug.19, 1913. I believe you also have a notice under sec.2479, but I do not know the date of it. If you wish to reply on it, kindly send it to me. Your order reads as follows:

" Aug.19, 1912. Mr. A.G.Darden, Clerk of the School Board Nansemond Co. Please pay to the order of the J.C.Grinnan Co.Inc. the sum of eight hundred and twenty-four dollars and seventy-two cents (\$824.72), on account of materials furnished by them for use in construction of the Drivers Agricultural High School and charge the same to our account.

Yours very truly

Barbour and Rogers

By W.C.Rodgers.

If this order antedates your notice under sec.2479, it would manifestly be up to you to uphold the doctrine of equitable assignment, and take the same position that Heth Tyler does. If an order is a good lien on the fund, and notice under sec.2479 also, then only the first six creditors in the enclosed list will get their claims, and E.L.Folk will not get his in full. You notice the holders of the three notes which you attacked, will get nothing, if the holders of the first six liens establish their rights to same.

Yours very truly,

Contractors Supply Co.

Open acct. (a) 824.72

Order dated Aug. 19. 1912

" received

Notice under 2479, Dec 16. 1911

Amounts paid out by School Board of

1912

Date	Description	Amount	Total
March 16	Barbour Rodgers	2500	16588 00
" 28	" " x (premium) \$82.94 x		
April 17	Barbour & Rodgers	500	
May 3	" "	2000	
" 31	" "	1000	
June 21	" "	2000	
July 20	" "	1000	
Aug 17	" "	1500	
Sept 7	" "	400	
1913 June 18	" "		
Jan. 18	" "	60	
" 18	" " 11.010	50	
April 30	D. B. Barbour & W. S. Nebo & others (Paid by Bd.)	17972	
	Condemned work to completed work		
	One other item to be paid for defective concrete stairs work	185	
	Balance in hand.		
	Penalty for delay	200	
	Bill for extras to be furnished by Barbour, as off-set (?)		
	Extras for hardware over \$100.	55.22	
	Extra work on hallway stage	33.00	
	White Hardware Co \$60.		
	Brimley Hardware & Fork.		

16,588.
 11,010
5,578.00
 476.50
5,101.50
 5,578.
 509.50
5,069.50

364.72
 111.78
476.50
 200.
 55.22
144.78
 364.72
509.50

Date of notice
under 2479 or
Date of order

Party

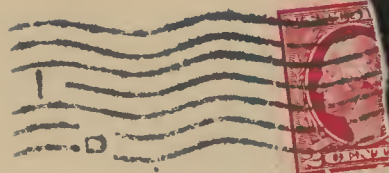
Amount
Claimed

Amount
allowed

1911 Dec. 11	Woodward & Son (2479)	137676	113676
1912 Jan. 24	Alex. B. Walker (2479)	60955	552
1912 Aug. 19	Contractors Supply Co. (order and 2479)	82472	82472
1912 Aug. 25	Seaboard Nat. Bank (Order)	500	475
1912 Aug. 27	Berkley Laundry Co. (2479)	90907	73706
1912 Aug. 28	E. L. Folk & Co. (Order)	207162	
1912 Sept. 16	Norfolk Sheet Metal Works (order)	22968	18133
1912 Sept. 26	J. C. Jones order	9250	74
1912 Sept. 28	J. E. Lakes	25975	250
1912 Sept. 30	Ocean View Plumbing Co.	29440	29440
1912 Dec. 4	Portsmouth Retail Lumber Corp.	27015	44
1912 Dec. 5	Suffolk Clay Co.	130018	60270
1912 Dec. 6	S. E. Morris Co.	9880	7220
1912 Dec. 10	E. H. Meeks Elec. Co.	10050	9170
1912 Dec. 10	E. W. Smith W. L. Rodgers (note)	30000	30000
1912 Dec. 13	E. W. Smith	9250	9250
1913 Jan. 22	Lee Griffin	19735	5835
1913 Feb. 28	Crocker-Brinkley Co.	9020	9020
	W. L. Rodgers	118	118
	Benthal Machine Co.	5798	5798
	Williams & Tate Co.	348	348
			60090

Charles M. Robinson, Inc.
Architects,

508-9-10-11 Times Dispatch Building
Richmond, Va.



Mr. Bradford Kilby,

Suffolk, Virginia.

Attorney at Law

Charles M. Robinson,
President.

Charles M. Robinson, Inc.

Architects

508-11 Times-Dispatch Building
Richmond, Virginia

May 30, 1913.

Re Driver School.

Bradford Kilby, Esq.,

Suffolk, Virginia.

Dear Sir:

Replying to your favor May 29th, will say that the contract between the Berkeley Foundry and Structural Co. and Barbour & Rodgers is not a matter of record in our office, and therefore I am entirely unfamiliar with this phase of the matter. It would be entirely a question as to what the Berkeley Foundry and Structural Co. agreed to include in their contract with Barbour & Rodgers and the specifications would not clear that point. As a matter of fact, we are informed that the Richmond Structural Steel Co. furnished the slate treads.

As to finishing hardware, specifications provide that \$100.00 shall be allowed by the contractor for hardware, same to be selected by the owner, and of course if the hardware selected by the Board cost more than the \$100.00 the Contractor would be entitled to the difference, as specifications provide that the difference is to be added or deducted from contract amount as the case may be.

Yours very truly,

Charles M. Robinson

CMR-

THIS LETTER WAS DICTATED BY
MR. ROBINSON BUT WAS NOT
READY FOR HIS SIGNATURE BE-
FORE HE LEFT THE OFFICE



Mr. Bradford Kibbey
Att'y at Law
Suffolk
Va

511, Argyle Ave,
Norfolk Va
5/26/33

Brookford Kilby

Atty Gen. Lord

Dear Sir

Yours of 27 in refⁿ
bills rendered Barber & Rodgers against Lee
- Griffin & others to hand, since which
I have seen Mr Barber & looked through all
available papers finding nothing against
any of parties mentioned in your letter

I would beg to say that Barber informed
me that the appⁿ against Griffin was ~~there~~
with last batch. He brought to your
office so I think you will find it there

I came across a partial appⁿ of Harris
also of Griffin & Walter in my last
book which I will bring when I come
to Suffolk

Please advise when it suits you
to have Barber & myself come to your O
again, will next Sat, May 31, suit^s

Yours Truly
J. C. Walker

L. V. Barber

Cor Dulken & Granby Sts

Norfolk

For Mrs Miller

Specifications & Plans

Bill of J. E. Lakes v. Lee Griffen

Any papers referring to Berkeley Foundry Claim

" " " " Alexander Walker's claims

" " " " Norfolk Sheet Metal Works claim

Barbour & Rodgers bank book, check book, and
cancelled checks

Note of Barbour & Rodgers to J. E. Lakes for \$250.
Freight on Woodward & Son car

Portsmouth Retail Lumber Corp.	\$ 270.15
J. C. Grinnan Co., Inc.,	824.72
Crocker-Brinkley Lbrl Co.	91.70
Ocean View Plumbing & Heating Co.	294.40
Berkley Foundry & Structural Co., Inc., (Gave notice under section 2479)	836.
S. E. Morriss Co.,	98.80
Norfolk Sheet Metal Works,	221.43
Ernest H. Meeks Elec. Co.	100.50
J. C. Jones,	105.
Hubbard Fertilizer Co.	229.00
Seaboard National Bank,	500.
A. B. Walker,	609.55
J. E. Likes,	259.75
Brinkley Bros., Inc.,	108.02
Lee Griffin,	197.35
Woodward & Son,	1376.76
Edward J. Harris	221.
Bohn Roofing & Cement Co.	221.
E. L. Folk Co., Inc.,	2102.82

Portsmouth Retail Lumber Corporation,	\$ 270.15
J. C. Grinnan Co., Inc.,	824.72
Crocker-Brinkley Lumber Co.	91.70
Ocean View Plumbing & Heating Co.	294.40
Berkley Foundry & Structural Co., Inc.,	836.00
S. E. Morriss Co.,	98.80
Norfolk Sheet Metal Works,	221.43
Ernest H. Meeks Electrical Co.	100.50
J. C. Jones,	105.00
Seaboard National Bank	500.00
A. B. Walker	609.55
J. E. Lakes,	259.75
Brinkley Bros., Inc.,	108.02
Lee Griffin	197.35
Woodward & Son	1375.76
Edward J. Hattis	221.00
E. L. Folk Co., Inc.,	2102.82

Charles M. Robinson
Architect

112 Deep Run Street
Opposite Entrance to Soldiers' Home

Charles M. Robinson
~~Marcellus E. Wright~~

Richmond, Va Feb. 13, 1912.

Re Driver Agricultural School.

Barbour Rodgers Construction Co.,
Arcade Building,
Norfolk, Va.

Gentlemen:

My attention was called to the fact that no formula was given for concrete work in the specifications covering the work on the Driver Agricultural School. In such a case we expect the contractor to abide by Government formulas for such work, however I am giving you herewith the specifications for the mixture of all of the concrete work embodied in plans and specifications:

"The entire basement up to the first floor window sills shall be composed of ^{portland} cement concrete of the thickness shown on plans, one part cement, two and one-half parts sand and five or six parts broken stone, the whole to be well mixed and manipulated, and carefully stuccoed on the exterior of same. The panels between windows of the first and second stories to be formed of concrete reinforced as shown, and the same to have stucco face."

Yours very truly,

E. F. Sinnott
For Charles M. Robinson

EFS-

Cy Barbour Rodgers Const. Co. ✓
Driver, Va.

Cy Mr. A. G. Darden,
Driver, Va.

Charles M. Robinson
President.

Charles M. Robinson, Inc.
Architects
2901 Grobe Avenue
Richmond, Virginia
Removed to 5th Floor
Times-Dispatch Building

February 26, 1913.

Re Driver School.

Mr. A. G. Darden,
Clerk, School Board,
Driver, Virginia.

Dear Sir:

I called at Driver yesterday and met the other two associates of your Board, but found you were unavoidably called away. I looked over the building and gave a certificate for \$122.30, but I did not find all of the work completed as it should be.

I found a great many of the door locks broken and the wardrobe fronts had not been fixed. Several of them were broken and were exceedingly dangerous. In the list of items I gave to be finished up were these wardrobe fronts, stating that he must properly balance the doors with weights and make the cords strong enough to carry them. These chains are not strong enough, and if he is going to leave the pulleys that are now in he will have to use wire cables and they must be anchored carefully to the doors.

I also found some registers still loose. The one in the cold air chamber was lying on the floor. It is the contractor's duty to see that these are properly fastened in place.

I advise that you have the man go over the building again and fix up all of these items in order to make the building complete and I will give another certificate for the money so spent.

I do not believe it will be necessary for me to come down to Driver again to inspect this building, but if you get in any tangle in settlement please call on me. I do not suppose you wish me to wait for the balance of my money and therefore enclose you my bill.

There is one matter in connection with this building that is not satisfactory. I mentioned it at the time I made the last inspection but did not make any written report of it, and that is the cement stairway. It is in very poor condition, and this Board would have a perfect right to retain out of the settlement an amount necessary to fix these steps right. To fix them properly would require tearing them out and rebuilding. If the Board desires, I recommend that a contractor be asked to figure on what it will cost to make them right and retain a sufficient amount to fix them up during the summer vacation. You would have to dismiss school if you attempted to do anything with them now.

With the kindest regards, I am,

Yours very truly,

CMR-

Charles M. Robinson

J. E. Lakes bill r. Walker

" " " " Griffin

107.57

" " " " Harris

22.95

Loren D. Finley \$102.

Should this be offset
r. School-Board?

Things needed to be done:

(1) Weights of windows too light to keep windows at top.

(2) Blackboards weights not adjusted to make doors work smoothly. Have cords strong enough to carry weights.

✓ (3) Slate treads must fit and be leaded in stationary concrete cement. and not Rattle. Must be fastened and painted.

(4) Plaster when spattered to be cleaned and the plaster finished after stairway is completed.

✓ (5) Windows of all rooms to have sash locks and those on inside windows to be arranged to lock from inside.

(6) Three hinges to each door

7. Register frames loose
8. Door frames loose
9. Where natural wood shows
from drying, paint up
same.
10. Putty up openings in
moulding etc.
11. Go over roof replace
broken slate, & make
roof perfectly tight.
12. Gutter lips are not
properly joined at building
Fix same.
13. Fix space above doors.

Deed Book 70 paper = 603
 lots 7 deed Dec 9 = 1912
 Rec Dec 9 = 1912

w & R
 Deed Book No 44 = page 469

Feb 14 = 1900
 Reported same Date

w & T & W
 2 lots in Lby addition
 Page 24 (Cypress) addition
 Bond book Dec No 1 Page
 52 half (hook & ring)

48	70	100
00	00	00
00	00	00
00	00	00

00	145
00	4241
00	9500

3000
000
000
000

Charles M. Robinson,
President.

Charles M. Robinson, Inc.

Architects

508-11 Times-Dispatch Building
Richmond, Virginia

May 24, 1913.

Re Driver School.

Mr. Bradford Kilby,
Attorney at Law,
Suffolk, Virginia.

Dear Sir:

Replying to your favor May 22nd, beg to say I have the original copy of plans and specifications of the school building built by Barbour & Rodgers, but there were a number of sets furnished to the contractors and the Board and I do not see any reason why you cannot get one of these. I do not like to have my original set leave the office but if it is a matter of importance I will certainly send them to you.

In my opinion Barbour & Rodgers have no right to extra compensation above the contract price for iron beams and extra work in the hallway of said school for the reason that this floor was not put in at the proper time to make a good job of reinforced concrete and this office required them to use the iron beams in order to make good their improper work. This was my decision in the matter at the time as architect of the building. They had the right to appeal to arbitration on this question and if decided in their favor they would have been entitled to additional pay.

I have no record in my office regarding charge of \$33.27 for "raising auditorium front trough by agreement", and therefore cannot tell regarding this matter.

Under the specifications the contractor is supposed to furnish satisfactory bond at his own expense. The owner does not have to pay the premium. I have never known of a case in which claim for this has been presented.

I shall be glad to furnish you with any information in my power or to give you access to my records in this entire transaction.

Yours very truly,

Charles M. Robinson

CMR-

THIS LETTER WAS DICTATED BY
MR. ROBINSON BUT WAS NOT
READY FOR HIS SIGNATURE BE-
FORE HE LEFT THE OFFICE

THE
UNIFORM CONTRACT.

FORM 19642-S.

FORM OF CONTRACT
ADOPTED AND RECOMMENDED FOR GENERAL USE
BY THE
AMERICAN INSTITUTE OF ARCHITECTS
AND THE
NATIONAL ASSOCIATION OF BUILDERS.

Copyrighted 1905 by the American Institute of
Architects, Washington, D.C. E. G. Soltmann,
N. Y., Licensee for Exclusive Publication.

REVISED 1907

This Agreement, made the 15th day of
November in the year one thousand nine hundred and eleven by and between
Barbour-Brent Construction Co., of Norfolk, Va.,

..... party of the first part (hereinafter designated the Contractor), and
The School Board of Sleepyhole District, Hansemond Co., Va.

..... party of the second part (hereinafter designated the Owner s),

Witnesseth that the Contractor , in consideration of the agreements herein made by the Owner ,
agree with the said Owner as follows:

ARTICLE I. The Contractor shall and will provide all the materials and perform all the work for the
erection and completion of a brick and concrete school building
to be built at Driver, Va.

..... as shown on the drawings and described in the specifications prepared by
Charles M. Robinson
Architect, which drawings and specifications are identified by the signatures of the parties hereto, and
become hereby a part of this contract.

ART. II. It is understood and agreed by and between the parties hereto that the work included
in this contract is to be done under the direction of the said Architect, and that his decision as to
the true construction and meaning of the drawings and specifications shall be final. It is also under-
stood and agreed by and between the parties hereto that such additional drawings and explanations as
may be necessary to detail and illustrate the work to be done are to be furnished by said Architect,
and they agree to conform to and abide by the same so far as they may be consistent with the purpose
and intent of the original drawings and specifications referred to in Art. I.

It is further understood and agreed by the parties hereto that any and all drawings and specifi-
cations prepared for the purposes of this contract by the said Architect are and remain his property,
and that all charges for the use of the same, and for the services of said Architect, are to be paid by
the said Owner .

ART. III. No alterations shall be made in the work except upon written order of the Architect ;
the amount to be paid by the Owner or allowed by the Contractor by virtue of such alterations to be
stated in said order. Should the Owner and Contractor not agree as to amount to be paid or allowed,
the work shall go on under the order required above, and in case of failure to agree, the determination
of said amount shall be referred to arbitration, as provided for in Art. XII of this contract.

ART. IV. The Contractor shall provide sufficient, safe and proper facilities at all times for the
inspection of the work by the Architect or his authorized representatives ; shall, within twenty-four
hours after receiving written notice from the Architect to that effect, proceed to remove from
the grounds or buildings all materials condemned by him, whether worked or unworked, and to take
down all portions of the work which the Architect shall by like written notice condemn as unsound or

improper, or as in any way failing to conform to the drawings and specifications, and shall make good all work damaged or destroyed thereby.

ART. V. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Architect, the Owner shall be at liberty, after three days written notice to the Contractor, to provide any such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract; and if the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, the Owner shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances thereon, and to employ any other person or persons to finish the work, and to provide the materials therefor; and in case of such discontinuance of the employment of the Contractor ~~they~~ shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the Owner in finishing the work, such excess shall be paid by the Owner to the Contractor; but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the Architect, whose certificate thereof shall be conclusive upon the parties.

ART. VI. The Contractor shall complete the several portions, and the whole of the work comprehended in this Agreement by and at the time or times hereinafter stated, to wit:

On or before June 1st 1912

ART. VII. Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, of the Architect, or of any other contractor employed by the Owner upon the work, or by any damage caused by fire or other casualty for which the Contractor ~~are~~ not responsible, or by combined action of workmen in no wise caused by or resulting from default or collusion on the part of the Contractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid, which extended period shall be determined and fixed by the Architect; but no such allowance shall be made unless a claim therefor is presented in writing to the Architect within forty-eight hours of the occurrence of such delay.

ART. VIII. The Owner agree to provide all labor and materials essential to the conduct of this work not included in this contract in such manner as not to delay its progress, and in the event of failure so to do, thereby causing loss to the Contractor, agree that ~~they~~ will reimburse the Contractor for such loss; and the Contractor agree that if ~~they~~ shall delay the progress of the work so as to cause loss for which the Owner shall become liable, then ~~they~~ shall reimburse the Owner for such loss. Should the Owner and Contractor fail to agree as to the amount of loss comprehended in this Article, the determination of the amount shall be referred to arbitration as provided in Art. XII of this contract.

ART. IX. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Owner to the Contractor for said work and materials shall be sixteen thousand five hundred and eighty-eight (\$16588.00) dollars.

subject to additions and deductions as hereinbefore provided, and that such sum shall be paid by the Owner to the Contractor, in current funds, and only upon certificates of the Architect, as follows:

1st payment when first floor joists are on	\$2500.
2nd " " second " " "	2500.
3rd " " roof is on	3000.
4th " " plastering is done and building	
enclosed	1500.
5th payment " building is completed	2500.
6th and	13000

The final payment shall be made within thirty days after the completion of the work included in this contract, and all payments shall be due when certificates for the same are issued.

If at any time there shall be evidence of any lien or claim for which, if established, the Owner of the said premises might become liable, and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify them against such lien or claim. Should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the Contractor default.

ART. X. It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

ART. XI. The ~~Owner~~ ^{Contractors} shall during the progress of the work maintain insurance on the same against loss or damage by fire, or other casualty the policies to cover all work incorporated in the building, and all materials for the same in or about the premises, and to be made payable to the parties hereto, as their interest may appear.

ART. XII. In case the Owner and Contractor fail to agree in relation to matters of payment, allowance or loss referred to in Arts. III or VIII of this contract, or should either of them dissent from the decision of the Architect referred to in Art. VII of this contract, which dissent shall have been filed in writing with the Architect within ten days of the announcement of such decision, then the matter shall be referred to a Board of Arbitration to consist of one person selected by the Owner, and one person selected by the Contractor, these two to select a third. The decision of any two of this Board shall be final and binding on both parties hereto. Each party hereto shall pay one-half of the expense of such reference.

~~Art. XIII. Before any money shall become due under this contract the contractors shall furnish the owners with satisfactory bond in the sum of (\$4000.00) for the faithful execution of this contract, plans and specifications.~~

The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In Witness Whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

In Presence of

Schoose Board of Sturkey Hale Dist. No 5

J. N. Bond

Chairman

A. E. Hancher

Clerk

Barbours-Brown Co
By D. N. Barbours

THE
UNIFORM CONTRACT

FORM OF CONTRACT

ADOPTED AND RECOMMENDED FOR GENERAL USE BY THE
AMERICAN INSTITUTE OF ARCHITECTS
AND THE
NATIONAL ASSOCIATION OF BUILDERS.
REVISED 1905 AND 1907.

AGREEMENT

BETWEEN

Barbour-Brent Construction Co.,
Contractor,

AND

School Board Sleepyhole District,
Owner,

FOR

Nansemond Co., Va.,

for the erection and completion

of the Driver School, Driver, Va.,

October 1911.

ARCHITECT

Charles M. Robinson

AMOUNT OF CONTRACT

\$16588.00

COPYRIGHTED 1905

BY THE AMERICAN INSTITUTE OF ARCHITECTS, WASHINGTON, D. C.

REVISED 1907

LICENSEE FOR EXCLUSIVE PUBLICATION

E. G. SOLTSMANN,

Soltmann "TEE-SQUARE" Building,

134-140 W. 29TH ST., NEW YORK, N. Y.

(Form 19642-S.)

Balance in hand \$5,213.28

1912

March 16. Paid Barbour Rogers 2500.

" 28 " " " (bond prem.) 82.94

Charles M. Robinson,
President.

Charles M. Robinson, Inc.

Architects

508-11 Times-Dispatch Building

Richmond, Virginia

June 19, 1913.

Re Driver High School.

Mr. Bradford Kilby,
Suffolk, Virginia.

Dear Sir:

Replying to your favor June 17th relative to Driver High School, we enclose herewith copy of agreement dated September 25th, 1912, extending time for completion of the building to October 3rd, upon which date the penalty was supposed to begin. You will note, however, that the slate treads for stairway were excepted, therefore had nothing to do with the penalty. We also enclose copy of letter from Barbour & Rodgers to Mr. Darden dated October 18th, 1912, in which you will note the stairway was again excepted.

As to the penalty, we are under the impression that it was not applied in accordance with the enclosed. Mr. Darden, however, should have the originals of the enclosures, and his files will doubtless show the exact status. At any rate, you will see from the enclosed that the unfinished condition of the stairway had nothing to do with the penalty.

Trusting this gives you the desired information, we beg to remain,

Yours very truly,

CHARLES M. ROBINSON, Inc.



Asst. Treasurer

GSP-

September 25, 1912.

School Board, Sleepy Hole Dist., Nansemond County, Va.

Mr. A. G. Darden, Clerk.

Gentlemen:

We hereby request that you grant us an extension of time for the completion of our contract for the erection of Driver Agricultural High School building until October 3rd, 1912, at which time we agree to deliver the building to you finished and complete, except the slate treads of the stairs, which we agree to have in place within thirty days from this date.

We further agree that for each and every work day after October 3rd, 1912, you shall deduct \$25.00 from our contract price as damages for the said delay.

Contractors

Witness:

Per _____

I hereby recommend that this extension of time be granted.

Architect.

The above request for an extension of time is hereby granted.

Clerk of School Board.

October 18, 1913.

Re Driver Agricultural High School.

Mr. A. G. Darden,
Clerk, School Board, Sleepy Hole District, Nansemond County,
Driver, Virginia.

Dear Sir:

We, the undersigned contractors for the new high school building, hereby grant you permission to move the school into said building and occupy same from this date. It is understood and agreed by us that in granting you the occupancy of the building in no way signifies an acceptance of the same by the School Board or the Architect as being completed.

We beg to call your attention to the uncompleted condition of the main stairway from the first to the second floor and advise that you warn the pupils of the condition of said stairway, as we will not be liable for any injury to persons using said stairway. We wish to state further that the building will be delivered to you in a clean condition, and that we will in no way be responsible for keeping the building clean.

Very truly yours,

BARBOUR & RODGERS,

Per

I recommend that the building
be occupied as above.

Architect.

----- C O P Y -----

Aug. 24. 1912	Pay-roll (Jordan?)	\$ 250.
Aug. 31. 1912	" " (" ?)	35.
Aug 24 1912	Wm St Metat	5.
26 "	Lee Griffen	50.
26 "	Meeks	150.
30 "	Shel Metat	
Sept 7 "	E. W. Smith	50.
" 7	Griffen	\$ 540.
" 16	Harris	6.25
		30.50
		15.26

Steffee

10

$$\begin{array}{r} 630 \\ 6 \\ \hline 2 \overline{) 3780} \\ 18.90 \end{array} \quad /$$

May 22, 1915.

Mr. Charles W. Robinson,
Times-Dispatch Building,
Richmond, Va.

Dear Sir:-

As commissioner in chancery in a suit brought to determine the rights of Harbour and Rodgers, their sub-contractors, and the School Board of Sleepy Hole District, I am in need of some information which you can probably furnish. I have no copy of the plans and specifications for the High School Building built by Harbour and Rodgers and have been unable to secure any. I would like to know whether Harbour and Rodgers have a right to extra compensation, above contract price, for iron beams and extra work in the hall-way of said school. They have rendered a bill for \$300. for this work, also a bill for \$33.27 for "raising Auditorium front trough by agreement", and "changing wires in the Principal's room, and tearing down and replacing plastering for same".

I notice that contractors were required to furnish owner with satisfactory bond in the sum of \$4000. for faithful performance etc. Who pays the premium on this bond owner or contractor? Is it customary to interpret the word "furnish" as meaning that the contractor shall pay the premium or that the owner who enjoys the protection shall pay for same after it is "furnished".

I would greatly appreciate any information on the above points and a prompt reply, as I would like to complete my report the last of next week.

Yours very truly,

May 3, 1913.

Mr. J.C. Jones,
N.S.R. 11th St.,
Norfolk, Va.

Dear Sir:-

On May 7, at 10 o'clock, at my office in Suffolk, Va., I shall receive proof of claims against Barbour and Rodgers for materials and labor which went into the construction of the High School Building at Drivers, Va. Your claim is contested. Barbour and Rodgers say they owe you only \$56.25. You had better appear to protect your interest and prove your claim.

Yours very truly,

Commissioner in Chancery.

May 3, 1913.

Berkley Foundry and Structural Co.,
Norfolk, Va.

Dear Sirs:-

On May 7, at 10 o'clock, at my office in Suffolk, Va., I shall receive proof of claims against Parbour and Rodgers for materials and labor which went into the construction of the High School at Drivers, Va. The amount of your claim has been contested by Parbour and Rodgers, and therefore you had better be present in person or by counsel.

Yours very truly,

Commissioner in Chancery.

May 3, 1913.

The Seaboard National Bank,
Norfolk, Va.

Dear Sirs:-

On May 7, at 10 o'clock, at my office in Suffolk, Va., I shall receive proof of claims against Barbour and Rodgers for materials and labor which went into the construction of the High School Building at Trivers, Va. I should like to be satisfied that the money you furnished Barbour and Rodgers was expended for labor which went into this particular building. Barbour and Rodgers were erecting other buildings, and if any of this money was expended in their erection, it would be a claim against funds in the hands of the School Board. Perhaps you had better be represented by counsel on the above date.

Yours very truly,

Commissioner in Chancery.

May 3, 1913.

The Williams Slate Co. Inc.,

Richmond, Va.

Dear Sirs:-

On May 7, at 10 o'clock, at my office in Suffolk, Va., I shall receive proof of claims against Barbour and Rodgers for materials and labor which went into the construction of the High School Building at Drivers, Va. I understand that you have claim for \$348. Kindly itemize same and attach affidavit, if you do not appear in person. It would be better to appear in person, as your claim may be attacked by other creditors.

Yours very truly,

Commissioner in Chancery.

May 3, 1913.

Erinkley Brothers,

Driver, Va.

Dear Sirs:-

On May 7, at 10 o'clock, at my office in Suffolk, Va., I shall receive proof of claims against Barbour and Rodgers for materials and labor which went into the construction of the High School at Drivers. Kindly furnish me with itemized account of your bill, with affidavit attached, if you can not appear in person. Only materials which went into the construction of the building will be allowed as valid claim against fund in hands of School Board.

Yours very truly,

Commissioner in Chancery.

May 3, 1913.

S.E. Morriss Co.,

422 Yeaborad Bank Building,

Norfolk, Va.

Dear Sirs:-

On May 7th., at 10 o'clock at my office in Suffolk, Va., I shall receive proof of claims against Barbour and Rodgers for materials and labor which went into the construction of the High School Building at Drivers, Va. Your claim is contested. Barbour and Rodgers say that it should be \$67.20 for said purpose. You had better be present in person or by attorney to protect your interests.

Yours very truly,

Commissioner in Chancery.

May 3, 1913.

Mr. H. Dinwiddie Martin,
225 Plume St.,
Norfolk, Va.

Dear Sir:-

On May 7th., at 10 o'clock, at my office in Suffolk, Va.,
I shall receive proof of claims v. Barbour and Rodgers for materials
which went into the construction of the High School at Drivers, Va.

Your claim is contested. Barbour and Rodgers say that they owe Lee
Griffen only \$24.80. It might be advisable for you to appear to pro-
tect your clients interest and to have him present.

Yours very truly,

Commissioner in Chancery.

May 3, 1915.

Mr. J. E. Lakes,
511 Argyle Ave.,
Norfolk, Va.

Dear Sir:-

On May 7, at 10 o'clock, at my office in Suffolk, Va., I shall receive proof of claims against Barbour and Rodgers for labor and materials which went into the construction of the High School at Drivers, Va. I understand that you have a claim. It would be well for you to be present in person to look out for your interests, as your claim may be attacked by other creditors.

Yours very truly,

Commissioner in Chancery.

Contractors Supply Co. & al.

Shipy Hole District School Bd.

Com's Correspondence &c.

+
Miscellaneous data.

\$475.00

Norfolk, Va., November 26, 1913.

Received of L. P. Holland, attorney for the School Board of Sleepy Hole District #5 of the County of Nansenond, Virginia, the sum of Four Hundred and Seventy-five Dollars (\$475.00) in full settlement, satisfaction and discharge of all claims against the said School Board as the result of and in consequence of the amount allowed the Seaboard National Bank by Bradford Kilby, Commissioner in Chancery in the suit of Contractors Supply Company, Inc., a corporation, et als., vs. School Board of Sleepy Hole District #5 et als.

SEABOARD NATIONAL BANK,

By Jah Mann & Zeh

Attorneys.

JAMES MANN S. HETH TYLER
SALE, MANN & TYLER
ATTORNEYS & COUNSELORS AT LAW
SEABOARD BANK BUILDING
NORFOLK, VA.

November 26, 1915.

Mr. L. P. Holland,
Suffolk, Va.

Dear Mr. Holland:

We have received yours of the 26th, enclosing warrant for \$475. on the Treasurer of Nansemond County, on account of the claim of The Seaboard National Bank against Barbour and Rogers, and in full settlement of the liability of the School Board of Sleepy Hole School District of said County.

We herewith return receipt duly signed in acknowledgement of the same.

We appreciate the reasons which have induced the delay in making final settlement of this matter and appreciate the fact that it was not your fault.

Very truly,

James Mann & S. Heth Tyler

T-10

SALE, MANN & TYLER
ATTORNEYS & COUNSELORS AT LAW
SEABOARD BANK BUILDING
NORFOLK, VA.



Mr. L. P. Holland,
Suffolk,
Virginia.

JAMES MANN

S. HETH TYLER

SALE, MANN & TYLER

ATTORNEYS & COUNSELORS AT LAW

SEABOARD BANK BUILDING

NORFOLK, VA.

May 20th, 1913.

Dear Sir:

I have received your letter of May 19th, stating that if I wished to make any argument with regard to the points of law involved in the claim of The Seaboard National Bank v. Barbour & Rogers, that you would be glad if I would submit my brief this week, as you desired to complete your report next week, and also stating that you expected to examine Messrs. Barbour & Rogers again on the question of fact with regard to the use to which the \$500. loaned by The Seaboard National Bank to that firm, was put; and that they would be before you again on the 21st.

With regard to your second suggestion, I respectfully submit that it would be distinctly unfair to me to again go into the question of the uses to which this money was put, in view of the fact that both of these gentlemen and Mr. Pope were examined at length on the application of this money, and Mr. Rogers testified that all money, except such as was used by him in travelling expenses going from and to work, was used on the school building, and that he was satisfied that the sum of \$25. would cover this incidental expense; and specifically testified that none of the money was used on the Jordan building; that he got all of the money for the Jordan building in cash from Mr. Jordan. Mr. Rogers testified that he knew nothing about the fact with regard to the application of the money. It was suggested by one of the other attorneys present, and concurred in by all the attorneys present by their silence, if nothing more, in response to a suggestion from you that if The Seaboard National Bank would waive \$25. of its claim, that this question would be accepted as closed, and the sum of \$475., with interest from the date of the note, treated as the amount of money which had been furnished by The Seaboard National Bank for pay-rolls. It was with this understanding that I consented to waive the \$25., and wrote you the letter which I did with regard to the bank balance of this firm, in order to confirm the recollection of Mr. Rogers that this money had been checked out within a short period of time after it was loaned.

I have another case set for the 21st day of this month, in the Circuit Court of this City, and it will be impossible for me to attend a hearing before you at that time, and I feel that in my absence it would be improper for any one to go into this question again, and further that the matter has been closed in this regard.

I have no objection to the Commissioner finding out all the facts in the premises, but I do think it distinctly unfair to me and to The Seaboard National Bank, after having heard the full testimony on this subject and every opportunity having been given to opposing attorneys to examine the wit-

#2.

JAMES MANN

S. HETH TYLER

SALE, MANN & TYLER

ATTORNEYS & COUNSELORS AT LAW

SEABOARD BANK BUILDING

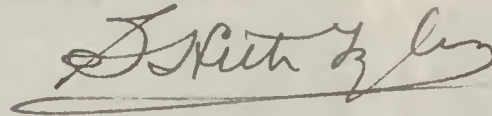
NORFOLK, VA.

nesses, for you to again permit them to reopen the question in the absence of any specific fact showing a good reason therefor, and in such an event it should only be reopened when I am able to be present.

I, of course, will not consent to waiving the \$25. of my claim if I am put to the expense and trouble of again attending a hearing on the question of fact. I will endeavor to comply with your request, and submit a brief, covering the points of law, this week if I decide to file one. At this time I am rushed in preparing a petition for a writ of error ~~to~~ the Court of Appeals, and my year expires within which I can take the appeal on the 29th of this month. I am fearful, therefore, that I will have to leave the law of the case ~~to~~ your sound judgment.

Trusting that you will see the matter as I do, and hold that the assignment gives priority from the date of the same, ~~and~~ in the event you do not view it in this light, I will, of course, have to object to your finding and submit the matter to a higher tribunal.

Very truly yours,



Bradford Kilby, Esq.,
Suffolk, Virginia.

SALE, MANN & TYLER
ATTORNEYS & COUNSELORS AT LAW
SEABOARD BANK BUILDING
NORFOLK, VA.



Bradford Milby, Esq.,
Suffolk, Virginia.

JAMES MANN

S. HETH TYLER

SALE, MANN & TYLER

ATTORNEYS & COUNSELORS AT LAW

SEABOARD BANK BUILDING

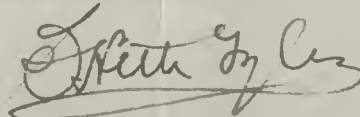
NORFOLK, VA.

May
Eighth,
Nineteen Thirteen.

Dear Sir:

Referring to your request yesterday at the hearing, relative to the account of Barbour & Rogers in The Seaboard National Bank, of Norfolk, I beg to advise that I am informed by the Cashier of the bank that the \$500. which was loaned Barbour & Rogers was placed to their credit on the 24th of August, and that it was practically all checked out within thirty days from that time, as on September 21st they had a balance of less than \$10. ^(To be as of 19.91) This you will see corroborates Mr. Rogers' recollection of the matter, and I trust this will be all the information that you desire upon which to base the finding that The Seaboard National Bank is entitled to the amount conceded by all the attorneys present the other day, towit, the sum of \$475., with interest from the date of the note, and will further find that as to this amount they are entitled to priority over any assignments or transfers of this fund subsequent to that date. I believe the bank is entitled to the full amount of its claim, but as I stated to you I would rather waive \$25. than to be put to the expense and trouble of litigating it.

Very truly yours,



Bradford Kilby, Esq.,
Suffolk, Virginia.

T-D

BRADFORD KILBY
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

June 20, 1913.

Prof. W. M. Lile,

Charlottesville, Va.

Dear Mr. Lile:-

Do you think a Public School Board of Trustees can be made personally liable under sec. 2479 of the Code? The building they own can not, ^{be subjected to mechanic's lien} but when the school building is completed, and occupied, but not entirely paid for, and there is a balance of the contract price still in the hands of the School Board, but not enough to pay all subcontractors in full, are those sub-contractors who have acted under sec. 2479 entitled to priority and to payment of their claims in full before the others receive anything? It is hard for me to see that there is any question of public policy involved in the above case, to justify the position that section 2479 does not apply. The building itself is in no jeopardy and it is merely a contest for priority in the disbursement of the balance of the contract price of the building.

I would appreciate any light you could give me on this question which has never been decided in Va. I have to pass upon it as Commissioner in Chancery. I am also puzzled how to reconcile the doctrine of equitable assignment with sec. 2482a. of the Code. If you should have time to write me before July 1st. on either of the above questions, I would be under many obligations to you.

I am very sorry that you did not land the U.S. Circuit Judgeship. I was rooting for you.

Very sincerely yours,

Bradford Kilby

Dear Mr. Kirby: Pardon the use of your sheet but
if some time go which I am much in need.

I agree with you that there seems to be
no necessity see. 2479 th? not included
public corporations. It is in the nature
of a garnishment only. And while, by the
Common law, public corporations were not
subject to garnishment (by the better rule),
yet, in view of our statutes on the subject
(§§ 3652 d-e-f) & the construction put upon
these statutes by the Court (Gas Co. v. Sanford
97 Va., 24) - is substantially to the effect
that these statutes show a policy on the
part of the Legislature to abolish the
exemption of public corporations from
garnishment - it would seem that such
policy would extend to a case like
the one you mention.

I do not quite understand your second
question, ~~or~~ as to see. 2482a. The purpose of that
section is to prevent assignments by the general
contractor to the detriment of sub-contractors &c.
Gr. reference to equitable assignments is not
specific enough for me to cite to you.

Hastily but truly Yours Wm. L. Miller

Wm. L.

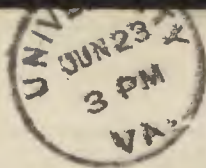
6/20/13.

UNIVERSITY OF VIRGINIA

DEPARTMENT OF LAW

CHARLOTTESVILLE

OFFICE OF THE DEAN



Bradford Kilby &
Suffolk,
Va.

WM.T. OLD, PRESIDENT
G. SERPELL, VICE PRES.

ABNER S. POPE, CASHIER.

W.C. JENKINS, ASST. CASHIER.
W.P. WHALEY, ASST. CASHIER.

THE SEABOARD NATIONAL BANK

STATE AND CITY DEPOSITARY

NORFOLK, VA. April 14/13.

Mr. Bradford Kilby,
Suffolk, Va.

Dear Sir:-

We understand that you have been appointed by Judge McLemore as referee, with reference to the settlement of certain debts of Barbour & Rodgers. This is to advise that we hold this Firm's note for \$500.00, secured by an assignment of funds on account of school building at Drivers, Virginia. We shall be very glad to appear in person at any time, in order that we may make our case quite clear to you.

Yours very truly,



CASHIER.

JAMES MANN

S. HETH TYLER

SALE, MANN & TYLER

ATTORNEYS & COUNSELORS AT LAW

SEABOARD BANK BUILDING

NORFOLK, VA.

January
Fifteenth,
Nineteen Thirteen.

The Seaboard National Bank,
Norfolk, Virginia.

Gentlemen:

You have asked our opinion upon the following state of facts:

You have advanced to the general contractor certain money which was used in meeting the pay-rolls in the erection of a public school house, for which the general contractor gave you an order on the school authorities, and you presented the order to the proper disbursing ~~order~~ before any other order was presented to him, and while there was due the general contractor an amount in excess of the order given to you. The amount in the hands of the school authorities due to the general contractor is not sufficient to pay your order and all of the sub-contractors, and you wish to be advised as to your rights in the premises.

A mechanic's lien cannot be filed against a public building in Virginia, (97 Va., 472), and consequently the sub-contractors have no right to file liens against this building. In the case of Schreiber v. Citizens Bank, 99 Va., 257, it was held that orders which were drawn upon the owner by the general contractor in favor of sub-contractors were not assignments such as are prohibited by Sec. 2482a, Code of 1904, on the ground that the same represented money paid for work done or materials furnished for the erection of the building.

It is doubtful whether Sec. 2482a applies in a case like the present, where sub-contractors cannot file mechanic's liens, but even if it does apply, inasmuch as the money in your case went to the sub-contractors, having been used to meet the pay-rolls, you come clearly within the rule laid down in the Schreiber case above referred to, and the order given you is valid as against the claims of the sub-contractors.

We are of opinion that the amount of your order should be paid in full before any thing is paid to the sub-contractors.

Very truly yours,

Sam. Mann & Tyler

WM. T. OLD, PRESIDENT.
G. SERPELL, VICE PRES.

ABNER S. POPE, CASHIER.

W. C. JENKINS, ASST. CASHIER.
W. P. WHALEY, ASST. CASHIER.

THE SEABOARD NATIONAL BANK

STATE AND CITY DEPOSITARY

NORFOLK, Va. Dec. 31st/12.

Mr. A. G. Darden, Clerk,
Drivers, Va.

Dear Sir:-

On August 23rd we sent you letter
of Barbour & Rodgers, assigning the next payment due
on account of school-house at Drivers, Virginia.
The exact amount due ^{is} is \$500.00, with interest from
September 23rd to date of payment. You will favor
us by seeing that this amount is paid before making
settlement with them.

Yours very truly,



CASHIER.

WM. T. OLD, PRESIDENT.
G. SERPELL, VICE PRES.

ABNER S. POPE, CASHIER.

W. C. JENKINS, ASST. CASHIER.
W. P. WHALEY, ASST. CASHIER.

THE SEABOARD NATIONAL BANK

STATE AND CITY DEPOSITARY

NORFOLK, Va. Aug. 23, 1912.

Mr. A. G. Darden, Clerk,
Drivers Va.

Dear Sir:

We hereby assign to the Seaboard National Bank, the next payment due us on account of school house at Drivers, Va. Kindly make your check payable to their order.

Yours very truly,

Barbours & Rodgers
By W. H. Rodgers

ABNER S. POPE, VICE-PRESIDENT
D. CARPENTER, VICE-PRESIDENT

G. SERPELL, PRESIDENT

W. C. JENKINS, CASHIER
W. P. WHALEY, ASS'T CASHIER

Sub Note - Mar 11/912 **SEABOARD BANK**

INCORPORATED

STATE AND CITY DEPOSITORY

NORFOLK, VA. January 29/12.

Mr. A. G. Darden, Clerk,
Drivers, Va.

Dear Sir:-

We enclose herewith copy of assignment of the Barbour-Brent Construction Company to the Seaboard Bank, Inc. We have advanced some funds to this concern, and would appreciate it very much if you would see that the first installment due them on account of school building is paid direct to us.

Yours very truly,



Vice-President.

- C O P Y-

January 29/12.

For value received, we hereby assign to the Seaboard Bank, Inc., the first payment due us by the school board of Sleepy Hole District No. 5, on account of the agricultural high school building, payable when the first floor joists are on.

(Signed) Barbour & Rodgers,

Successors to Barbour-Brent Construction Co.,

by W. C. Rodgers.

Mif

JAMES MANN

S. HETH TYLER

SALE, MANN & TYLER

ATTORNEYS & COUNSELORS AT LAW

SEABOARD BANK BUILDING

NORFOLK, VA.

June
Fifth,
Nineteen Thirteen.

Dear Sir:

I received your letter of June 4th, enclosing a tabulated statement of the claims against Barbour & Rogers in connection with the building of the Drivers High School. I note your request that I give you my contention as to the law with regard--

1- To the doctrine of equitable assignments as applied to the assignment given to the Seaboard Bank under the facts in this suit.

2- How far that doctrine is modified by Sec. 2482a of the code.

3- The effect of a notice given and perfected under Sec. 2479 of the Code.

I regret that I have been unable to give the time necessary to treat this matter at length, but think that the Virginia cases which I shall cite are clear and conclusive on the points contended for by me.

With regard to the first question above, your letter indicates that you have some doubt as to the validity of the assignment given the Seaboard Bank, in view of the fact that no definite sum was to be paid out of any definite amount due to Barbour & Rogers.

In reply to this, I beg to call your attention to the case of Chesapeake Association v. Coleman, 94 Va., p. 434, where the Court says:

"It seems well settled that, in order to constitute a valid assignment in equity, all that is necessary is an order from the person to whom the money is due or coming, on the person in whose hands, or under whose control it may be, to pay it to the payee."

And again in Hicks v. Roanoke Brick Company, same volume, p. 745, the Court says:

"There can be no doubt as to the doctrine that when, for a valuable consideration from the payee, an order is drawn upon a third person and made payable out of a particular fund, then due or to become due from him to the drawer, and is

SALE, MANN & TYLER

ATTORNEYS & COUNSELORS AT LAW

SEABOARD BANK BUILDING

NORFOLK, VA.

delivered to the payee, it operates as an equitable assignment pro tanto of the fund, and constitutes a lien upon it in the hands of him who owes the debt, or has possession of the fund out of which the order is made payable."

You will notice that the assignment to the Seaboard Bank assigns all of the next payment due on account of the school house at Drivers, with direction to make check for that payment, payable to the order of the Seaboard Bank, and it is addressed to the person in whose hands or under whose control it was. I confess that I do not see how the assignment could be any more definite, other than to specify the amount of money which was due on the next payment. Assuming this assignment to be valid in other respects, it transferred to the Seaboard Bank complete title to all of the fund which were due to the assignor by the school board. The fact that the assignor did not owe to the assignee the entire amount of the fund so transferred could only be material in so far as it affects the right of the assignee to hold the surplus fund over and above the indebtedness which was due from the assignor. As the Seaboard Bank is not contending in this case that it has any right to hold any money in excess of the amount allowed by you, that question does not enter this case, and it appears to me conclusive that there is no valid objection, on this ground, to the assignment in question, and unless Sec. 2482a modifies this doctrine, the Seaboard Bank is vested with complete title to the fund arising from the next payment on account of the school house at Drivers after August 23, 1912.

2nd: With regard to Sec. 2482a, I confess that in the absence of the decision in Schreiber against the bank, and laying aside the question that that section is evidently passed in aid of the Mechanics' Lien laws, which have no application to this case, I would doubt the validity of the assignment to the Seaboard Bank; but you will notice Sec. 2472a expressly provides that the payment by the owner of an assignment forbidden under that section, without the assent in writing by the sub-contractors, supply men and laborers, shall not protect the owner from the demands of such sub-contractors, supply men and laborer to the extent of such assignment. The Citizens Bank had seemingly violated this part of Section 2482a, and had paid orders which were drawn upon it by the general contractors in favor of sub-contractors, and its action in this regard was attacked. The Court, in 99 Va., on page 260-61, says:

"Nor was it error to allow the Bank credit for similar notes taken up by it which were due and payable at other banks. Nor was it error to allow

SALE, MANN & TYLER

ATTORNEYS & COUNSELORS AT LAW

SEABOARD BANK BUILDING

NORFOLK, VA.

#3.

the bank credit for orders drawn upon it by the general contractors in favor of sub-contractors. So far as can be discovered from the record, every credit here complained of represents money paid by the bank for work done or materials furnished under the contract for the erection of the building in question. These are not, as contended, assignments or transfers of any part of the debt due or to become due the general contractor by the owner for the construction of the building, such as are prohibited by act of Assembly 1895-6, p. 379. On the contrary, it is the contract price of the building going directly to those who have done the work and furnished the materials, which is what the act cited intended to accomplish."

It will thus be seen that the Court held, in construing that statute, that the object of the statute was to prevent any part of the money due for the erection of a building from being transferred to any outside source and diverted from the use for which it was intended, so ~~far~~ as to defeat the claims of people who had furnished their labor and material in its erection. Under the testimony in this case, every dollar of the money advanced by the Seaboard Bank went into the building, and was necessary to be furnished in order that the laborers could be kept employed so that the building could be finished. It falls squarely within the reason, and almost identically within the language used by the Court in Schreiber against the Bank in holding that the statute in question did not apply in such a case. As this is a Virginia statute, and Schreiber v. the Bank is the only case which has construed it, there is no other authority that can be cited on this point.

3rd: With regard to the third question above mentioned, as to the effect to be given to a notice under Sec. 2479; if the assignment to the Seaboard Bank is valid, I of course, am not hurt, whether you sustain or do not sustain the validity of a notice given under this section, and for that reason I do not feel that I am called upon to attack strenuously the validity of this proceeding. However, I have given the matter some thought, and am willing to give you the benefit of my own views on this subject. It was my first impression that there was no doubt that a proceeding under Sec. 2479 gave no rights to the sub-contractors proceeding under ~~SEC~~ this section, where the building was of such a nature that a mechanic's lien could not be filed against it, as is the present case; but upon reading the case of Hicks v. Roanoke Brick Company, supra, and Snyder v. University of Virginia, 100 Va., p. 567, I confess that my confidence in my previous conclusion ~~was~~ considerably shaken, and after reading these cases I had reached the conclusion that a notice given and

SALE, MANN & TYLER

ATTORNEYS & COUNSELORS AT LAW

SEABOARD BANK BUILDING

NORFOLK, VA.

#4.

perfected under section 2479, as construed by Steigleder v. Allen, 113 Va., 686, was good, but subsequent reflection has again caused me to doubt exceedingly the validity of such a notice, for the reason that Section 2479 does not purport to give any lien upon the fund in question, and simply gives a right for a personal judgment against the owner. In the case of Hicks v. Roanoke, the Court was dealing with a statute which gave a lien on the fund, and Snyder v. the University is authority only in a persuasive sense and by deduction from what is not said in the opinion, without the point being squarely before the Court. There is no question in my mind, if the general contractor before the notice is given required by this section, has made a valid assignment of all monies coming to him from the owner, a notice under this section would be unavailing, for at the time the notice is given in such a case, there would be nothing due from the owner to the general contractor, and therefore, under the language of the act, no right to any part of the fund would vest in the sub-contractor giving such notice. While it is true that under Sec. 1482 of the Code, the school trustees are made a body corporate and can sue and be sued as such, nevertheless, I think it beyond question that no personal judgment could be rendered against the school trustees by virtue of that section, as the bare legal title to the property is vested in the trustees, and the real ownership is in the people of the community, and the suits authorized by that section by and against them are thus of a possessory nature only.

I do not think there is any question that if the school trustees should see fit to pay out any money in their hands due to a general contractor in violation of the notice given under Sec. 2479, no personal judgment could be made binding on the people by a court for their act in doing so. This being true, does it not necessarily follow that the Court should hold that the legislature would not have given a right without a remedy, and as the remedy is wholly lacking, and the right which is claimed of a doubtful nature, this section should be construed as being applicable only to cases where the mechanics' lien laws apply. The fact that several states, among them New York, have felt it necessary to provide by statute that sub-contractors shall have a lien on the fund due from public buildings, and the fact that the Virginia legislature has not seen fit to give such right, to my mind is strongly indicative of the fact that the Supreme Court of Virginia meant what it said in the Phillips case, and in the Hicks case, that a sub-contractor acquired a lien of no sort whatever on a public building. The question involved in this regard is a close one, and might well be decided either way. I have considerable doubt in my own mind on the point, and have reached opposite conclusions, to finally decide that

#5.

JAMES MANN

S. HETH TYLER

SALE, MANN & TYLER

ATTORNEYS & COUNSELORS AT LAW

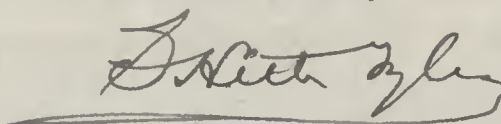
SEABOARD BANK BUILDING

NORFOLK, VA.

either result was exceedingly doubtful.

Please pardon this hasty effort at a compliance with your request. I am sure that you are better versed in the law of the questions involved than I am, and I have every confidence that your decision with regard to them will be proper.

Very truly yours,

A handwritten signature in cursive script, appearing to read "S. Heth Tyler", written in dark ink. The signature is fluid and stylized, with a long horizontal flourish extending from the bottom of the last word.

Bradford Kilby, Esq.,
Suffolk, Virginia.

T-D

May 19, 1913.

Mr. S. Heth Tyler,
Norfolk, Va.

Dear Sir:-

If you wish to make any argument in regard to claim of Seaboard Bank v. Barbour and Rodgers, as to any points of law, I would be glad to have you submit brief covering same this week, as I want to complete my report next week.

I note from your letter of the 8th., that the \$500. was placed to the credit of Barbour and Rodgers on August 24th. 1912, At that time, they had been at work on the store building of James E. Jordan at Trivers for nearly 60 days, and if any of this money went to pay for labor or materials in the Jordan store, of course, the school board should not be liable for that. I shall question Messrs. Barbour and Rodgers closely on this point. They will be here again on the 21st.

Yours very truly,

Seaboard National Bank

Note for \$500.

Allowed for \$475.

Order dated Aug. 23 1912

Received Aug 28 1912

\$737.06

Norfolk, Va., ^{December}~~November~~ 9th, 1913.

Received of L. P. Holland, attorney for the School Board of Sleepy Hole District #5 of the County of Nansemond, Virginia, the sum of Seven Hundred and Thirty-seven Dollars and Six Cents (\$737.06), in full settlement, satisfaction and discharge of all claims against the said School Board as the result of and in consequence of the amount allowed the Berkley Foundry & Structural Company by Bradford Kilby, as Commissioner in Chancery in the suit of Contractors Supply Company, Inc., a corporation et als., vs. School Board of Sleepy Hole District #5 et als.

BERKLEY FOUNDRY & STRUCTURAL COMPANY, Inc.

By

Wm. J. Kilby
its

Attorney.

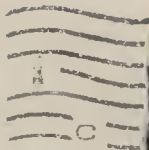
IF NOT DELIVERED IN FIVE DAYS RETURN TO

MEYER KOTEEN

ATTORNEY AND COUNSELLOR AT LAW

314-310-318 SEABOARD BANK BLDG

NORFOLK, VA.



L P Holland Esq.,

Attorney at Law,

Suffolk, Va.

MEYER KOTEEN
ATTORNEY & COUNSELLOR AT LAW
NORFOLK, VIRGINIA
SO. BELL PHONE 481

May 21st, 1913.

Bradford Kilby, Esq.

Atty. at Law,

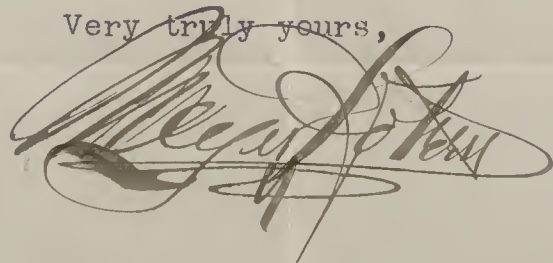
Suffolk, Va.

Dear Sir:- RE: BERKLEY FOUNDRY & STRUCTURAL CO vs. BARBOUR & RODGERS.

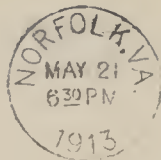
Received yours of the 19th inst. Have communicated with Mr. Riddleberger relative to filing a joint brief in the matter of the Chancery suit against Barbour & Rodgers et al. We have tentatively agreed to meet each other on Friday of this week for that purpose. I believe we will be able to have brief before you on Saturday. Many thanks for calling my attention to same.

DICT/MK/GL.

Very truly yours,

A large, stylized handwritten signature in dark ink, likely reading 'Meyer Koteen', is written over the typed phrase 'Very truly yours,'. The signature is fluid and cursive, with a large loop at the end.

MEYER KOTEEN
ATTORNEY & COUNSELLOR AT LAW
NORFOLK, VIRGINIA
SO. BELL PHONE 481



Bradford Kilby, Esq.

Atty. at Law,

Suffolk, Va.

MEYER KOTEEN
ATTORNEY & COUNSELLOR AT LAW
NORFOLK, VIRGINIA
SO. BELL PHONE 481

June 28th, 1913.

Bradford Kilby, Esq.,
Atty. at Law,
Suffolk, Va.

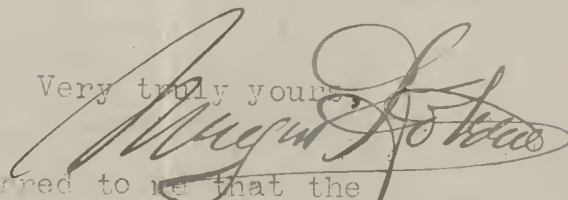
Dear Sir:- RE: BERKLEY FOUNDRY & STRUCTURAL CO vs. BARBOUR & RODGERS.

Received yours of the 25th inst and glad to note that you have decided not to reduce the amount of client's claim to the extent of \$200.00 in consequence of the penalization of said amount against Barbour & Rodgers on the grounds that the non-delivery of certain treads by my client was in no way responsible for said penalty.

Referring to the priority of lien under Section 2479, I feel that your conclusions are absolutely correct as a matter of Law.

Have been unable to get in touch with client on the question of \$36.00 reduction from its claim for extra iron beams. Am frank to state however that while it would be a hardship on the School Board to be required to pay for the same work twice, my client should not suffer as a result of defective construction by the contractors, unless it can be shown that the defects in the construction of the hallway was directly caused by client in failing to furnish materials in accordance with the specifications. However I wish to reserve my right to accept to your report with respect to the \$36.00 item. I may or may not take the matter up further; it altogether depends on the attitude of client. Many thanks for your kind attention in this matter.

Very truly yours,



P. S.

Since writing the above it occurred to me that the School Board would not be paying for the same work twice should client's claim not be reduced to the extent of \$36.00, for the very reason that the general fund in the hands of the School Board is the only source from which creditors will participate on their claims in order of priority. Under the Law, the School Board

(P. S.)

can-not be required to pay one cent more than it has on hand after the payment of all expenses incidental to this Chancery suit.

Would be pleased to have your opinion on this question.

MEYER KOTEEN
ATTORNEY & COUNSELLOR AT LAW
NORFOLK, VIRGINIA
SO. BELL PHONE 481



Bradford Kilby, Esq.,

Atty. at Law,

Suffolk, Va.

Contract for stairs		530.
" " Other non work		836.
Extra for beams		36.
		1402.00

Cost of treads of state	89.
Extra charges deducted	24.66
Cash credit	551.28

664.94

664.94

Balance due,

\$737.06

Treads	50.
Cement	7.
Labor	32.

\$89.

S. STENNETT
PRESIDENT

W. H. C. DEAL
VICE-PRES. & GEN. MGR

N. BLOCK
SECY. & TREAS.

BERKLEY FOUNDRY & STRUCTURAL COMPANY
INCORPORATED

IRON COLUMNS, BEAMS, ANGLES, TEES, AND BAR IRON, GRATE BARS.
IRON AND BRASS CASTINGS OF ALL DESCRIPTIONS.

FOUNDRY PHONE, 26

ALL KINDS MILL CASTINGS.
P. O. BOX 481
WORKS: STATE STREET, BERKLEY

OFFICE PHONE, 558

NORFOLK, VA., Jany, 1st, 1912.

Barber, & Rodgers.

239, Monticello, Arcade.

Norfolk, Va.

Gentleman;

We propose to furnish you all Iron Works as per plans and specifications, except "Stairway, and Reinforcing" for the sum of \$804.00

We beg to say, that we will furnish you the stairways erected for the sum of \$530.00, and reinforcing Bars for the sum of \$60.00, all F. O. B. "Driver Va"

We will very much appreciated your order, and promise to give same our best attention, thanking you in advance, we are.

Yours Very Truly.

Berkley Foundry & Structural Co.

S. STENNETT
PRESIDENT

W. H. C. DEAL
VICE-PRES. & GEN. MGR

N. BLOCK
SECY. & TREAS.

BERKLEY FOUNDRY & STRUCTURAL COMPANY
INCORPORATED

IRON COLUMNS, BEAMS, ANGLES, TEES, AND BAR IRON, GRATE BARS.
IRON AND BRASS CASTINGS OF ALL DESCRIPTIONS.

FOUNDRY PHONE, 26

ALL KINDS MILL CASTINGS.
P. O. BOX 481
WORKS: STATE STREET, BERKLEY

OFFICE PHONE, 558

NORFOLK, VA.. Jan. 6, 1912.

Mess. Barber and Rodges,

City.

Dear Sir:-

We do hereby send you a copy of material to be furnished by
us to the Driver High School, the following is the material:-

Eight (8) --29"--65#--13'-28'6"

14--1"-12"-16" plates.

32--chimney bars--1/2-2'-3'6".

8--double stirrups

72--door anchors.

Two (2)--12"--31 1/2#--1.5'--17'6".

6--1-12-12"-plates.

Three (3)--15"--42#--17'6".

2--3"--cast iron columns--11'3".

2--7"--cast iron columns--14'7".

4--6"--cast iron columns--13'4".

70--wall bolts--3/4-36".

180--joist anchors

50--special anchors (the shape and sizes to be given by you)
(also templet for stirrups)

2200feet--1/2" reinforcing bars.

200feet--3/4" reinforcing bars.

Yours truly,

Berkley Foundry & Structural

Norfolk, Virginia, January 25/1912

Mr. R. G. Darden, Clerk

School Board Nansemond County

Sleepy Hole District, Va.,

Dear sir:-

This is to notify the School Board of the County of Nansemond for the Sleepy Hole District, that the undersigned holds a ~~contract~~ sub-contract with Messrs. Barbour & Rodgers of Norfolk, Virginia, General Contractors for the construction of the Drivers High School Building at Drivers, Va, to furnish all the steel and cast iron required to construct said building, for the sum of Eight Hundred and thirty-six (\$836.00) dollars, same to be payable in four equal installments in accordance with their agreement with the School Board, for the construction of said building.

We ~~herewith~~ hereby notify you pursuant to Section 2749 of the Virginia Code, to withhold the amount due us under our sub-contract from any money or monies now due or to become due to the said General Contractors under their contract with ~~you~~ the School Board for the construction of the said Drivers High School Building at Drivers, Va., and to pay same to the undersigned as provided for in our sub-contract above referred to.

The required affidavit verifying to the correctness of our account ~~with you~~ under our sub-contract above referred to will be forwarded to you later.

Very truly yours,

Berkley Foundry & Structural Co., Inc.,

By *N. Black*

Secretary & Treasurer.

BERKLEY FOUNDRY & STRUCTURAL CO.,

INCORPORATED

MANUFACTURERS OF

OFFICE:
NIVISON STREET, NORFOLKWORKS:
STATE & ELM PLACE, BERKLEY

STRUCTURAL AND ORNAMENTAL IRON

CASTINGS OF ALL DESCRIPTIONS

BELL TELEPHONES } NORFOLK. 558—OFFICE
 } BERKLEY. 26 —FOUNDRY DEPT.
 268—STRUCTURAL DEPT.

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS AND
 OTHER DELAYS BEYOND OUR CONTROL.

NORFOLK, VA., Aug. 27, 1912.

STAIRWAYS

AREA
GRATINGS

Mr. R. G. Darden,

WINDOW
GUARDS

Clerk of the School Board,

FIRE ESCAPES

Sleepy Hole District,

CELLAR
DOORS

Nansemond County, Va.

Sir:

STORE FRONTS

GIRDERS

STEEL
COLUMNSROOF
TRUSSES

STIRRUPS

RAILINGS

CAST IRON
COLUMNS

GATES

BALCONIES

GRILLES

ELEVATOR
ENCLOSURESSTEEL
FENCES

JAIL WORK

IRON AND
BRASS
CASTINGSPATTERN
WORKBOILER
TANK AND
STACK WORK

I beg to inform you that I have a contract with Barbour & Rodgers, General Contractors, to furnish the iron stairs for the Agricultural High School Building, at Drivers Virginia, for the sum of Five Hundred Sixty Two Dollars (\$562.00), and also a contract to furnish material and extra work on the same probable amount of Sixty Two Dollars and Thirty-five Cents (\$62.35); this notice is given you pursuant to the section 2479 of the Code of Virginia, in order that we may hold you personally liable for the amount that will be due pursuant to ~~the~~ the said contract.

Yours very truly,

BERKLEY FDRY. & STRUCUTRAL CO. INC

BY *N. Block**Recd Aug 27/12*

ALL AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS AND ALL CAUSES BEYOND OUR CONTROL

S. STENNETT
PRESIDENT

W. H. C. DEAL
VICE-PRES. & GEN. MGR

N. BLOCK
SECY. & TREAS.

BERKLEY FOUNDRY & STRUCTURAL COMPANY
INCORPORATED

IRON COLUMNS, BEAMS, ANGLES, TEES, AND BAR IRON, GRATE BARS.
IRON AND BRASS CASTINGS OF ALL DESCRIPTIONS.

FOUNDRY PHONE, 26

ALL KINDS MILL CASTINGS.
P. O. BOX 481

WORKS: STATE STREET, BERKLEY

OFFICE PHONE, 558

NORFOLK, VA., Oct 3rd, 1912.

Mr R.C.Darden,
Clerk of School Board,
Suffolk, Va.,

Dear Sir:-

This is to advise that we have completed our contract for furnishing and erecting material on the Drivers Public School Building located near Divers, Va., and enclose herewith our bill amounting to \$272.07 which we will ^{be} thank you to deduct from amount due the general contractor, as per our letter to you under date of Aug 27th, 1912.

Thanking you in advance, we are,

Yours very truly,

Berkley Foundry & Structural Co Inc.

Jn.

S. STENNETT,
PRESIDENT.

N. BLOCK,
TREASURER.

WM. H. C. DEAL,
VICE. PRES. & GENL. MGR.

BERKLEY, VA., *Oct 1st* 191*2*

M *Miss Barbara Rodgers*

Business School

BOUGHT OF **Berkley Foundry & Structural Company,**

INCORPORATED.

IRON, COLUMNS, BEAMS, ANGLES, TEES, AND BAR IRON, GRATE BARS,
IRON AND BRASS CASTINGS, OF ALL DESCRIPTIONS.

PHONE 26

STATE STREET.

<i>July 29</i>	<i>To Labor & material on Sep Contract for building Erecting Stairs By Cash</i>	<i>525 00</i>	
		<i>150 00</i>	
			<i>\$ 375. 00</i>
<i>Jan 3</i>	<i>Contract for Iron Bal due Extra material</i>		<i>434 72</i>
			<i>62 35</i>
			<i>\$ 872. 07</i>

BERKLEY FOUNDRY & STRUCTURAL CO.,

INCORPORATED

OFFICE:
NIVISON STREET, NORFOLK

MANUFACTURERS OF

WORKS:
STATE & ELM PLACE, BERKLEY

STRUCTURAL AND ORNAMENTAL IRON

CASTINGS OF ALL DESCRIPTIONS

BELL TELEPHONES } NORFOLK. 558—OFFICE
 } BERKLEY. 26 —FOUNDRY DEPT.
 } 268—STRUCTURAL DEPT.

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS AND
 OTHER DELAYS BEYOND OUR CONTROL.

NORFOLK, VA., April 30, 1913.

STAIRWAYS

Mr. Riddleberger,

AREA
GRATINGS

Suffolk, Va.

WINDOW
GUARDS

Dear Sir:-

FIRE ESCAPES

Referring to the conversation of Mr. Koteen
 through telephone with you today, we also wish to add that

CELLAR
DOORS

we notified Mr. R. G. Darden, Clerk of the School Board to

STORE FRONTS

with hold amount that was the contract between us and Bar-

GIRDERS

Bour & Rodgers according to a statute in the Virginia Law,

STEEL
COLUMNS

and that we receive a letter from Mr. Darden advising us to

ROOF
TRUSSESbe present on the first occasion when ^{part} a payment was made

STIRRUPS

Barbour & Rodges.

RAILINGS

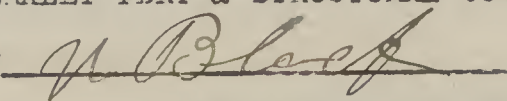
Yours very truly,

CAST IRON
COLUMNS

BERKLEY FOUNDRY & STRUCTURAL CO. Inc.

GATES

By



Treasurer.

BALCONIES

GRILLES

ELEVATOR
ENCLOSURESSTEEL
FENCES

JAIL WORK

IRON AND
BRASS
CASTINGSPATTERN
WORKBOILER
TANK AND
STACK WORK

STATE OF VIRGINIA

City of Norfolk, to-wit:

Before me, Meyer Poter, a NOTARY PUBLIC for the City and State aforesaid, duly

commissioned and authorized to administer oaths, affirmations, etc., personally appeared Nathan

Black who being duly sworn, according to law doth depose and say;
that he is the Treasurer of the Berkley Foundry & Structural Co. Inc., a Corporation
duly incorporated under the laws of State of Virginia, with principal office in the City of Norfolk
that the the annexed account against S. B. Barker and W. C. Rodgers is correctly copied from co-partners
trading as Barker & Rodgers, is correctly copied from
the books of original entry of Berkley Foundry & Structural Co. Inc., a
Corporation;

that the charges were made in said books at or about the time of their respective dates; that the goods for
which said charges were made, were sold and delivered as charged; that the charges are correct and the

account just and true as stated; that there is now due and owing thereon the sum of Nine hundred

nine — 17/100 dollars, with interest thereon from the 17th day of March

1913, and that no part of said sum has ever been paid or in any manner settled; that there are no deduc-
tions or offsets of any kind, except such as are therein specified and credited; and furthermore, the said

Berkley Foundry & Structural Co. Inc., a
Corporation holds no collaterals or securities of any

kind for securing the payment of the said debt or claim.

Nathan Black

Sworn and subscribed to before me this 30th day of April 1913

in the city and state aforesaid.

In Testimony Whereof, I have hereunto set my hand and seal, the day and year aforesaid.

Meyer Poter
NOTARY PUBLIC

WM. H. C. DEAL,
PRES. & GEN'L MGR

N. BLOCK,
TREASURER

MEYER KOTTEEN,
SECRETARY

Mrs Barbara Rodgers BERKLEY, VA. *Thurs st* 191*2*

BOUGHT OF **Berkley Foundry & Structural Company,**
INCORPORATED.

ORNAMENTAL IRON, BRASS AND WIRE WORK.

IRON AND BRASS CASTINGS. PULLEYS, HANGERS.

IRON COLUMNS, BEAMS, ANGLES, TEES, BAR IRON, GRATE BARS GEARINGS & COLLARS.

CAST IRON CLEAN-OUT BOXES, AND BRASSES.

TERMS CASH

TELEPHONE 26

STATE STREET.

July 13 Stairway Contract
Man work
Extra

567 00

836 00

67 35

1460 35

Credit
By Cash Stairway
" " Man work

150 00

401 28

551 28

\$909.07

June 25, 1913.

Mr. Meyer Koteen,
Norfolk, Va.

Dear Sir:-

Mr. J.R. Saunders, Atty. of Suffolk, has been contending that the Berkley Foundry Co. claim should be cut \$200., the same being the amount Barbour and Rodgers were penalized for delay in completing the School building, on the ground that the non-delivery of slate treads by said Berkley Foundry Co. was the cause of the delay. However, I have decided that your client should not suffer said reduction of their claim. The architect of the building assures me that Barbour and Rodgers would have suffered said penalty, regardless of the non-delivery of said treads.

But, I am, in justice to the School Board, ^{compelled} to reduce the amount of \$737.06 allowed your client by \$36., an extra allowed heretofore for iron beams. These iron beams were furnished on account of defective construction of hall-way by Barbour and Rodgers. This item is, of course, a good claim against Barbour and Rodgers, but the School Board should not be required to pay for the same work twice. The architect condemned the hall-way construction as unsafe, and Barbour and Rodgers had to order these beams to make the same safe. It was, no doubt, the fault of Barbour and Rodgers, but you can readily see that the School Board should not be required to pay double for work because of the mistakes of either the general contractor or sub-contractors either.

I am inclined to think that notice under sec. 2479 constitutes a good lien on the fund in the school board's hands, and therefore your client will probably realize the amount allowed, in full, if the Court upholds my report.

Yours very truly,

May 19, 1913.

Mr. Meyer Koteen,

Seaboard Bank Building,

Norfolk, Va.

Dear Sir:-

I have allowed claim of Berkley Foundry and Structural Co. v. Barbour and Rodgers for the sum of \$737.06. If you wish to make any argument as to priority under sec. 3479, I would be glad to have you submit brief this week, as I expect to complete my report next week. Mr. Riddleberger will probably submit brief on this same point, and in order to avoid a multiplicity of briefs, you might present a joint brief, in collaboration with him. I am inclined to think that sec. 3479 does not apply to a school board, as none of the ^{sections of} other chapter on "mechanic's lien law" does. See Hicks v. Roanoke Brick Co. 94 Va. 741.

Yours very truly,

Berkley Foundry & Structural
Co.

Open acct.

\$ 909.07

Allowed for

737.06

Notice under Sec. 2479

Dated Jan 25, 1912 \$ 836.

Dated Aug 27 1912 \$ 530.

Affidavit dated April 30, 1913,

Norfolk 1st

Feby 25/13

Holland & Holland

Attorneys at Law

Gents

On the matter of
ap^{rs} against Barber & Rodgers Contract
on for construction of High School
Bldg at Drivers Va I beg to say I am
one of this indebted to the Amt of \$269.75
for wages as foreman on this work ^{for the}
which I accepted an order on the school.
Please advise me if you hold
this order as I understand the bus.
of settling these ap^{rs} ~~from~~ ^{has been}
has placed in your hands.

Yours Truly
J. E. Lathrop

511 Angyle Ave

Norfolk Va 6/21/13.

Bedford Kilby Esq.

Att'y at Law

Suffolk Va

Dear Sir

Referring to my claim against
Bartow & Rodgers for money furnished them by me
to pay their labor on Drivers School Bldg, under con-
ditions already furnished you, I hope you will
forgo this special request for your personal interest
in my claim, as my business will require my absence
from the State for some time, my work after you will be
in Baltimore, so I cannot see you personally again for some
at mo. Any mail sent to address above will be forwarded

Yours very Truly
J. E. Hakes

FORM 1003-8-12-100M

~~NORFOLK SOUTHERN RAILROAD CO.~~



Bradford Tilley Esq.,
Attny At Law
Suffolk Co.,
Va.

J. E. Lakes, 511 in. yls are repd.

Note

\$259.75

Allowed for

\$250.

Order on School Board ✓

Dated Sept. 28. 1912

NO PROTEST

\$ 92 ⁵⁰/₁₀₀

SUFFOLK, VA., Dec. 18th 1912

At eight

Pay to the order of E. W. Smith

Ninety two ⁵⁰/₁₀₀

Dollars,

Value received, and charge same to account of yours truly.

We, the drawer, endorsers and acceptor, hereby waive the Homestead Exemption as to this debt.

To A. S. Darden { Justice School
J. L. Bond { Board of
J. G. Eberwine { Sleep / Hk Dist
Newman Co.

Barbara Rodgers
By W. C. Rodgers

Form 10

Driver, Va., May 8

1913

Mess Barber & Rodgers

To E. W. SMITH, Dr.

LIVERY, SALE AND EXCHANGE STABLE

Wheelwright and Blacksmith Shop

Is hauling Material to School
Building

72 50

E. W. Smith

Open acct.

\$92.50

Order dated Dec. 13 1912 ✓

H. DINWIDDIE MARTIN
ATTORNEY-AT-LAW
ROOM 3, 103 PLUME STREET
NORFOLK, VIRGINIA

January 22nd., 1913.

Mr. A. G. Darden, Clerk School Board Nansemond County,
Drivers,
Virginia.

Dear Sir:-

This is to formally notify you that I hold a contract with Barbour and Rodgers, General Contractors for the Agricultural High School at Drivers, Virginia, to furnish materiel and labor for the plastering and stucco work on said building.

The amount due me under my contract together with bill for extra work done at their request upon said job, amounts to \$197.35, as will appear from an itemized, verified account hereto attached.

This is to notify you that I will hold you responsible for the payment of amount due under my contract.

I am leaving the City on several large contracts, and have turned this matter over to my attorney, whose name appears above. Will you kindly acknowledge receipt of this letter with verified account attached in the enclosed envelope, and hereafter address any correspondence in the matter to my attorney--Mr. Martin.

Thanking you in advance for your kind prompt attention in acknowledging receipt of this letter and contents, I beg to remain.

Very truly yours,

W. C. Griffin

NORFOLK, VIRGINIA,
Jan. 22nd., 1913.

MESSES. BARBOUR AND RODGERS,-----CONTRACTORS,

TO

MR. GRIFFIN,

ET.

To amount due me for materiel, labor and
appliances furnished in the work performed
upon the building under construction by you
for the School Board of Hansemond County, Va.,
known as the Agricultural High School, at
Drivers, Va., according to a certain contract
entered in to with you on the 15th. day of
June, 1912, as follows,

Plastering,	1,404.00
Stuccoing,	442.00
	1,846.00

Extra work as authorized by you:

Work in repairing ceiling damaged by the electricians,	5.00 *
Work in repairing wall damaged by the electricians,	2.00 *
12 Hours work by laborers, cutting ditch around building to grade, at .25 per hour,	3.00
20 bags of Hydrated Lime, at .25 per bag,	5.00
Total,	1,066.00

G R I F F I N.

My Materiel bought from J. W. Griffin & Co., Inc.,
and billed to you, 107.00

Total amount of freight paid out by
you, 44.87

Freight and cartage in hauling lath,
plastering, cement and lumber, 27.25

85 tons of sand at 1.25 per ton, 50.25

880 ← 20 ft. of lumber at .20 per ft., 17.00

10-100 lbs. Portland Cement, at 2.25
per bbl. nett, 24.92

Jan. 4th., 1913, 25.00

" 3th. " 140.00

" 14th. " 50.00

" 20th. " 110.00

" 24th. " 140.00

" 26th. " 40.00

" 10th. " 50.00

" 17th. " 113.60

" 22nd. " 40.00 X met on B&R books

" Oct. 5th. " 15.00

" " " 2.70

" " 15th. " 5.00

Total, 1470.65 1470.65

To balance due me, 197.55

Last two credit items paid to laborer,

named, Dick Turner.

Barbour & Rodgers books show \$246.88 due.

STATE OF VIRGINIA,

CORPORATION OF THE CITY OF NORFOLK,--to-wit:-

This day personally appeared before me
H. Dinwiddie Martin, a Notary Public, in and for the
City aforesaid, in the State of Virginia, Lee Griffin,
who made oath before me in my city aforesaid, that he
is the plaintiff in a certain account annexed hereto;
and that the said account states distinctly the several
items of his claim, and the aggregate amount thereof,
and the credits, so far as the same exist, and that
the amount of said claim, to-wit, ONE HUNDRED AND
THIRTY THREE DOLLARS AND THIRTY FIVE CENTS (\$133.35), is
justly due.

Lee Griffin

Subscribed and sworn to before me this 22nd day of
January, Nineteen Hundred and Thirteen.

H. Dinwiddie Martin
Notary Public.

This account allowed for \$31.43
Lakes Bill for 107.59
\$139.00

DEANS, VA., *February 2* 1913

M *Barber & Rodger*

BOUGHT OF

G. H. WEATHERLY & CO.

—DEALERS IN—

Dry Goods, Notions, Fine Groceries and General Merchandise

Handlers of all Kinds of Country Produce

<i>1912</i>					
<i>Oct</i>	<i>22</i>	<i>10</i>	<i>Load Sand Haul To Drums 80</i>	<i>8.00</i>	
"	"	"	<i>2 Load plank from Drums Deans</i>	<i>60</i>	
"	"	"	<i>2 Load Cement To Drums</i>	<i>60</i>	
"	<i>29</i>	<i>2</i>	<i>Bag Lime To Drums</i>	<i>30</i>	
<i>Nov</i>	<i>2</i>	<i>10</i>	<i>Load Sand To Deans</i>	<i>6.50</i>	
<i>1913</i>					
<i>Feb</i>	<i>3</i>	<i>2</i>	<i>Load Plaster To Drums</i>	<i>1.00</i>	
"		<i>3</i>	<i>Load Sand To Drums</i>	<i>2.40</i>	

\$ 19.40

Charg to Lee Griffin

H. DINWIDDIE MARTIN
ATTORNEY & COUNSELLOR AT LAW
225 PLUME STREET
NORFOLK, VIRGINIA

May 7th., 1913.

Mr. Bradford Kilby,
Attorney-at-Law,
Suffolk, Va.

Dear Sir:- IN RE Contractors Supply Co., Inc. vs
School Board of Sleepy Hole District #5
County of Mansemond, C. B. Barbour, and
W. C. Rodgers.

In my hurry to catch the train this morning, I failed to call your attention after we had run through the credits to the claim of Lee Griffin (Plasterer.) to the lumber item of \$17.60. Mr. W. C. Rodgers testified, and my Lakes concurred that this item was included in the claim of \$107.40 presented by Mr. Lakes. If this is true, it should not be charged as a credit on Griffin's bill, or it will have been charged against him twice. As several were talking at the same time when we went over this item, I was not sure whether you understood the item, and overlooked returning to it before I left.

When Mr. Lakes files his itemized account of his claim of \$107.40, will you kindly ask him to mail me a copy as I should like to forward it to my client at once for any information he may know concerning its accuracy.

Thanking you for your personal courtesy to me,
I beg to remain,

Very sincerely yours,

A. R.-H.D.M.

H. Dinwiddie Martin

June 18, 1913.

Mr. H. Dinwiddie Martin,
103 Plume St.,
Norfolk, Va.

Dear Sir:-

Mr. Lakes has found and forwarded to me the bill of \$107.57 which he had rendered Barbour and Rodgers against Lee Griffen. I enclose the same for your inspection. After looking it over, kindly return the same to me with any comments as to whether should be allowed or not.

Yours very truly,

Lee Griffen

Open acct.

147.35

Allowed for

58.35

^{under No 3491}
Notice, dated Jan 22 1913

Driver, Va. May 5 1913

M Barbour & Rogers Material each on shore bldg.

Bought of **BRINKLEY BROTHERS**
INCORPORATED

GENERAL MERCHANDISE

1911

Dec	6	2 Long Shovel	160	1 Hand Saw	125	285	
"	"	Nails	30	1 Galb Nail	50	80	
"	7	Bucket				30	
Jan	22	2 Buckets	50	1 Water Barrel	25	225	
"	26	Grind Stone	129	2 Hens	40	169	
"	30	20 Paper Cops	2	Nails	60	72	
Feb	2	Lock & Trap				35	
"	13	1 # 3 Pump				125	
Mar	9	Lock & Trap's				35	
"	14	2 Zinc Buckets				50	
April	1	1 Leather Strap				15	
"	12	1/2 Gal Linseed Oil				135	
"	15	Rate				25	
May	1	Balls				03	
"	17	Oil				10	
"	21	Zinc Buckets				35	
"	27	"				35	
June	3	Wire Netting	45	Lock	25	70	
"	10	1 Gal Linseed Oil				90	
"	28	2 Shovels				180	
July	2	Screw Wrench	65	2 Jacks	5	70	
"	3	4 Ropes	360	20 Paper Cops	24	384	
"	15	Rope				20	
"	30	Nails				04	
Aug	1	Brush	25	65 lb Rope	975	1004	
"	13	5 - 10 in Balls				25	
"	22	5 Gal Linseed Oil				450	
"	23	20 lb Nails				60	Paid for
Sept	5	218 "				654	
"	11	3 Gal Linseed Oil				270	
"	28	Lock				50	✓
Oct	9	Nails				14	
"	21	"		Balance used in Jordan		53	
"	22	"		Job according to Barbour's		15	
"	28	"		testimony		06	
"	30	"		"		39	
Nov	7	"		"		05	4837

M *Barbours & Rodgers*

Material used on

Bought of **BRINKLEY BROTHERS**

INCORPORATED

GENERAL MERCHANDISE

Jan.

48 37

"	8	"	2 Gal Lard Oil	180
"	9	"	Nail 4 Gal " 90	94
"	13	"	2 Gal Lard Oil	180
"	4	"	2 Hinges	10
"	15	"	2 1/2 Gal Lard Oil	225
"	"	"	Turpentine 50 Nails 6	56
<i>Dec</i>	2	"	3 Gal Lard Oil	225
"	4	"	Nails	05
"	4	"	2 Gal Lard Oil	150
"	5	"	2 " " "	150
"	"	"	Turpentine 50 Dryer 15	65
				<u>61.77</u>

13 40
11 00
24 40

BRINKLEY BROTHERS

INCORPORATED

GENERAL MERCHANDISE

DRIVER, VA.

Dec 11 1912

Wm A G. Nason,

Clerk Driver High School Board

Please pay Brinkley Bros Inc.,
One hundred Eight Dollars & 02/100
(\$108⁰²) for Material & mda for
Driver High School

Barbara Shaoguen
By W. C. Shaoguen

OK B + R

BRINKLEY BROTHERS

INCORPORATED

GENERAL MERCHANDISE

DRIVER, VA. Dec 11 1912

Mr A. G. Garden,

Clerk Driver High School Board

Mrs Borham & Rodgers General Contractors
Norfolk, Va. have used Material and
laid for Labor on Driver High and
Agriculture School Building
Now being erected Bill amounting
to one hundred & Eight Dollars & 2/100
(\$108.⁰²) With order for same from
Borham & Rodgers Contractors we
will look to you for the payment
of said amount in accordance
with Section 2479 of the Code
of Virginia

Yours truly
Brinkley Bros Inc

Brinkley Bros.

Open acct.

108,

Not allowed at all
against the School Board.

TO THE SCHOOL BOARD OF SLEEPY HOLE DISTRICT No. 5,

A. G. Darden, John E. Eberwine, and J. L. Bond, Trustees;

You are hereby notified that we have furnished to D. B. Barbour and W. C. Rodgers, partners trading as Barbour & Rodgers, the following building material, which was used in the construction of the New High School Building at Drivers, Virginia, and we hereby look to you for payment under the Code of Virginia, Section 2479.

Barbour & Rodgers

to

B. D. Crocker, J. E. Crocker, and I. P. Brinkley, partners trading as the Crocker-Brinkley Lumber Company.

1914

June 13,	400 L ft. 5" Crown	\$1.50.....	\$6.00
" 13,	2000 L ft. 2 1/2" Grounds	5.00.....	10.00
" 27,	800 ft. 4/4x 12 Box	\$19.00.....	15.20
" 29,	3000 ft. Sheathing	14.00.....	42.00
July 17,	1000 ft. 6" Roofers		17.00

~~Shifting charge on car lumber to A. G. L.~~

~~for J. E. Jordan's store..... 1.50~~

~~90.20~~ 90.20

Crocker Brinkley Lbr Co
By B. D. Crocker

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, TO-WIT:-

I, J. E. Brown, a Notary Public of and for the County

90.20 aforesaid in the State of Virginia, do hereby certify that B. D. Crocker personally appeared before me and made oath that the foregoing writing is true and correct according to his best knowledge, information and belief.

My commission expires on the 15th day of August, 1915.
given under my hand this the 28th day of February, 1913

J. E. Brown
NOTARY PUBLIC.

B. D. CROCKER

J. E. CROCKER

I. P. BRINKLEY

CROCKER-BRINKLEY LUMBER CO.

MANUFACTURERS OF

ROUGH AND DRESSED NORTH CAROLINA KILN-DRIED PINE

AND BUILDING MATERIAL OF EVERY DESCRIPTION

WEST SUFFOLK, N. & W. SIDING

BELL PHONE 283

CAR-LOAD LOTS
DRAFT THREE-FOURTHS AMOUNT
ATTACHED TO BILL OF LADING

SUFFOLK, VA., Jan. 16th 1913.

A. G. Darden,
John L. Bond,
J. G. Ebermine,
School Board of Sleepy Hole Dist.,
Gentlemen;

Barbour & Rodgers, contractors for the School Bldg. at Drivers, Va. owes us \$91.70, balance due on material we furnished them for this building and they have promised us from time to time, that as soon as they completed this building and received their money for same, they would settle this account and we have learned in the past few days that they have not as yet, completed this building.

Now, as they have been so very slow in settling their account with us, we want to ask you if you will not hold back this amount, for us, when you make a settlement with them. If you are in a position to do this for us, we would certainly appreciate it and whenever we are in position to do you a favor, we will gladly do so.

Thanking you in advance, for this favor, we remain,

Yours respectfully,

Crocker-Brinkley Lumber Co.

BDC.B

Crocker-Bunkley Lumber Co

Open acct \$40.20

Allowed as above

Notice under See 2479

Dated Feb. 28, 1913

SUFFOLK, VA., U. S. A.

Dec 21, 2

SUFFOLK, VA., U. S. A.

Mr Cook, Va

Benthall MACHINE CO. INC.
 BUILDERS
 OF THE CELEBRATED
BENTHALL PEANUT PICKER

47364

40013-

2249

BUILDERS
OF THE CELEBRATED
BENTHALL PEANUT PICKER

90

16

Wegbe für Backwaren

5798



This is credited to Support Day 6

270.15-

200

470.15-

300

670.15

STATEMENT OF ACCOUNT

SUFFOLK, VA., U. S. A.

May 1st 1913.

Barbour & Rodgers,

Recy

IN ACCOUNT WITH



1912

Oct 16	Acct rend for sara wright	57 98
--------	------------------------------	-------

I hereby certify the above
is to be correct.

Suffern B
May 1st 1913,

W. C. Ashby
Recy & Bros

Benthall Machine Co.

Open acct. \$57.98

Allowed in full

RESIDENCE
213 ROSE AVENUE
BELL PHONE 3108

J. C. JONES

WHOLESALE DEALER IN

OFFICE
N. S. R. R. 11TH ST.
BELL PHONE 1932

ALL GRADES OF SAND

ONE TO ONE HUNDRED CARS DELIVERED ON SHORT NOTICE

REDUCED RATES ON FILLING SAND IN 5 CAR LOTS

Norfolk, Va., Sept. 26th, 1912. 191

Mr. A. G. Darden,

Clerk of School Board of Sleepy Hollow Dist.,

Drivers, Nansemond Co., Virginia.

Dear Sir:-

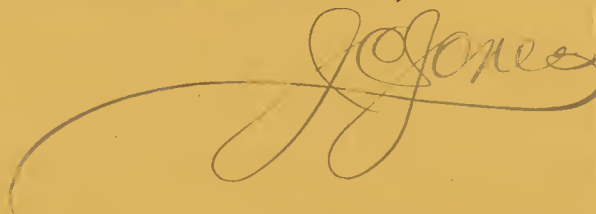
I have allowed Parbers & Rodgers to get in my debt to the amount of \$ 105.00 for sand used in the construction of the High School, Drivers, Virginia.

Kindly advise if you have made all payments due them on this building, and if not, please consider this a notice ~~that~~ I will look to you for the payment of same.

Am sorry this is necessary but I have not received one cent from these people for about four months and I am getting a little uneasy.

Please let me hear from you as soon as possible. I am,

Yours very truly,



Acct shows
\$20.25 to Jordan for

76.50
20.25
56.25
18.
74.

RESIDENCE
213 ROSE AVENUE
BELL PHONE 3108

J. C. JONES

WHOLESALE DEALER IN

OFFICE
N. S. R. R., 11TH ST.
BELL PHONE 1932

ALL GRADES OF SAND

ONE TO ONE HUNDRED CARS DELIVERED ON SHORT NOTICE

REDUCED RATES ON FILLING SAND IN 5 CAR LOTS

Norfolk, Va. Jan. 29th, 1912.

Mr. A. G. Darden,

Clerk of School Board of Sleepy Hollow Dist., Hansemond Co.,

Drivers, Virginia

Dear Sir:-

I have contracted ~~to furnish~~ Barber and Rodgers, Contractors for the High School, Drivers Va., to furnish them with sand to be used in the construction of this building. Amount of my contract which I have already delivered to them is 135 cubic yards of sand at 45 cents per yard-\$60.75.

This is to notify you that I shall look to you for final payment of this debt. Hope this will not put you to any great inconvenience.

Yours very truly,

J. C. Jones

*Paid by Barbours OK. but a
larger one is now due to
the same people.*

RESIDENCE
213 ROSE AVENUE
BELL PHONE 3108

J. C. JONES

WHOLESALE DEALER IN

OFFICE
N. S. R. R., 11TH ST.
BELL PHONE 1932

ALL GRADES OF SAND

ONE TO ONE HUNDRED CARS DELIVERED ON SHORT NOTICE

REDUCED RATES ON FILLING SAND IN 5 CAR LOTS

Norfolk, Va. March 1st. 1912. 1912

Mr. A. G. Darden,

Clerk of School Board of Sleepy Hollow Dist.,

Drivers, Nansmond Co., Virginia.

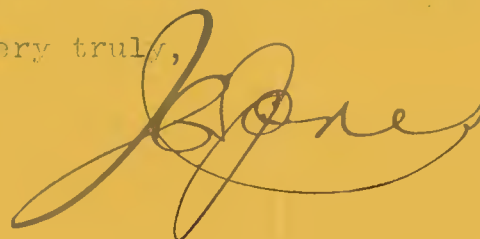
Dear Sir:-

I wrote you on January 29th. relative to my having furnished to Barber & Rodgers sand to be used in the construction of High School, at Drivers, Va., the amount of bill being \$60.75.

I have heard nothing from you in regard to this matter.

Kindly advise me what action you will take in this matter.

Yours very truly,



*This is again to notify
you that I shall look
to you for payment
of this bill*

J. Jones

OFFICE-BELL PHONE 1932
RESIDENCE-BELL PHONE 3108

Norfolk, Virginia,

575 1913

M. *Torben & Rodgers*
W. J. Jones Jr

To J. C. JONES, DR.

WHOLESALE DEALER IN

□ □ ALL GRADES OF SAND □ □

One to One Hundred Cars Delivered on Short Notice

N. S. R. R., 11th STREET

REDUCED RATES ON FILLING SAND IN 5 CAR LOTS

CAR INITIAL	CAR NO.	ARTICLE	FORWARDED TO	DATE	RATE PER YD.	NO. YARDS	AMOUNT	REMARKS
<i>NW</i>	<i>51708</i>	<i>Sand</i>	<i>Dryers W</i>	<i>12/9/11</i>	<i>45</i>	<i>45</i>	<i>2025</i>	
<i>✓</i>	<i>58775</i>	<i>✓</i>	<i>✓</i>	<i>12/9/11</i>	<i>75</i>	<i>75</i>	<i>2025</i>	
<i>VW</i>	<i>1458</i>	<i>✓</i>	<i>✓</i>	<i>12/12/11</i>	<i>45</i>	<i>45</i>	<i>2025</i>	
<i>PRR</i>	<i>293260</i>	<i>✓</i>	<i>✓</i>	<i>4/27/12</i>	<i>✓</i>	<i>45</i>	<i>2025</i>	
<i>PRR</i>	<i>855610</i>	<i>✓</i>	<i>✓</i>	<i>5/27/12</i>	<i>✓</i>	<i>75</i>	<i>2025</i>	
<i>✓</i>	<i>823575</i>	<i>✓</i>	<i>✓</i>	<i>7/3</i>	<i>✓</i>	<i>40</i>	<i>1800</i>	
<i>✓</i>	<i>277169</i>	<i>✓</i>	<i>✓</i>	<i>7/16</i>	<i>✓</i>	<i>40</i>	<i>1800</i>	
<i>ROOSTE</i>	<i>857024</i>	<i>✓</i>	<i>✓</i>	<i>7/31</i>	<i>✓</i>	<i>40</i>	<i>1800</i>	<i>2. Proof of shipment by Jones.</i>
<i>PRR</i>	<i>287180</i>	<i>✓</i>	<i>✓</i>	<i>8/27</i>	<i>✓</i>	<i>40</i>	<i>1800</i>	<i>Jordan Job</i>
							<i>17325</i>	
							<i>8075</i>	
							<i>9250</i>	

Baldwin

Entered by Check for 6075
Entered by Check for 2000
8075

BRADFORD KILBY
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

May 3, 1913.

Mr. J.C. Jones,
N.S.RR. 11th. St.,
Norfolk, Va.

Dear Sir:-

On May 7, at 10 o'clock, at my office in Suffolk, Va., I shall receive proof of claims against Barbour and Rodgers for materials and labor which went into the construction of the High School Building at Drivers, Va. Your claim is contested. Barbour and Rodgers say they owe you only \$56.25. You had better appear to protect your interest and prove your claim.

Yours very truly,

Bradford Kilby
Commissioner in Chancery.

RESIDENCE
213 ROSE AVENUE
BELL PHONE 3108

J. C. JONES

WHOLESALE DEALER IN

OFFICE
N. S. R. R. 11TH ST.
BELL PHONE 1932

ALL GRADES OF SAND

ONE TO ONE HUNDRED CARS DELIVERED ON SHORT NOTICE

REDUCED RATES ON FILLING SAND IN 5 CAR LOTS

Norfolk, Va., May, 15th. 1913. 191

Messrs. Bradford & Kilby, Attys.,
Suffolk, Virginia.

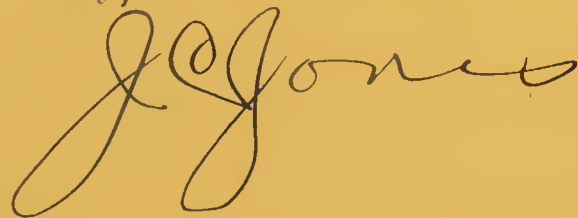
Gentlemen:-

Please note attached letter from Jas. F. Maupin, Gen. Agt. A.C.L.R.R.
which establishes the delivery of P&StL-#857624 at Drivers, Va. on
August, 6th. 1912.

This I believe raises the amount due me to about \$74.00.

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

Yours very truly,





ATLANTIC COAST LINE RAILROAD COMPANY.

Norfolk, Va., May 14, 1913. jfm/apo

File - 11071.

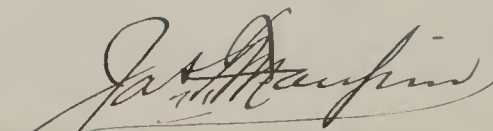
Mr. J. C. Jones,
Norfolk, Virginia.

Dear Sir:

Referring to your inquiry of this morning, relative to handling of PCC&StL car - 857624, shipped by you about July 31st, 1912, to Drivers, *V. a.*

I beg to advise that this car was forwarded from Pinners Point on August 5th, 1912, with sand consigned to Barbour & Rodgers, Drivers, Va., and same was delivered on August 6th.

Yours very truly,


General Forwarding Agent.

J. C. Jones

Open acct.

\$ 92.50

Allowed for

\$ 74.⁰⁰

Notice dated Jan 29 1912

" received Feb 1. 1912

Defective notice (?)

Second notice dated Sept 26, 1912

Declined also. Followed by

No affidavit in either case.

RICHMOND, VA.,

Jan. 1

1913

Mess. Barlow, Rodgers

Worfech, O.

TO THE WILLIAMS SLATE CO., INC., DR.

218

QUARRYMEN AND DEALERS IN

BUCKINGHAM-VIRGINIA ROOFING AND BUILDING SLATE

FROM THE

QUARRIES:
ARVONIA, VA.

CELEBRATED "OLD NICHOLAS" QUARRIES

Car No.	Quantity	Description of Goods	Price	Extension	Total
1912 May	21	20 Cu. ft. order of Worfech Sheet for et al Waskin	348	00	

RICHMOND, VA., June 28, 1912. 191

M Norfolk Sheet Metal Works,

Norfolk, Va.

TO THE WILLIAMS SLATE CO., INC., DR.

QUARRYMEN AND DEALERS IN

BUCKINGHAM-VIRGINIA ROOFING AND BUILDING SLATE

FROM THE

QUARRIES:
ARVONIA, VA.

CELEBRATED "OLD NICHOLAS" QUARRIES

Car No.	Quantity	Description of Goods	Price	Extension	Total
	10 sqs.	18 X 10 slate	5.50	55.00	
	10 crates		.50	5.00	
				<u>60.00</u>	
		CR.			
		By excess amount order on Barbour & Rodgers acct. shipment May 21/12.		<u>8.00</u>	52.00
		Shipped to Drivers, Va., by local freight.			

The Williams Skate Co. Inc.

Open acct. v

\$348.

Allowed in full.

Portsmouth Retail Lumber Corporation

Rough and Dressed LUMBER Shingles, Laths, &c.

Planing Mill, Builders' Supplies, Mouldings, Brackets and Turned Work

So. Bell Phones 1071 and 1072

CORNER HIGH AND CHESTNUT STREETS

Folio _____

Portsmouth, Va.

8/15/12

Sold to Barbour & Rodgers

ADDRESS

Place of Delivery

Drivers School
Drivers, Va.

2000 ft 8" T & G sheathing	4	45.00
400 L. Ft 7/8 x 7 M. D		6.99
100 - 2 x 4 - 18 M. R		27.00
32 - 2 x 4 - 12 M. R		4.60
84 - 2 x 4 - 10 M. R		12.10
600 L. Ft 7/8 qtr. round mld		3.00
80 - 2 x 8 - 16 M. R		30.73
40 - 2 x 6 - 18 M. R		16.20
80 - 2 x 4 - 12 M. R		11.52
4 - 4 x 4 - 18 M. R		2.16
250 L. Ft 7/8 x 12 M. D		11.25
250 L. Ft 7/8 x 10 M. D		8.04
732 B. Ft prime heart sized		21.96
1600 ft. flooring		48.00
1200 ft sheathing		21.60
		<u>\$270.15</u>

Personally appeared before me L. Koof a Notary Public in and for the City of Portsmouth, Va., Paul E. Hanbury, who being duly sworn says he is Sec^y & Treas. of the Portsmouth Retail Lumber Corporation of Portsmouth, Va. that the above account is taken from the books of the Corporation and is just and correct to the best of his knowledge and belief; that on Dec. 4th, 1912 Barbour & Rodgers gave said Corporation an order for said amount \$270.15 on the School Board, of which the following is an exact copy and the original of same was forwarded to Mr. A. G. Darden, Clerk of School Board, Drivers, Va in Dec. 4th, 1912 by registered mail.

COPY OF ORDER

"For valuable consideration, we hereby assign to Portsmouth Retail Lumber Corporation out of funds now due us or which may hereafter become due us for the construction of a School Building at Drivers, Va the sum of Two Hundred Seventy & 15/100 Dollars" (\$270.15)"

"Yours truly

"Barbour & Rodgers"

"By W.C. Rodgers"

"To Mr. A.G. Darden

"Clerk School Board

"Drivers, Va"

Paul E. Hanbury

Sworn to and subscribed before me this 11th day April 1913.

L. Koof

Notary Public

My commission expires

Nov 22^d 1913

BARBOUR & RODGERS
PRACTICAL BUILDERS and CONTRACTORS
OFFICE, 239 ARCADE BUILDING
NORFOLK, VA.

Dec 24th 1912

For valuable consideration we hereby assign
to Portsmouth Retail Lbr Corporation, out of
funds now due us or which may hereafter
become due us for the construction of a
school building at Drives. Va. the sum of
Two Thousand Seven Hundred & 15/100 - Dollars (#270¹⁵/₁₀₀)
yours very truly

To Mr A. G. Darden
Clerk to School Board
Drives. Va.

Barbour & Rodgers
By W. C. Rodgers

Allowed for \$44.⁰⁰

Portsmouth Retail Lumber Corporation

Rough and Dressed

LUMBER

Shingles, Laths, Etc.

Planing Mill, Builders' Supplies, Mouldings, Brackets and Turned Work

CORNER HIGH AND CHESTNUT STREETS

Bell Telephones 1071 and 1072

Portsmouth, Va.

~~Dec. 4th, 1912~~
Dec. 4th, 1912

Mr. A. G. ~~Dzaden~~,
Drivers, Va.

Dear Sir:-

We enclose herewith order of assignment from Barbour & Rodgers for Two Hundred Seventy 15/100 Dollars, which we will thank you to save out of the amount due them, and mail us check for same. They tell us that they have been unable to pay us on account of the unfortunate difficulty in which they have had in securing the stair treads which has accounted for our payments being held up. If you desire to know anything as to our reliability we would refer you to Mr. John G. Eberwine,

Yours very truly

PORTSMOUTH RETAIL LUMBER CORP.

By Paul E. Hanbury

OK B + R

Portsmouth Retail Lumber Corp.

Open acct. \$270.15

Allowed for \$44.

Order given Dec 4. 1912 ✓

In form, an assignment, but
directed to school Board clerk.

~~Shelby Hill School Board~~

~~Bartham & Rodgers~~

~~Excluded Accounts~~

PHONE 4034

ERNEST H. MEEKS ELECTRICAL CO.

INCORPORATED

"EVERYTHING ELECTRICAL"

COR. PLUME AND RANDOLPH STS.

ELECTRICAL CONSTRUCTION AND REPAIRING IN ALL BRANCHES.
MOTORS, ELECTRIC SIGNS, ELECTRIC HEATING AND COOKING
APPLIANCES, ELECTRIC FIXTURES AND SUPPLIES
THEATRICAL STAGE LIGHTING AND EFFECTS

MEMBER
NATIONAL ELECTRICAL
CONTRACTORS' ASSOCIATION

AGENCY:
ROBBINS & MYERS CO., "STANDARD"
MOTORS, CEILING AND DESK FANS

NORFOLK, VA., Dec. 10. 1912.

Mr. A. G. Darden, Clerk.

Agricultural School Board.

Drivers, Va.

Dear Sir:-

Please pay to the order of ERNEST H. MEEKS ELECTRICAL CO.
Inc. the sum of One Hundred and 50/100 Dollars (\$100.50) out of
funds that are now due us or may become due out of contract and
extras for work done for the Agricultural School Building, Drivers,
Va. by us.

Yours truly,

Barbours & Rodgers
By W. C. Rodgers

Copy

OK by B. H.

PHONE 4034

ERNEST H. MEEKS ELECTRICAL CO.

INCORPORATED

"EVERYTHING ELECTRICAL"

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THEATRICAL STAGE LIGHTING AND EFFECTS

AGENCY:
ROBBINS & MYERS Co., "STANDARD"
MOTORS, CEILING AND DESK FANS

MEMBER
NATIONAL ELECTRICAL
CONTRACTORS' ASSOCIATION

NORFOLK, VA., Dec. 10. 1912.

Mr. A. G. Darden, Clerk of the Board.

Agricultural High School.

Drivers, Va.

Dear Sir:-

We are enclosing an order on you for \$100.50 from Barbour and Rodgers who claim that you are still due them a considerable amount on your building.

Will you please do us the courtesy of letting us know at once just how matters stand between you and the Barbour & Rodgers people and if you are due them the money when can we expect to get it from your people.

This money is due us by them for work done on your building and covers a note that we had discounted at the Citizens Bank of Norfolk and which they were unable to take care of yesterday when it matured and they had to renew it and we would not do so without the order which we had them give us.

We are retaining the original order and are sending you a copy which we had them execute.

Any information you may give us concerning these peoples

ALL AGREEMENTS ARE CONTIGENT ON FIRES, STRIKES, ACCIDENTS OR OTHER UNAVOIDABLE OCCURRENCES.

ALL QUOTATIONS ARE SUBJECT TO IMMEDIATE ACCEPTANCE.

ERNEST H. MEEKS, PREST.

EDGAR T. MEEKS, SECTY. & TREAS.

JNO. J. COLLINS, VICE-PREST.

PHONE 4034

ERNEST H. MEEKS ELECTRICAL CO.

—INCORPORATED—

"EVERYTHING ELECTRICAL"
COR. PLUME AND RANDOLPH STS.

ELECTRICAL CONSTRUCTION AND REPAIRING IN ALL BRANCHES.
MOTORS, ELECTRIC SIGNS, ELECTRIC HEATING AND COOKING
APPLIANCES, ELECTRIC FIXTURES AND SUPPLIES
THEATRICAL STAGE LIGHTING AND EFFECTS

AGENCY:
ROBBINS & MYERS CO., "STANDARD"
MOTORS, CEILING AND DESK FANS

MEMBER
NATIONAL ELECTRICAL
CONTRACTORS' ASSOCIATION

NORFOLK, VA.,

connection with you will be appreciated.

Thanking you, we are,

Yours truly,

ERNEST H. MEEKS ELECTRICAL CO. INC.

ETM/E

per *E. H. Meeks*

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PHONE 4034

ERNEST H. MEEKS ELECTRICAL CO.

INCORPORATED

"EVERYTHING ELECTRICAL"

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ELECTRICAL CONSTRUCTION AND REPAIRING IN ALL BRANCHES.
MOTORS, ELECTRIC SIGNS, ELECTRIC HEATING AND COOKING
APPLIANCES, ELECTRIC FIXTURES AND SUPPLIES
THEATRICAL STAGE LIGHTING AND EFFECTS

AGENCY:

ROBBINS & MYERS Co., "STANDARD"
MOTORS, CEILING AND DESK FANS

MEMBER
NATIONAL ELECTRICAL
CONTRACTORS' ASSOCIATION

NORFOLK, VA., May 3, 1913.

Mr. James G. Martin,

Law Building,

Norfolk, Va.

Dear Sir:-

We are returning you Mr. Kilby's letter and also enclosing itemized statement of our account against Barbour & Rodgers Co., and wish to inform you that it is impossible for any of the labor and material mentioned by Mr. Kilby to have been put anywhere other than in the Agricultural High School, Driver, Virginia, as that is the only job we ever did for those people.

You will note that the original contract was \$241.00 and there is an item of \$8.80 for 110 ft. of 3/4" conduit which was used up at this School for some purpose other than electric wiring by the Barbour & Rodgers Co. They instructed us to charge this up to their account as it had been taken from our material and used up by them.

The balance of the charges are made up of discounts paid by us at different times for them, and as you will note by examining the statement the account was balanced on December 10th 1912, by their giving us a note for \$100.50 and an order on the Agricultural

ALL AGREEMENTS ARE CONTINGENT ON FIRES, STRIKES, ACCIDENTS OR OTHER UNAVOIDABLE OCCURRENCES.

ALL QUOTATIONS ARE SUBJECT TO IMMEDIATE ACCEPTANCE.

PHONE 4034

ERNEST H. MEEKS ELECTRICAL CO.

INCORPORATED

"EVERYTHING ELECTRICAL"

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MOTORS, ELECTRIC SIGNS, ELECTRIC HEATING AND COOKING
APPLIANCES, ELECTRIC FIXTURES AND SUPPLIES
THEATRICAL STAGE LIGHTING AND EFFECTS

MEMBER
NATIONAL ELECTRICAL
CONTRACTORS' ASSOCIATION

AGENCY:

ROBBINS & MYERS CO., "STANDARD"
MOTORS, CEILING AND DESK FANS

NORFOLK, VA., May 3, 1913.

High School for that amount, both of which are now in your possession. After their failure of taking care of the note for \$100.50, and our allowing them to renew it three times, for which you will note discounts are charged, we had to take up the note and charge it back to their account.

Yours very truly,

ERNEST H. MEEKS ELECTRICAL CO. INC.

per *[Signature]*

ETM/D

JAMES G. MARTIN
ATTORNEY AND COUNSELOR AT LAW
ADDRESS 328 & 329 LAW BUILDING
NORFOLK, VIRGINIA
PHONES: OFFICE 1487; RESIDENCE 4571

May 6, 1913.

Mr. Bradford Kilby,
Commissioner in Chancery,
Suffolk, Va.

Dear Sir:

Please find enclosed affidavit in the Meeks claim on the
School, as requested by your letter, and also a letter to me from
Meeks Company, speaking for itself.

Very truly,

James G. Martin.

Enc.-2

M/W

JAMES G. MARTIN
ATTORNEY AND COUNSELOR AT LAW
ADDRESS 328 & 329 LAW BUILDING
NORFOLK, VIRGINIA
PHONES: OFFICE 1487; RESIDENCE 4571

May 1, 1913.

Commissioner in Chancery Kilby,
Suffolk, Va.

Dear Sir:

Regarding a petition of Ernest H. Meeks Electrical Company in the Sleepy Hole School case, as to which I mailed you a certain not^e yesterday, I am mailing you another note for the same amount, representing the same money, so it ought not to be added to the old one, but you might want to have the new one before you.

M/W

Very truly,

James G. Martin.

50
\$100 50

nph
SUFFOLK, VA.,

March 8

1913

One month

days after date we promise to pay, without offset, unto

E. H. Meeks Co. Inc.

or order, negotiable and payable at the

^{Attorneys}
~~Farmers~~ Bank of Nansemond,
^{Suffolk}
SUFFOLK, VIRGINIA

One Hundred & 50/100

DOLLARS,

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

253112

Barbara S. Rogers
By W. E. Rogers

Receipt

Ernest H. Meeks

ERNEST H. MEEKS ELECTRICAL CO., INC.

For Edgar J Meeks

SECTY. & TREAS.



55
C \$100 ⁵⁰/₁₀₀ Norfolk Va JAN 8 1913 191

Thirty, 30 days after date we promise to pay
ERNEST H. MEEKS ELECTRICAL CO., INC. or order, without offset,
One hundred & 50/100 — Dollars

Negotiable and payable at the First Citizens Bank
Value received. The drawer and endorser of this note hereby waive the benefit
of Mass homestead exemption as to this debt



AP

Due

7/13

N York

Born W. C. Hodges
By W. C. Hodges

The Norfolk Stationery Co. Inc. Norfolk Va.

Ernest H. Weeks



ERNEST H. WEEKS ELECTRICAL CO., Inc.

Edgar Weeks

ROBERTY, & THOMAS

554

JAMES G. MARTIN
ATTORNEY AND COUNSELOR AT LAW
ADDRESS 328 & 329 LAW BUILDING
NORFOLK, VIRGINIA
PHONES: OFFICE 1487; RESIDENCE 4571

April 30, 1913.

Commissioner in Chancery Kilby,
Suffolk, Va.

Dear Sir:

In the case of the Contractors Supply Company, Incorporated
v. the School Board of Sleepy Hole, etc., in which petition has
been filed by Ernest H. Meeks Electrical Company, Incorporated, I
enclose note for \$100.50 made by Barbour & Rogers payable to
order of Ernest H. Meeks Electrical Company, as I believe the
reference will be before you tomorrow, which I do not expect to
attend in person. I shall be obliged if you will show this letter
and note to the various counsel and parties present, and allow
the same, and if there is any objection thereto, notify me, so
that I can take up the matter.

Very truly,

James G. Martin

Enc.

M/W

May 3 1913

Garbont Rodgers
for Agricultural High School

W. T. BARRON & CO., NORFOLK

To Balance Rendered,

To Mdse. as per Bill Rendered,

Jan 1 To wiring Agr. High School as per contract 241 00

Sept 1 To 110 ft 3/4" conduit used at Agr. High School by you and ordered chgd to you etc

This was our property 8 80 x not allowed

July 29 To Cash. disct 75

Sept 10 " " " 77

Dec 10 " " " 50

" 10 " note protested 76 14

327 96

credits.

July 26 To 30 day note 150 00

Aug 5 By Cash (disct) 75

Sept 10 " note 75 00

Dec 10 " 30 day note 100 50

" 10 " Expense plastering 171 327 96

1913

Jan 8 To Cash disct 55

Febr 7 " " " 55

Mch 10 " " " 50

Apr 8 " note unpaid

and taken up by us

100 50

102 10

VIRGINIA:

City of Norfolk, to-wit:

This day E. T. Meeks, agent for Ernest H. Meeks Electrical Company, Incorporated, appeared before the undersigned in said City, and made oath that the attached statement is a true account of the matters between said Electrical Company and Barbour & Rogers; and that all the labor and material furnished relative to said account was for use on the Agricultural High School at Driver, Virginia, and that at least one hundred dollars and fifty cents(\$100.50) is due to said Company from said Barbour & Rogers.

Mary B. Feild

Notary Public in and for

the City of Norfolk in

the State of Virginia.

*My commission expires
July 7, 1966.*

May 19, 1913.

Mr. James G. Martin,
328 Law Building,
Norfolk, Va.

Dear Sirs:-

Barbour and Rodgers both testified that the conduit representing item of \$8.80 in the bill of Weeks Electrical Co. was used by them in the construction of store of James E. Jordan at Drivers, Va. Unless this testimony is contradicted, I shall have to reduce said bill by that amount, so far as making the School Board liable for same.

Yours very truly,

E. A. Meeks Electrical Co.

Made for \$100.50

Received for \$91.70

Order o. School Board ✓

Dated Dec. 10. 1912

C. L. Folk Co.

Hardware extras over \$100.

.80
14 10
30
40
52
1.20
2.00
13.00
13.00
15.60
7.20
2.00
14.40
2.80
40
75
75
3.20
70
2.10

95.22

60.

155.22

55.22
33.00

288.22

200.00
88.22

111.78

Mrs A.B. Darden
Clerk School Bldg.
Durham N.C.

Aug. 28-1912

Dear Sir:-

Please pay E.L. Felt Co. Inc. Their
bill to date, not exceeding \$2000⁰⁰. out of
next two payments, on Durham School Bldg.

Barbara Rodgers
By W.C. Rodgers

Duffack Va Sep 13th 1912

TO THE SCHOOL BOARD OF SLEEPY HOLE DISTRICT, NANSEMOND COUNTY,
VIRGINIA.

Drivers, Va.

Dear Sirs;--

Please take notice that D. B. Barbour and W. C. Rodgers, partners trading as Barbour and Rodgers, general contractors of Norfolk, Virginia, have placed an order with us and we have furnished them lime, cement, nails, sash, doors, inside finishings for doors and windows, locks, hinges and other similar building material amounting to \$2071.62, which material was used in the construction of the New High School building at Drivers, Virginia. the contract for which was recently awarded to the aforesaid Barbour and Rodgers.

You are hereby notified that the undersigned sub-contractors of the aforesaid Barbour and Rodgers look to your school board for payment in accordance with Code of Virginia section 2479 made and provided and you are notified as agents or trustees for the said town of Drivers, Nansemond county Virginia, or the school board for that district.

Please acknowledge receipt of this notice by signing the enclosed copy and returning same to us.

*Given under our hands this
the 13th day of September 1912.*

E. J. Tack Co Inc B. J. Hammons Trust
sub-contractors. *accy*

I, A. G. Darden, whos name is signed below, hereby accept service
of this notice.

To the School Board of Sleepy Hole District, No. 5.

Compared of A. B. Dorem, Jno E. Brown and J. L. Band

You are hereby notified that we have furnished to D. B. Barbour and W. C. Rodgers, partners, trading as Barbour and Rodgers, the following building material which was used in the construction of the new High School Building at Drivers, Virginia, and we therefore look to you for payment under the Code of Virginia, Section 2479.

Barbour and Rodgers,

to

E. L. Folk Co., ^(Incorporated) Dr.

1911.

Dec. 27,	To	4 Kegs 20d. wire nails	\$	7.92
		4 " 10 d. " "		8.12
		4 " 8d. " "		8.32
1912.		20 Bbls. lime		17.00
Feb. 19,	"	1 Saw set		.50
" 22,		26 Window frames		156.00
		4 Door frames		24.00
Mar. 1,	"	150 Bags Port Cement		75.00
Apr. 3,		1 Keg 10d. fine nails		2.25
		1 Keg 8d. fine nails		2.35
		1 Keg 6d. fine nails		2.45
May 10,	"	5 Kegs 8d. fine nails @ \$2.08		10.40
		3 Kegs 10d. fine nails " 2.03		6.09
		3 Kegs 20d. fine nails " 1.98		5.94
		1 Car Bit		.70
		1 Car Bit		.75
		1 Doz. Files		.85
" 20,		50 Lbs. Galv. Slate nails		3.50
July 9,		1- 5 gal. can		.60
		1- 1 " "		.15
		1- 10 " "		.85
10,		1 Lot Brushes		4.45
12,		1 Paint Estimate <i>adjusted see last page</i>	*	139.35



Aug. 17,	To	100 ft. 7/8 x 7 1/2 Base	+ short	\$ 5.00	h
" 19,		204 " Moulding	+ wrong order	15.84	
" 24,		450 " Base	+ short	28.50	
		100 " "	".03	5.00	
29,		4 Windows 3-6 x 9-2 "	6.00 not furnished ^{no extras}	24.00	can \$33
Sept. 4,		14 Sheets of Tin		1.40	
		12 -6 Lb. Sash Wts.	no extras.	1.00	can \$33
6,		2 Kegs 8d cut nails		4.20	
		2 Gross 1 1/4 # 14 Scs.	+	.70	
9,		2 Florentine Glass 7 5/8 x 12 1/2		.30	
		1 " " 7 5/8 x 10 1/2		.15	
		5 Double " 14 x 25 1/2		1.25	
		3 " " 15 x 23 3/8		.90	
		2 " " 44 x 51 3/4		6.00	
		5 " " 7 5/8 x 12 1/2		.24	
		12 Lbs. Putty		.48	
		1 Pkg. # 3 Points		.10	
" 20,	h	47 Prs. 4 x 4 Brass Butts.		14.10	
		1 Doors 3 x 7 - 5x Panel		8.50	
30,	h	2 Dead Locks		.50	
Oct. 8,		6 -16 Lbs. Sash Wts.		1.44	
Oct. 31,		5 Gal. Raw Oil		4.00	
		6 " # 57 Paint		12.00	
		2 " C.W. Norwood		3.00	
		1 -5 Gal. Can		.60	
	h	4 - 1" Galv. Nlts		.40	
	h	4 - 1" " Tees		.52	
	h	8 - 1" Post Irons		.80	
		8 Pieces. 1" Galv. Pipe	47 "50	4.00	
		4 " " " "	15 " 25	1.00	
		4 " " " "	17 " 25	1.00	
	h	24 Door Pulls and Scs.		1.20	
	h	4 Locks		2.00	
		Frt. to Deans		.25	

July 24,	To	1 Sash Estimate		\$ 700.00
		1 Trim and etc., Estimate		882.50
		1 Hand Saw		2.00
25,		1 Extra Door Frame Basement <i>no extra</i>	X	2.00
		1 " " 2/6 x 6/6 <i>no extra</i>	X	1.75
		Frt. on Wts. to Suffolk		5.63
Aug. 1,	h	2- 8 Sing. Pat. Blocks		1.50
	h	1 -8 Double " "		1.50
	h	1 -8 " Com. "		1.25
		2 Wire Brushes		1.20
Aug. 5,	h	26 Casement Top Chain Bolts @ .50		13.00
	h	26 " Bot. " " @ .50		13.00
	h	52 Pr. Window Butts and Secs. @ .30		15.60
	h	144 Flush Sash Lifts @ .05		7.20
	h	1 Front Door Lock		2.00
	h	24 Lock Sets @ .60		14.40
	h	8 Transom Lifts		2.80
	h	8 Sets Transom Center Bolts		.40
	h	1 Front Chain Bolt		.75
	h	1 Front Bot. "		.75
	h ?	64 Sash Locks @ .05		3.20
Aug. 7,	To	1 Pocket Rule		.35
" 14,	h	7 Prs. 3x3 Butts		.70
		13 Lbs. Sash Cord		3.90
		2 T. C. Thimbles		.30
	h	2 Pkgs. Brads		.20
		Cash		.25
" 17,	h	2 -18 Lbs. Wts. @ .27		.54
		2 -17 " " @ .25		.50
		4 -19 " " " .30		1.20
		4 -20 " " " .30		1.20
		2 -21 " " " .35		.60
		4 -14 " " " .21		.84
		16 Boards 1x12 -16 -255 ft.		10.24

amount brought forward	\$2311.50
Mar. 19, By Check	\$ 163.05
Work on Frames	10.00
Aug. 14, <i>vh</i> 7 Prs. 4x4 Buttons	2.10
Cr., By Corrections and errors	33.33
	\$2311.50
Total credits	\$208.48

Balance now due	\$2102.82
	<u>970</u>
	\$2093.12

STATE OF VIRGINIA,
County of Hansemond, to-wit: *E. L. Folk Co. Incorporated*
by *C. O. Harrell, V. P.*

I, T. J. Eley, a Notary Public of and for the County afore-
said do hereby certify that C. O. Harrell personally appeared
before me and made oath that he is the duly authorized ~~agent~~ *agent* of
E. L. Folk Company, Incorporated, and that the amount of Two thou-
sand one hundred and two dollars and eighty-two cents (\$2102.82)
as shown above is justly due and owing to E. L. Folk Company In-
corporated.

My commission expires on the 17th day of
November, 1915.

T. J. Eley M.P.

Given under my hand this fifth day of December 1912.

A copy
J. D. Rant

C. L. Folk Co. Inc

Open Acct

\$2071.62

Allowed for

Order for \$2000. dated Aug. 28. 1912

Notice under 2471 dated

Sept 13. 1912.

PREPARED TO TAKE CON-
TRACTS ANYWHERE IN
THE UNITED STATES

BELL PHONE 5420

BARBOUR & RODGERS
PRACTICAL BUILDERS and CONTRACTORS
OFFICE, 239 ARCADE BUILDING
NORFOLK, VA.

Sept. 30, 1912.

Mr. A. G. Darden, Chairman,
Drivers, Va.

Dear Sir:-

We hereby authorize you to pay to the
Ocean View Plumbing & Heating Co., of Ocean View
Virginia, the sum of TWO HUNDRED AND NINETY FOUR
DOLLARS AND FORTY CENTS (\$~~294.40~~) when the plumb-
ing job has been completed by the above Company
to the satisfaction of the Architect in Charge
of the Drivers High School Building.

Yours very truly,

W. B. Rodgers
Barbour & Rodgers.

OK B & R

Ocean View Heating & Plumbing Co.

\$294.40. O.K. D.B. Barlow

Notice given under 2479.

OCEAN VIEW, VA., May. 5. 1913.

Messrs Barbour & Rodgers

IN ACCOUNT WITH

Ocean View Plumbing and Heating Co.

Plumbing and Heating Contractors

AGENTS FOR
IMPROVED
"NEW PROCESS"
GASOLINE RANGES
PAINT BRUSHES

Estimates Furnished on Out of Town Work

HARDWARE
HEATING STOVES
RANGES
BLACK & GALVANIZED
PIPE
COOKING UTENSILS
PAINTS AND OILS

Mar 30. 1912. To Contract Plumbing Work on School

Building Drivers Va

700 00

Total Credits to date

405 60.

By balance due on Contract to date

294.40.

STATE OF VIRGINIA)
CITY OF NORFOLK) TO-WIT:

This day before me, H. H. Riddleberger, a Notary Public in and for the City and State aforesaid, whose commission expires on the 29th day of March, 1915, personally appeared Frank A. Waterman, who being duly sworn deposes and says that he is in the plumbing business and trades under the name of the Ocean View Plumbing & Heating Company, and that D. B. Barbour and W. C. Rogers, contractors, trading as Barbour & Rogers, are indebted to him in the sum of Two Hundred and Ninety Four Dollars and Forty Cents, the same being balance due on contract for plumbing work done on the High School Building at Divers, Virginia, and that the attached account showing such indebtedness is correct.

Subscribed & sworn to before me this 6th day of May, 1913

H. H. Riddleberger
NOTARY PUBLIC.

Ocean View Plumbing Co.

\$294.40

AGENTS FOR
SUN LIGHT GAS MACHINE
GAS RANGES AND LIGHTS
COMPLETE GAS PLANTS
INSTALLED
WRITE OR ASK FOR PRICES

Ocean View Plumbing and Heating Co.

Plumbing and Heating Contractors

Estimates Furnished on Out of Town Work

HARDWARE
HEATING STOVES
RANGES
BL'K & GALVANIZED PIPE
COOKING UTENSILS
PAINTS AND OILS

OCEAN VIEW, VA. Dec. 23. 1912.

191

Mr A.G.Darden.

Drivers Va.

Dear Sir;

enclosed please find duplicate Order for ammount due us by Barbour and Rodgers on Plumbing Contract on School Building Drivers Va. We have been expecting this Check for some time past but it seems to be slow comeing. we see no reason why your Board could not mail us A Check for the balance due on our Plumbing Contract. with Barbour & Rodgers.

We would also like to have A Check for Gasolene Range, hoping to here from you by return Mail We are Respectfully Yours.

Ocean View Plumbing & Heating Co;

By

Frank A. Waterman
Manager.

Norfolk Va. Sept. 28th. 1912.

Mr A.G.Darden. Chairman,
Public School Board,
Drivers Va.

Dear Sir.

We hereby authorizi you to
pay to the Ocean View Plumbing & Heating Co,
of Ocean View Va. the sum of Two Hundred and Ninty
Six Dollars and Twanty Cents, (296.20). when the Plumbing Job
has been completed by the above Company
to the satisfaction of the Architect in charge
of the Drivers School Building.
thanking you for this favor we are

Respectfully Yours

Barbour & Rodgers Gen Contractors.

By Rodgers.

Duplicate.

Ocean View Plumbing & Heating
Co.

Open acct. \$ 244.40

Order dated Sept 30 1912^L