

1927-005
Nansemond Co (Suffolk) Chancery Causes: W.R. Womble vs E. S. Norfleet

Fisher, Howell, Cowling, Duke, March, Holland, Askew,
Wright

OVERSIZE
Box 3
- 1 PLAT

Hugh v. Holland, L. 9

H. R. Wondte

to

G. S. Wondte

Sept 1850

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA:

W.R. Womble.....Complainant
vs) Memorandum
E.S. Norfleet.....Defendant

To George E. Bunting, Clerk of said Court:

Please summon defendant for complainant to
Second February (1925) Rules, in Chancery.

Hugh J. Holland
p.q.

Deposit \$10.00

Rule Notes

Feb. 10, 1925; Process issued, returnable to February Rules, Third Monday, 1925

Feb. 14, 1925 Process returned & executed, but filed &
decreed in vi.

Mar. 2, 1925 Decree in vi confirmed & cause
set for hearing

W.R. Womble.....Complainant

vs) Memorandum

E.S. Morfleet.....Defendant

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

CHANCERY SUMMONS

The Commonwealth of Virginia.

TO THE SHERIFF OF NANSEMOND COUNTY---GREETING:

You are Hereby Commanded to Summon E.S. Norfleet

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, 1925, to answer

Bill in Chancery, exhibited against him

in the said Court by W.R. Womble

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this 10th day of
February, 1925, in the 139th year of the Commonwealth.

~~A Copy~~ Teste:

Clerk

Teste:

Clerk

Executed this 12 day of February, 1925 by delivering a true copy of the with-
in process to E. S. Norfleet in person at
Nansemond County Va
Nansemond County Va E. S. Norfleet Sheriff of
13 J. E. Haynes Deputy Sheriff
in person, in the County of Nansemond, State of Virginia.

Sheriff

Hugh L. Holland p. q.

W. R. Womble

vs. } In Chancery

E. S. Norfleet

1925

February Rules

Third Monday.

NANSEMOND COUNTY COURT,

Process Book, No. 3

Page

W. R. Womble.....Complainant

vs. ORDER

E. S. Norfleet.....Defendant

On motion of the defendant, E. S. Norfleet, it is
adjudged, ordered and decreed that the said E. S. Norfleet,
defendant is allowed to file his answer to the bill of
complaint in said cause, ~~within _____ days from the date~~
~~of the entering of this order.~~ *and the same is accordingly*
this day filed.

IN THE CIRCUIT COURT OF
NANSEMOND COUNTY, VIRGINIA

W. R. Womble

vs. ORDER

E. S. Norfleet

Enter 11th day of May, 1925.

Far L. M. Moore

Entered May 11, 1925,

Chancery Order Book

Number 5, page 544

NOTICE OF TAKING DEPOSITIONS:

TO E.S. NORFLEET:

Take notice that on the 8th day of April, 1925, at the office of Hugh L. Holland, Attorney at Law, 200 American Bank & Trust Company Building, Suffolk, Virginia, **between** the hours of 10:00 A.M. and 5:00 P.M. of that date, before a Notary Public, I shall proceed to take the depositions of witnesses to be read as evidence in my behalf in a certain suit in equity, pending in the Circuit Court of Nansemond County, Virginia, in which I am complainant, and you, the defendant, and if from any cause, the taking of the said depositions be not commenced, or if commenced, be not concluded on that date, the taking thereof will be adjourned from day to day or time to time at the same place and at the same hours until the same shall be completed.

W.R. WOMBLE

BY

Hugh L. Holland
~~is attorney~~
and James H. Corbitt
by *Hugh L. Holland*
his attorneys

Person 29

W.R. Womble.....Complainant
vs) Notice of taking depositions
E.S. Norfleet....Defendant

Executed March 30 1925 -
by delivering a true copy of
within notice to
E.S. Norfleet in person
in Nansemond Co. Va.
E.B. Rawles Sheriff

Recd. 3-31-25
G.B. Rimbey
Clerk

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

Shuffert

S. E. EVERETT
ATTORNEY AT LAW
SUFFOLK, VA.

C O P Y

December 11th, 1923.

Mr. W. R. Womble,
R. F. D.,
Holland, Va.

Dear Sir:-

In order that you may feel safe about what we have talked over and are undertaking to do, I am giving you this letter so as to bind both of us in case of death.

Mr. Clarence Fisher has agreed to sell me eighty (80) acres of land, known as a part of the Drake Farm, once owned by me and sold to Mr. Fisher. On account of some liens to be released on said property, there has been some delay in getting a deed to the same, with all of which facts you are thoroughly familiar.

I have agreed, and hereby bind myself to sell said property, as soon as the title comes to me, to you for the sum of Four Thousand (\$4,000.00) Dollars, and you are to give me a deed of trust on said property for the \$4,000.00, evidenced by fifteen (15) notes, of \$266.67 each, with interest from date, payable to me the first day of January, 1925, and one each year thereafter until the last note is paid.

I have this expressed clearly, according to our understanding and have signed the original for you to hold, which you will also please sign, also sign copy I am mailing you.

Very truly yours,

E. S. Taylor

I accept the above as satisfactory and bind myself to the terms set out above.

W R Womble

Exhibit 10

S. E. EVERETT
ATTORNEY AT LAW
SUFFOLK, VA.

January 30th, 1924.

Mr. Clarence Fisher,
R. F. D. 1, Holland, Va.

Dear Mr. Fisher:-

Mr. W. R. Womble and Mr. E. S. Norfleet are now in my office and I have put to them the proposition you wrote in your letter to me, and Mr. Womble has agreed to pay Mr. Norfleet the interest on his deed of trust, held on the farm, for the year 1924, as rent for the place, which amount is \$349.50.

This is done with the understanding, however, that Mr. Womble hold the same land he held last year.

Of course you understand that surveying and agreeing to buy etc. would not change Mr. Womble's land and he is agreeing to occupy the land he held last year and with this understanding will pay the rent of \$349.50 to Mr. Norfleet instead of to you.

In order to have this on file I would like for you to sign at the bottom of this letter under the signatures of Mr. Womble and Mr. Norfleet, who have signed under the word "accept".

I am returning copy for you to keep and you return this to me, and give Mr. Womble one.

I would suggest that you make no suggestions different from this, because this looks like it will put you by for twelve months more, at which time you may be able to take care of the situation.

Very truly yours,

To accept:

W R Womble
Clarence Fisher

Jan 9 - 1925

Received of W. R. Womble
in full up to date
\$3 49-^{cts} 50 for Rent of
land and outress for 1924.

E. V. Koffert
Clarence Fisher

Exhibit B

Holland Va. PAZ

Feb 2- 1925-

Mr E S Proffert
Holland Va

Dear sir

recievd yours Jan 26
in regards to the stable
manure I have a contract
to move my wire and manure
any time I see fit to do so
the manure I moved away
I raised that manure
with feed that was not
grown on the Fishers
farm and I did not
get one straw off

Fishers land and I
 dont feel like I have
 done any thing wrong
 I have the manure
 and I mixed it up
 with Kamit as I found
 it home. I have it
 and it is mine I worked
 for it and I am
 going to keep it
 yours Respectly

W R Worreble



Mr E. S. Moffet
Holland

U.S.

$$\begin{array}{r}
 520 \\
 20 \\
 \hline
 1040 \\
 260 \\
 \hline
 1300
 \end{array}$$

$$\begin{array}{r}
 186 \\
 300 \\
 \hline
 300
 \end{array}$$

$$\begin{array}{r}
 91 \\
 30 \\
 \hline
 278 \\
 48 \\
 \hline
 326
 \end{array}$$

BANK OF HOLLAND, INC.

68-373
HOLLAND, VA.

No. Exhibit #

HOLLAND, VA. Jan 9 1925

Pay to the order of E. S. Norflitt \$ 200.00

Two Hundred ————— Dollars

For for Rent and interest. W P Wornble

End. Toylent

7432
6410

Exhibit 4

BANK OF HOLLAND, INC.

HOLLAND, VA. 68-373

No. _____

HOLLAND, VA. *Jan 9* 192*5*

Pay to the
order of

E. S. Moffett

\$ *149.50*

one hundred forty nine ^{*50*}/_{*100*} **Dollars**

For

*for rent
and interest*

W R Wossile

E. S. Hoyt

1432
5410

C P Y

December 11th, 1923.

"Exhibit A"

Mr. W.R. Womble,
R.F.D.,
Holland, Va.

Dear Sir:-

In order that you may feel safe about what we have talked over and are undertaking to do, I am giving you this letter so as to bind both of us in case of death.

Mr. Clarence Fisher has agreed to sell me eighty (80) acres of land, known as a part of the Drake Farm, once owned by me and sold to Mr. Fisher. On account of some liens to be released on said property, there has been some delay in getting a deed to the same, with all of which facts you are thoroughly familiar.

I have agreed, and hereby bind myself to sell said property, as soon as the title comes to me, to you for the sum of Four Thousand(\$4,000.00) Dollars, and you are to give me a deed of trust on said property for the \$4,000.00, evidenced by fifteen (15) notes, of \$266.67 each, with interest from date, payable to me the first day of January, 1925, and one each year thereafter until the last note is paid.

I have this expressed clearly, according to our understanding and have signed the original for you to hold, which you will also please sign, also sign copy I am mailing you.

Very truly yours,

(Signed) E.S. Norfleet

I accept the above as satisfactory and bind myself to the terms set out above.

(Signed) W.R. Womble

January 30, 1924,

Mr. Clarence Fisher,
R.F.D. 1, Holland, Va.

"Exhibit B"

Dear Mr. Fisher:-

Mr. W. R. Womble and Mr. E. S. Norfleet are now in my office and I have put to them the proposition you wrote in your letter to me, and Mr. Womble has agreed to pay Mr. Norfleet the interest on his deed of trust, held on the farm, for the year 1924, as rent for the place, which amount is \$349.50.

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I am returning copy for you to keep and and return this to me, and give Mr. Womble one.

I would suggest that you make no suggestions different from this, because this looks like it will put you by for twelve months more, at which time you may be able to take care of the situation.

Very truly yours,

We accept:

(Signed) W. R. Womble

(Signed) E. S. Norfleet

(Signed) Clarence Fisher

WOMBLE, W.R.

WOMBLE, W.R.

WOMBLE, W.R.

WOMBLE, W.R. ...
WOMBLE, W.R. ...
WOMBLE, W.R. ...
WOMBLE, W.R. ...
WOMBLE, W.R. ...

WOMBLE, W.R. ...

WOMBLE, W.R. ...
WOMBLE, W.R. ...
WOMBLE, W.R. ...
WOMBLE, W.R. ...
WOMBLE, W.R. ...

WOMBLE, W.R. ...

WOMBLE, W.R. ... Jan 9- 1925.

Received of W.R. Womble
in full up to date \$349.50

for rent of land and intress for 1924.

(Signed) E.S. Norfleet

(Signed) Clarence Fisher.

WOMBLE, W.R.

WOMBLE, W.R.
WOMBLE, W.R.
WOMBLE, W.R.
WOMBLE, W.R.

This Deed,

Made this 10th day of January in the year
one thousand nine hundred and twenty-five between Clarence Fisher
and Ethel B. Fisher, his wife, of Nansemond County, Virginia

parties of the first part, and

E.S. Norfleet, of Nansemond County, Virginia, party of the second part—

WITNESSETH: That in consideration of the sum of One Hundred (\$100.00) Dollars, and other
considerations mentioned below

the said parties of the first part

~~XXXXX~~
Dollars

do grant unto the said
party of the second part

with GENERAL WARRANTY, all
that certain piece or parcel of land containing 270 acres, more or less, situated
in Holy Neck District, Nansemond County, Virginia, and being bounded and described as
as follows: Bounded on the North by what is known as Jones Swamp Road; on the East
by the run ^{said run} on said Jones Swamp, which separates the said land from the lands of
J.C. Rawles and John Peele; on the South by the land formerly owned by P.L. Everett
and George T. Rawlrs; on the West by the road leading from the R.C. Everett farm
to the farm of Timothy Langston, it being the same land conveyed to the said
Clarence Fisher by deed executed by John T. Fisher and wife, dated the 24th day
of November, 1922, and recorded on the 20th day of January, 1923, in the Clerk's
Office of the Circuit Court of the County of Nansemond, in Deed Book 100, page
460. The said party of the second part assumes payment of the deed of trust on
the above-described property, said deed of trust being in favor of the Federal
Land Bank of Baltimore, Baltimore, Maryland

The said parties of the first part
covenant that they have the right to convey the said land to the grantee; that they have
done no act to encumber the said land, that the grantee shall have quiet possession of the said land, free
from all encumbrances, and that they the said parties of the first part, will execute such further assurances
of the said land as may be requisite.

Witness the following signature and seal.

Clarence Fisher (SEAL)

Ethel B. Fisher (SEAL)

(SEAL)

STATE OF VIRGINIA

City of Suffolk } to-wit:

I, Sue W. Riddick a Notary Public
for the City aforesaid, in the state of Virginia, do certify that Clarence Fisher
and Ethel B. Fisher

Whose names are signed to the writing hereunto annexed, bearing date the 10th day
of January, 1925, have acknowledged the same before me in my City
aforesaid.

Given under my hand this 14th day of January 1925

Sue W. Riddick

My term of office expires on the 10th day of March 1925 Notary Public

MEMO—To be acknowledged before any officer authorized to take acknowledgments.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County
the 14th day of January 1925

This deed was presented, and, with the certificate annexed and with the requisite amount of Revenue
stamps having been annexed thereto and cancelled, admitted to record. \$5.00

TESTE:

A true copy:

Teste:

G. E. Bunting Clerk.

G. E. Bunting

By M. K. Gardner D. C.

COPY

Deed of Bargain and Sale

Clarence Fisher & wife

To

E.S.Norfleet

Admitted to record this 14th day of

January, 1925

Recorded D. B. 106 Page 384

Examined and verified.

_____, Clerk

By _____, D. C.

\$_____

Tax \$_____

Fee \$_____

\$_____

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

February 11, 1925.

Mr. George E. Bunting, Clerk,
Suffolk, Va.

Dear Sir:

In re: W.R. Womble v E.S. Norfleet

I hand you herewith bill of complaint in the
above-styled suit, which I will thank you to mark filed
for me.

Yours very truly,

Hugh L. Holland

H/D

Enc. 1

COMMONWEALTH'S ATTORNEY
FOR NANSEMOND COUNTY

S. E. EVERETT
ATTORNEY AT LAW
SUFFOLK, VA.

January 28th, 1925.

Exhibit 7

Mr. W. R. Womble,
R.F. D. 1,
Holland, Va.

Dear Sir:-

Mr. E. S. Norfleet, as you know, has purchased the Clarence Fisher farm, and he has reported to me that you have hauled the stable manure from the premises.

Of course this is in direct violation of the law and I am writing to let you know that Mr. Norfleet is requiring you to bring it back to the farm and am hereby giving you notice, if you have not mixed it in the land, not to disturb it, because Mr. Norfleet is requiring you to bring it back.

I trust you will see your error at once and correct it.

If you ask any legal advice you will find you are in the wrong and from what I know of you I think you will want to correct your mistake.

Very truly yours,

S. E. Everett.

SEE:R

Exhibit A.

Feb. 10.

Suffolk, Virginia,
~~January 10~~, 1925.

Mr. E.S. Norfleet,
Holland, Va.

Dear Sir:

I hereby tender you \$266.67 and request a deed from you for the tract of land mentioned in your agreement with me under date of December 11, 1923. You will recall this tract of land was surveyed by us and sold according to the lines. I have just been informed that you have just received a deed for this property from Mr. Clarence Fisher, and it was agreed between us that you would make me a deed for this property as soon as you received your deed from Mr. Fisher. I am now ready to make you the cash payment of \$266.67 and to execute to you a deed of trust for the remainder of the purchase price according to the terms of our agreement of December 11, 1923.

Yours very truly,

W.R. Womble

E. J. Howell
W. John Woyt

E. J. Woyt
refused to
receive this
letter from
W. R. Woyt
Feb. 10-1875
in presence of
E. J. Howell and
W. John Woyt

REPORTER'S TRANSCRIPT

VIRGINIA: IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

W. R. WOMBLE.

vs

E. S. NORFLEET.

Before

Edna Diamond, Notary.

Depositions.

Suffolk, Virginia, April 8th, 1925.

INDEX

WITNESS	DIRECT	CROSS	RE-DIRECT	RE-CROSS
E. J. Howell	2	4	4	
W. J. Norfleet	5			
John P. Cowling	6	9	14	
W. R. Womble	15	24	49	55

VIRGINIA: IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

W. R. WOMBLE,

vs

E. S. NORFLEET.

In Chancery.

Depositions of witnesses taken before Edna Diamond,
a Notary Public for the City of Suffolk, Virginia, pur-
suant to notice hereto annexed, at the Law Offices of
Mr. Hugh L. Holland, Suffolk, Virginia, April 8th, 1925,
at ten o'clock A. M., to be read as evidence on behalf
of the complainant in the above entitled cause, pending
in the Circuit Court of Nansemond County, Virginia.

---oOo---

PRESENT:

Mr. Hugh L. Holland for the complainant.

Messrs. S. E. Everett and E. H. Williams
for the defendant.

---oOo---

1 E. J. HOWELL. sworn on behalf of the complainant,
2 testified as follows:
3

4 Examined by Mr. Holland:

5 Q Please state your name, age, residence and occupation.

6 A Mine?

7 Q Yes.

8 A I am forty-seven; Holland, Virginia, Nansemond County.

9 Q Occupation?

10 A Farming.

11 Q Are you related to Mr. W. R. Womble, the plaintiff in
12 this suit?

13 A No, sir.

14 Q Please state whether you were with Mr. Womble on
15 February 10th, 1925, at a meeting between himself and
16 Mr. E. S. Norfleet; and if so, what took place between
17 these parties?

18 A I went out there with Mr. Womble.

19 Q With Mr. who?

20 A Mr. Womble, and he offered to make a payment, the
21 payment required, \$266.66.

22 Q Sixty-seven cents.

23 A Sixty-seven cents; and get his deed, which was the
24 first payment, and he refused to take it.

25 Q Did he offer to comply with the contract as to exe-
26 cuting a deed of trust and notes for the deferred payments?

A Yes, sir, he offered to give it, whatever it was, you

1

2

know.

3

MR. WILLIAMS: That question is a little
leading.

4

5

By Mr. Holland:

6

Q Did Mr. Womble take with him his contract?

7

A Yes, sir. He offered Mr. Norfleet to read that and
he didn't read it, of course.

8

9

Q Offered what?

10

A Offered to let Mr. Norfleet take that and read the
contract.

11

12

Q And Mr. Norfleet refused to read it?

13

A Yes, sir.

14

Q Did he refuse to accept the money tendered?

15

A He refused to accept it, yes, sir. He also said,
Mr. Norfleet did, that was in Fisher's day and that
didn't have anything to do with it. Mr. Norfleet will
testify to that.

16

17

Q That the contract was in Mr. Fisher's day?

18

A Yes, sir.

19

Q Did he assign any reason for refusing to carry out his
contract?

20

A That is all.

21

Q That is all he said?

22

A Yes.

23

Q He didn't deny he had executed this contract that was

24

25

26

1 mentioned there?

2 A No, sir.

3 Q You say he agreed to comply with the terms of the
4 contract in full, Mr. Womble did?

5 A Yes, sir.

6 Q And Mr. Norfleet refused?

7 A Yes.

8
9 CROSS EXAMINATION

10 By Mr. Everett:

11 Q Mr. Howell, you say that he offered him the money?

12 A Yes.

13 Q The \$266.00. How was that tendered, what kind of
14 money?

15 A Well, he didn't - he reached his hand in his pocket
16 like he was going to take out the money and give him,
17 but I didn't see any money, of course, but he said he
18 had it right in his pocket to give him.

19 Q But you never saw it?

20 A I never saw any money. I had read that letter.
21

22 REDIRECT EXAMINATION

23 By Mr. Holland:

24 Q You had read that letter before you left Holland?

25 A Yes, sir.
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Q I hand you herewith a letter from W. R. Womble to E. S. Norfleet, under date of February 10th, 1925, which original letter is now being introduced in evidence. State whether Mr. Womble offered this letter to Mr. Norfleet and whether Mr. Norfleet refused to accept it and refused to read it.

A yes, he offered him that letter. I read it at Holland once or twice anyhow, but Mr. Norfleet didn't look at it at all.

Q Did he refuse to look at it?

A Yes, sir. Of course, Mr. Norfleet is a man who tells the truth and he will say that.

NOTE: The letter is marked "Exhibit A".

By Mr. Everett:

Q There was no money in sight though when the letter was offered?

A No, sir, no money in sight.

And further this deponent saith not.

---oOo---

W. J. NORFLEET, sworn on behalf of the complainant, testified as follows:

1
2 Examined by Mr. Holland:

3 Q What is your name, age, residence and occupation?

4 A W. J. Norfleet; Holland, Virginia; farmer.

5 Q How old are you?

6 A Forty.

7 NOTE: It is agreed between counsel for the
8 complainant and counsel for the defendant,
9 with both parties to this suit being present,
10 that the testimony of W. J. Norfleet is the
11 same as that of E. J. Howell.

12 And further this deponent saith not.
13
14

15 ---oOo---

16
17
18 JOHN P. COWLING, sworn on behalf of the complainant,
19 testified as follows:

20 Examined by Mr. Holland:

21 Q Please state your name, age, residence and occupation.

22 A John P. Cowling; seventy-seven years; my occupation is
23 surveyor.

24 Q Your residence is Suffolk, Virginia, or near Suffolk?

25 A Nansemond County, about a mile north of Suffolk.

26 Q I hand you a map of a part of the J. T. Fisher farm

1 showing an area of 104½ acres. Will you please state
2 under whose direction you made this map and what was
3 said to you by Mr. E. S. Norfleet concerning the sale
4 of this tract of land to Mr. W. R. Womble?

5 A Previous to making this map before me I had made a
6 survey of the whole Norfleet farm, and I had a copy of
7 a blue print or a map of the whole farm. I was called
8 upon by Mr. Norfleet to run the dividing line and lay off
9 a small block of three or four acres, ^{as} and it seems that
10 Mr. Fisher and Mr. Norfleet could not agree on the price
11 about the disposition of the four acres, about three and
12 a half or four acres. Mr. Norfleet then requested me
13 to run a line showing how many acres to go back.
14

15 MR. EVERETT: Let me ask this while he is
16 looking at that. This is a map that was
17 made recently, last fall, was it not?

18 MR. HOLLAND: I don't know just when it was
19 made. He claims it was run by the lines.

20 MR. WILLIAMS: He took the notes and made the
21 map since, I understand.

22 By Mr. Holland:

23 Q When did you make the surveys represented by this map?

24 A Are the dates on the map? It ought to be somewhere.

25 Q If you don't know the exact date state the month and
26 year.

1 A It was 1923, and I think it was sometime about August
2 or September. It might have been in September. I
3 generally put the dates on the map, but I don't see it
4 here.

5 Q In August or September of 1923? The date is not on
6 there. I have looked it all over. Who showed you the
7 line to run this survey by?

8 A Mr. Norfleet.

9 Q What did he state was being surveyed?

10 A I think he stated that he was going to take back or
11 let Mr. Womble take back from Mr. Fisher, or let Mr.
12 Womble have a piece, a part of the farm, that Mr. Fisher,
13 it seems, could not or had not complied with the terms
14 of the sale. It seems as though he wanted to help Mr.
15 Fisher by taking back a part of the farm and selling it
16 to Mr. Womble, is what I understood.

17 Q Please state whether this map represents that part of
18 the Fisher farm which Mr. Norfleet stated he was selling
19 or had sold to W. R. Womble?

20 A It does represent the line run and marked. I marked
21 these lines the day I ran the line where he had designated
22 to suit him and Mr. Womble and Mr. Fisher. They were all
23 present and all agreed to it with the exception of a few
24 feet where a stake was placed a little east of a pine, a
25 few feet east of a pine, when I first ran it which Mr.
26

1 Norfleet objected to the stake and insisted upon making
2 the pine the corner, and I marked the pine the corner
3 under his direction.

4 Q What did Mr. Norfleet say concerning his selling this
5 land to W. R. Womble?

6 A I previously stated that, as I understood it, Mr.
7 Norfleet was selling this piece of land to Mr. Womble in
8 order to relieve Mr. Fisher of part of his indebtedness
9 or to help him to comply. He was not taking back all
10 the farm but he was going to take back a piece of it and
11 sell it to Mr. Womble. That was my understanding of the
12 matter from all the parties, and from Mr. Fisher.

13 Q Were Mr. E. S. Norfleet, Mr. Fisher and Mr. Womble
14 present at the same time when you were given that under-
15 standing?

16 A Yes, sir; Mr. Norfleet employed me to survey it and
17 he paid me the first time.

18
19 CROSS EXAMINATION

20 By Mr. Everett:

21 Q Mr. Cowling, did you make Mr. Norfleet a copy of
22 that, of the original map?

23 A Mr. Norfleet, I think, has a blue print of the whole
24 farm.

25 Q I am talking about this plat you are offering today.

26 A Mr. Norfleet never paid for any copy and he never

1 asked me for any. He simply wanted that much cut off
2 the area which I did.

3 Q I didn't ask you about the payment. I asked you if
4 Mr. Norfleet ever had a plat of this.

5 A I could not say whether he has, or not.

6 Q I will put it the other way, as I had it at first;
7 have you ever given a plat of it to him?

8 A No, sir. I can't afford to give away my work.

9 Q I don't mean if you were giving away your work, but
10 did he ever have a copy of that?

11 A Mr. Norfleet paid me for one day's work out there and
12 Mr. Fisher paid me for one day's work.

13 Q As far as you know, no plat of it has ever been in
14 Mr. Norfleet's possession; that is what I mean.

15 A I think he had a blue print. I am not positive, but
16 I think he had a blue print of the whole place.

17 Q Did you have some blue prints made?

18 A Mr. Fisher had blue prints made when I surveyed the
19 whole farm.

20 Q Then did he have blue prints made after you made this
21 survey?

22 A No, sir. I haven't made any blue prints of that.

23 Q Then Mr. Norfleet could not have had a blue print of
24 that kind?

25 A I don't know what became of the blue print as I made it
26

1 off. I think Mr. Fisher or Mr. Womble had it, or both.

2 Q A blue print of the whole farm would not be a blue
3 print of your lines that you made?

4 A No.

5 Q That is what I was getting at.

6 A A blue print of the whole farm was used to run this -
7 copy of this road line.

8 Q I understand that.

9 A And it is a fraction of a piece of land across the
10 new road here, and the blue print was used to divide the
11 whole farm from the 104 acres that Mr. Norfleet was selling
12 to Mr. Womble, or Mr. Norfleet and Mr. Fisher were selling
13 it. I could not hardly designate which one was selling
14 it.
15

16 Q I haven't asked you that at all.

17 A What?

18 Q I was not asking that because you have already been
19 over it. The blue print which you were speaking of was
20 a blue print of the whole farm?

21 A Yes, sir.

22 Q That is what I wanted to know.

23 A Yes.

24 Q Now, have you ever given a plat of that to Mr. Womble?

25 A A plat of this?

26 Q Yes.

1

2

A No, sir. I sold him this copy for him to copy from the blue print.

3

4

Q Is that Mr. Womble's plat or yours?

5

A It is Mr. Womble's.

6

Q Then he paid you for that plat?

7

A Yes, he paid me for it.

8

Q Have you ever given Mr. Fisher a plat?

9

A I just told you previously that I think Mr. Fisher had the blue print that this was copied from.

10

11

Q I understand that, but you understand about the plat that was paid for, and I am still asking you if you ever gave Mr. Fisher a plat of that?

12

13

14

A I didn't give him a plat on tracing. I didn't need to do that because he had a map of the whole farm with these dividing lines on it. Mr. Fisher paid me \$10.00 for one day's work out there and Mr. Norfleet paid me \$10.00 for one day's work out there.

15

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Q I am just asking you for information about this map.

20

A Mr. Womble paid me for this map.

21

22

23

Q Wait a minute and answer the question. Has Mr. Fisher a copy of a plat like this; that is all I want to know.

24

25

A Not that I know of. He has got a plat like it if he has got that blue print division I made.

26

Q If he has got the blue print did you make this line on

1

the blue print for him?

2

3 A Yes, I told you this was a copy from the blue print. ✓

3

4 Q I still want to get it clear -

4

5 MR. HOLLAND: He tells you this was copied
6 from the blue print he gave Fisher.

6

7 By Mr. Everett:

7

8 Q I will ask you if you took the blue print and put the
9 line on the blue print that divides this tract here of
10 104 acres from the rest of the farm? ✓

10

11 A I did.

11

12 Q You put that on the blue print?

12

13 A - Yes.

13

14 Q That is what I was getting at.

14

15 A I don't know whether Mr. Fisher, Mr. Norfleet or
16 Mr. Womble has got it. I would not swear to who has got
17 it. I delivered it.

17

18 Q When did you deliver this plat to Mr. Womble?

18

19 A I don't recall.

19

20 Q Have you any idea what year or month?

20

21 A Why, I think I stated it was sometime about - I think
22 it was sometime last fall. I won't be certain.

22

23 Q Have you any way of giving the date that he asked you
24 for this map?

24

25 A I don't say I could.

25

26 Q Did he pay you in money or check?

26

1 MR. WILLIAMS: The stenographer will please
2 note the length of time it takes the witness
3 to answer these questions.
4

5 A It seems to me he paid me through Mr. Holland, as near
6 as I recollect. I won't say positively.

7 By Mr. Everett:

8 Q Did you get Mr. Holland's check or was it in money?

9 A I think it was his check.

10 REDIRECT EXAMINATION

11 By Mr. Holland:

12 Q Is it not true, Mr. Cowling, that this 104 acres was
13 cut off in August or September, 1923, by a marked line and
14 that all three parties, Mr. Fisher, Mr. Norfleet and Mr.
15 Womble understood fully all the time exactly what this
16 part was and the lines to it?
17

18 A Absolutely.

19 MR. EVERETT: The question is objected to
20 because it has been repeated several times.

21 MR. WILLIAMS: Also because the question
22 is absolutely leading.

23 MR. HOLLAND: Counsel for the complainant
24 now introduces the map referred to in the
25 testimony of John P. Cowling, marked "Exhibit
26 B".

1 And further this deponent saith not.
2
3
4

5 ---oOo---

6
7
8 W. R. WOMBLE, the complainant, being first duly sworn,
9 testified as follows:

10 Examined by Mr. Holland:

11 Q Please state your name, age, residence and occupation.

12 A ^{Womble} W. R. Rumble; Holland, Virginia; age forty-two; farmer.

13 Q Which one first approached the other with reference to
14 your buying or Mr. Norfleet selling you this 104 acres and
15 a half?

16 A Why, I thought about it and Mr. Norfleet was up there
17 one evening and we walked down the road and spoke about
18 it and said I ought to have that place.

19 Q When was that?

20 A That was in August, 1923, about the first of August.

21 Q Did he first approach you or did you first approach
22 him?

23 A I told him I would like to own it if there was any way
24 of getting it, and he said he could get it for me.

25 Q Then, what was your next conversation about it?

26 A I told him the first thing we would have to figure on

1 the price, that I could not give him what he had in it,
2 in the whole farm.

3 Q When did you agree on the price?

4 A That evening before we left; before he left me up
5 there.

6 Q In August, 1923?

7 A Yes, sir.

8 Q What was the price agreed upon?

9 A \$4000.00.

10 Q Did Mr. Norfleet at that time designate the land to
11 you that he was selling?

12 A Yes, and he said it ought to run to the line fence,
13 that it ought to go with the Drake farm, and said he
14 didn't want the farm cut in two like that and that I
15 ought to have it all.

16 Q Please state how this farm was sold to you; that is,
17 whether by the acre or by metes and bounds?

18 A By the line it was surveyed by.

19 Q By the lines?

20 A Yes, and Mr. Everett wrote the contract and I estimated
21 it was eighty acres, but I told him I didn't know exactly
22 the acreage, and he said wherever the line went to I would
23 get whatever the survey called for, that I would get that.

24 Q Was Mr. Norfleet present at that time?

25 A Yes.

26

1

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Q When was this map made by Mr. Cowling, the survey?

3

When was the survey made?

4

A They first started surveying, I think, on the fourth of September.

6

Q What year?

7

A 1923.

8

Q Who was present?

9

A When I got home from North Carolina, and Mr. Cowling was, and Mr. Norfleet was at my house eating dinner, and Mr. Fisher came that evening, and I think Mills Marsh Taylor chopped out the line.

10

11

12

13

Q But Mr. Norfleet and Mr. Fisher were present with you and Mr. Cowling when the line was chopped out?

14

15

A Yes, sir. Of course, Mr. Norfleet didn't go all the way down in the swamp because it was wet.

16

17

Q Who told Mr. Cowling where to run the line?

18

A Mr. Norfleet and Mr. Fisher. It was agreed between those two as started. They first surveyed up to the line fence and there was three acres and nine-tenths and Mr. Norfleet offered Mr. Fisher \$100.00 per acre, and he charged him \$200.00, and he would not give that, but he said if he cut it up to the line fence he was willing to give him \$100.00 an acre and let it all go in with the farm. I told him it would be satisfactory to me to let the line come back to where it was, about eight feet behind

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1 the tobacco barn, and I told him \$200.00 anacre was too
2 much for it.

3 Q I hand you a letter from yourself to E. S. Norfleet
4 dated February 10th, 1925, marked "Exhibit A". Will
5 you state whether you offered this letter to Mr. Norfleet;
6 if so, what took place between you at that time?

7 A Yes, sir; that was on the tenth day of February I
8 offered it to him.

9 Q What year?

10 A 1925.

11 Q All right; you offered it to him.

12 A He was up to Mr. Fayette Wright's, and he came out
13 and talked with me and I told him my business down there
14 was to make him the first payment according to agreement between
15 I and him, and he said if I had wanted that land I ought
16 to have paid it while Mr. Fisher had it, and I said, "This
17 is the agreement, the contract between you and I and don't
18 apply to up there, and I came here this morning to make
19 you a payment and for you to give me a receipt. It
20 don't make any difference about giving me a deed today.
21 Just write me a receipt and give me a deed when it is
22 convenient to you", but he said he had bought the farm
23 and didn't expect to cut it in two, and I told him I
24 demanded that he should live up to the agreement, and I
25 offered him the letter and he said he had rather read a
26

1 newspaper than to read it, and turned off from me and I
2 ran my hand in my pocket to pay him. He said there
3 was no use today, that he needed the money but he was not
4 going to take it that way. I didn't show him the money,
5 but I had it in my pocket.
6

7 Q What did you say concerning the deed of trust and the
8 notes for the deferred payments?

9 A I told him I could fix up a deed of trust, for him to
10 give me a receipt and he could write a deed of trust later
11 and I would give him the first payment to comply with the
12 contract.

13 Q I hand you an agreement between E. S. Norfleet and
14 yourself under date of December 11th, 1923, which I now
15 introduce in evidence, marked "Exhibit C". Please state
16 where this agreement was drawn and by whom.

17 A This was drawn at Mr. Evertt's office. Mr. Everett
18 dictated it himself and got his stenographer to copy, taken
19 it down.

20 Q You refer to Mr. S. E. Everett, do you not?

21 A Yes, sir.

22 Q Who was Mr. Everett representing at that time?

23 A Mr. Norfleet, I suppose.

24 Q Was he representing you?

25 A No, sir.

26 Q Were Mr. Norfleet and yourself both present when that

1 agreement was drawn and signed?

2 A Yes, sir.

3 Q Were any conditions placed in the agreement other than
4 the agreement itself as contained in this instrument?

5 A No, sir, only I suggested for him to show the eighty
6 acres by the lump and not by the acres because I didn't
7 know exactly about the survey, and he said whatever was
8 the survey, I would get eighty acres, and it would not
9 make any difference.

10 MR. WILLIAMS: The last part of that answer,
11 insofar as it seeks to contradict the written
12 instrument, is objected to as the written in-
13 strument is the best evidence of the agreement.

14 By Mr. Holland:

15 Q I hand you a written agreement between yourself,
16 E. S. Norfleet and Clarence Fisher, under date of January
17 30th, 1924. Please state where that was drawn and
18 executed.

19 A That was in Mr. Everett's office.

20 Q Who was Mr. Everett representing at this time?

21 A Mr. Norfleet and Mr. Fisher both, I suppose, when
22 this was wrote. That was over the arrangement of the
23 land. We were up there about getting a deed for it, and
24 I knew I could not stay there without paying rent and I was
25 due to pay something.
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Q Why was it necessary to enter into this second agreement instead of receiving a deed according to your first agreement. What reason did Mr. Norfleet give?

A Just the delay in getting a deed.

Q From whom?

A From Mr. Fisher.

Q Did he state why he was delayed in getting a deed?

A Mr. Fisher was bothered in getting money and paying the Federal loan so they would relieve him.

Q Was this extension covered by this agreement of January 30th, 1924, made by you at the request of E. S. Norfleet, or was it made at your request?

A No, sir. I was already in Suffolk and Mr. Norfleet told me Mr. Everett wanted to see me, and I told him I didn't have time to go up there, and he said, "Yes, go up. It won't take but a few minutes", and I went up there and he told me Mr. Norfleet rented the land from Mr. Fisher for that year and Mr. Norfleet wanted to rent it to me and wanted an agreement between him and I, and said if I would pay the interest for the rent of the land for that year, 1924 -

Q Was anything said about this second agreement doing away with the first agreement of sale?

A No, sir, not a word.

Q Why was this clause included, as follows: "I would

1 suggest that you make no exceptions whatever from this
2 because this looks like it will put you by for twelve
3 months more, at which time you may be able to take care
4 of the situation"?

5 A I suppose Mr. Fisher was kind of hard up for money
6 and could not get it released, and by paying the interest
7 probably he would be in better position as of next year
8 to get the deed clear. That is the way I took it.

9 Q I hand you herewith the agreement just referred to,
10 under date of January 30th, 1924, which I will mark
11 "Exhibit D", and which is now being introduced in evidence.
12 Please explain to the Court the receipt on the back of
13 Exhibit D, stating when that receipt was executed and
14 what C. S. Norfleet said at that time as to his accepting
15 \$349.50 for rent and interest for 1924?

16 A That was January 9th.

17 Q January 9th of what year?

18 A 1925, and I paid him the rent. He wanted me to make
19 it out in two separate checks, and he wrote the receipt like
20 that, and he read the letter and said, "I don't know why
21 Mr. Everett wrote it like that for rent and interest", and
22 I said, "It is like it was wrote on the agreement between
23 you and I", and he read it over and said he reckoned it
24 was all right.

25 Q He knew what he was signing when he gave you the
26

1 receipt for interest for 1924, did he not?
2

3 A Yes, I suppose so. He wrote the receipt according
4 to the contract. I stated it was for rent and interest.

5 Q Tell the Court whether, when he executed this receipt
6 on the back of this contract, that he knew you were still
7 claiming under this contract and that this receipt was
8 accepted in pursuance of the two contracts which you held
9 from him?

10 A I never mentioned it to him either way. I just paid
11 him the rent.

12 Q I didn't ask you if you mentioned it to him. I
13 asked you whether he knew and understood you were holding
14 the agreements and expecting him to live up to them.

15 A He ought to. I never turned them in. It had never
16 been nulled or called in.

17 Q What reason did he give you from time to time as to
18 the delay in making the deed to you according to his con -
19 tract?

20 A Only he would say he was sorry he could not get the
21 deed through at the time, and wanted me to have it and I
22 should have it.

23 Q What reason did he give for putting you off in getting
24 the deed?

25 A He didn't put me off. He said there was nothing he
26 could do until Mr. Fisher done something.

1
2 Q When Mr. Fisher finally executed his deed to Mr.
3 Norfleet for the whole tract, did Mr. Norfleet tell you
4 of that or give you any information about that?

5 A He told me he was going to buy it. He never did
6 tell me when he got his deed.

7 Q You state in the bill of complaint that on January
8 28th, 1925, you learned for the first time that the deed
9 from Clarence Fisher to E. S. Norfleet had been executed
10 and recorded; is that true?

11 A Yes, sir. Of course, I had heard he had gotten his
12 deed but he never told me or offered me any deed, and I
13 went to the Courthouse, to the record, and found it. I
14 talked with Mr. Fisher about it before the sale and I
15 told him, "Whenever you give him a deed he will give me
16 one", and I told him to let me know when he gave him a
17 deed so I would be prepared to meet mine and have the
18 business straightened out, but he never did do it.

19 MR. HOLLAND: A certified copy of deed from
20 Clarence Fisher and Ethel B. Fisher to E. S.
21 Norfleet, dated January 7th, 1925, and attach-
22 ed to the bill of complaint as "Exhibit C",
23 is introduced in evidence.

24 CROSS EXAMINATION

25
26 By Mr. Everett:

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Q Mr. Womble, did Mr. Norfleet expect to get any profits out of this deal with you?

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A I don't know whether he did, or not. He offered to sell to me for \$4000.00, and you know you made the remark up there and said you didn't see why he was going to turn loose \$5825.00 for \$4000.00 and get paper for the \$4000.00.

9

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11

Q Was not Mr. Norfleet at this time acting purely as a friend of yours, acting as your agent to get this land if he could?

12

13

A No. He said he was buying it because he wanted me to have it.

14

15

Q Was that a friendly act, if he was buying it because he wanted you to have it?

16

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21

A Well, I obligated to buy it.

Q Well, you didn't say just now whether he approached you first or whether you approached him first about it.

Didn't you tell Mr. Norfleet the first time anybody thought about that that you really wanted that piece of land there?

22

23

24

A No. I stated awhile ago we were walking down the road and I said that I would like to have it, and he said I ought to have it before I said I wanted it.

25

26

Q He said you ought to have it before you said anything?

A He said I was a working man and I ought to have it.

1

2 Q Did he offer at that time to try to get it for you?

3 A Yes, sir.

4 Q And give you these terms to help you out?

5 A Yes, sir; he said he would give me all the time I
6 wanted.

7 Q He was representing you and trying to get this title
8 from Fisher to you?

9 A He had to get title from Fisher before he could give
10 me a deed.

11 Q And he was, as you understood it, getting this land
12 for you actually at a loss in dollars and cents to him?

13 A Of course, there would have been some loss.

14 Q Didn't you consider Mr. Norfleet all the way through
15 this as acting as your agent in order to get this title
16 for you?

17 A No, I don't think - I didn't consider he was acting
18 as my agent. He was just simply making a deal to sell
19 me the property.

20 Q You didn't consider at that time he was doing that
21 simply as a friendly act at all?

22 A Of course, I appreciated it, yes.

23 Q Was it entirely dependent upon, and was it the under-
24 standing, as to whether Fisher could get clear of his
25 title, or not?

26 A Yes, he said whenever he could get deed he would give

1

me one, whenever he got a good deed from Fisher.

2

3

Q Was that put in writing there so that if Mr. Norfleet should ever die, as long as he was trying to buy the land and Fisher could clear up his title, that it would go to you?

4

5

6

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A Yes, sir.

8

9

Q That was the purpose of it?

10

11

A In case of death.

12

13

Q Now, after it was reported to you that Mr. Fisher could not get his title clear, was it not -

14

15

A (Interposing) Mr. Fisher told me he expected to get it clear, and if he could not right then I knew my contract, agreement, was good for five years, and it was put in for five years.

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Q Your contract was dated December 11th, 1923, for the purchase of the land, and your lease was dated January 30th, the lease of agreement was dated January 30th, 1924. At the time that this agreement of January 30th, 1924, was signed by you and Mr. Norfleet and Mr. Fisher, didn't Mr. Fisher make it known to you then and to Mr. Norfleet that he could not get the title clear so as to convey it to Mr. Norfleet for you?

27

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A He said he could not get it clear then, but he expected to. When he delivered me the agreement, you had it in your office and he told me he expected to get it clear.

1 He said he was going to work some arrangement to get it.

2 Q Was this agreement with reference to rent and interest
3 made after it had failed - after they had failed to get
4 title clear for the property?

5 A No, sir, because they had not gotten it when that was -

6 Q (Interposing) Was this agreement here and the lease
7 written purely for your protection so that you would have
8 the rent of the property the last twelve months as long as
9 they had failed to get the title for you?

10 A No, sir, not especially. They had told me it was perfect-
11 ly all right to stay right there and to go ahead and buy
12 the lumber, and I hired a man to cut down and clean up
13 some land, and they never offered me a dollar of it back
14 to me, but give me a contract to make me stay.

15 Q When did Mr. Fisher tell you he could not get the
16 title clear?

17 A It was along in February.

18 Q After you had entered into the rent contract?

19 A Yes, sir. He said he didn't know hardly what the
20 Federal loan was, but he knew he could not raise the money.

21 Q You knew Fisher could not get the title clear because
22 he could not raise the money?

23 A Yes, sir. He would have raised it but Mr. Norfleet
24 objected to him selling the timber.

25 Q Did he object to his selling the timber in your
26

1 presence?

2 A Yes, Mr. Norfleet told me so.

3 Q Didn't Mr. Norfleet see you in the presence of your
4 wife sometime after this agreement of December 11th, 1923,
5 and tell you that they could not get the title to it,
6 and he would just stop it where it was, and your wife
7 said, "I don't blame you. We are through with it"?

8 A No, sir, I don't remember. I don't remember he did.

9 Q You don't remember that?

10 A Not in my presence, no, sir. Everything he would
11 say was he was sorry we could not get title, and that he
12 waited for Mr. Fisher to get it straight.

13 Q You lived on this piece of land, did you not?

14 A Yes, sir.

15 Q That was agreed to be sold to you?

16 A Yes, sir.

17 Q What time did you leave there?

18 A Move from there?

19 Q Yes.

20 A I think it was on the 26th day of January.

21 Q The 26th day of January?

22 A 1925.

23 Q Why did you leave there at that time if you were
24 expecting to buy the property?

25 A Because I had bought another place and I just figured
26

1
2 this way, that a man didn't have to live on a place to
3 own it.

4 Q Before you did move, however, you didn't go to see
5 Mr. Fisher and Mr. Norfleet again to see whether or not
6 title could be delivered to you?

7 A No, sir, but Mr. Fisher told me he was going to get
8 the deed and he had made himself safe, and he said he had
9 not given the deed the last time I talked with him.

10 Q You did have a talk with Mr. Fisher and he said he
11 was going to give Mr. Norfleet a deed?

12 A Yes, and I said, "I will get it from Mr. Norfleet when
13 you give him the deed".

14 Q What time was that?

15 A It was before he had sold to Mr. Norfleet. I dis-
16 remember now whether it was a week or two, or how long.

17 Q During that time you did not approach Mr. Norfleet
18 about it?

19 A No, sir, I didn't think it was necessary.

20 Q What time did you say you moved from there?

21 A January 26th, 1925.

22 Q That was after Mr. Norfleet had purchased the property?

23 A Yes, sir.

24 Q And after you knew Mr. Norfleet had purchased the
25 property?

26 A Yes, I knew he had rented it out.

1

2 Q You knew he had rented it out?

3 A And another man was going to move right in.

4 Q Another man was going to move in and you moved out
5 and allowed him to move in?

6 A I thought he had rented it out. I didn't know exact-
7 ly what time he rented it, but anyway it was rented.

8 Q But you did know he had bought the property and had
9 rented it out to someone else, and you moved out?

10 A Yes, sir.

11 Q And made no objection?

12 A No.

13 Q And made no demand for your deed to the property?

14 A No, because I had an agreement, the same as he did,
15 to go by, to be governed by.

16 Q You paid Mr. Norfleet the rent?

17 A Yes, sir.

18 Q Before the deed was written and executed by Mr.
19 Fisher and wife to E. S. Norfleet, did you not?

20 A Yes, sir, I paid one day and went to the Courthouse
21 and saw the records, the deed, the next. If he had got
22 his deed before I paid him I would not have paid him.

23 Q It appears here that you paid your rent on January
24 9th, 1925.

25 A Yes, sir, and Mr. Fisher gave a deed on the 10th,
26 dated at the Courthouse.

- 1 Q January 10th, 1925, is the date of the deed. Did
2 you know at that time it had been sold to Mr. Norfleet?
3 A Yes, sir.
4 Q At the time you paid this?
5 A At least I knew Mr. Fisher said he had made himself
6 safe, but he didn't tell me he had given a deed.
7 Q Didn't you know fully that Mr. Fisher then had arrang-
8 ed to sell to Mr. Norfleet?
9 A Yes, sir, I knew he was going to sell.
10 Q You knew that deal was going to be carried out?
11 A Because he told me so, and I told him whenever he got
12 a deed I would get one.
13 Q You told him that?
14 A Yes, sir.
15 Q When?
16 A Before he sold to Mr. Norfleet.
17 Q Recently?
18 A No, sir, just before he sold it to him.
19 Q Before he sold it to him?
20 A Before they closed the deal.
21 Q You told Mr. Fisher that. Where were you when you
22 told him that?
23 A I was up there to his house.
24 Q And you told him as soon as he gave Mr. Norfleet a
25 deed you would get yours?
26 A Yes.

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Q And on the day you paid Mr. Norfleet \$349.50 you never mentioned to Mr. Norfleet at all about his getting his deed?

A No, sir, not a word.

Q Now, after paying the rent and after you knew the deed was made on January 10th, 1925, you moved from there on the 25th day of January, was it?

A The 26th.

Q The 26th day of January, 1925?

A Yes.

Q Who gave you notice that the tenant wanted to move in, that Mr. Norfleet had rented it?

A Nobody didn't give me any notice that he wanted to move in. All he said was not to be in a hurry, that he was not in a hurry to move in.

Q Mr. Holland, the tenant, told you not to be in a hurry?

A Yes.

Q When did you see Mr. Norfleet after you paid him the rent about this?

A It was on the 10th day of February.

Q Was that the day you offered him the money?

A Yes, sir, that is the first time I had broached the subject to him.

MR. WILLIAMS: He didn't offer him the money.

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Mr. Everett.

MR. EVERETT: Offered it as he said in his
evidence.

By Mr. Everett:

Q That is the first time it ever occurred to you that
you ought to offer that to Mr. Norfleet or speak to him
about it?

A The agreement says he was to give me a deed and it
was his place to tell me he was ready to.

Q Has Mr. Norfleet been one of your best friends in
this country since you came from North Carolina here?

A No, sir.

Q He has not been?

A Of course, he has been a friend, I think, and I
think just as much of him today as I ever did.

Q Didn't he come to see you now after you gave him
that rent and you and your wife said it was a hard year,
and didn't he pull out and give you \$10.00 and your wife
\$10.00?

MR. HOLLAND: The question and answer are
objected to on the ground that it is irre-
levant.

A He told my wife he wanted to give her something, to
give her \$10.00 for a Christmas present, and he gave me
\$10.00 and I appreciated it.

1 By Mr. Everett:

2 Q After the rent was paid?

3 A Yes, sir.

4 Q At that time he had a deed to it?

5 A Yes.

6 Q Yet you never said a word to him about it, not a
7 word was said?

8 A No, sir.

9 Q And the first time was, as you said, the 10th of
10 February?

11 A Yes.

12 Q After you had consulted counsel and you asked Mr.
13 Howell and Mr. Norfleet to go with you there?

14 A I did.

15 Q To see you offer to carry out your part of this
16 contract?

17 A Yes.

18 Q Mr. Norfleet being a good friend of yours, you didn't
19 say one word to him until you got these gentlemen to go
20 along with you. Why was it, Mr. Womble, if you were
21 holding him to this contract, you had not seen Mr. Nor-
22 fleet when you were perfectly friendly, before this time?

23 A If you obligate to sell me a piece of property and
24 you are going to give me a deed - I didn't know he had
25 got his deed, but I had heard it, and I can hear lots of
26

1 things, but to get down to the real fact, I could go down
2 to the Clerk's Office and find out.

3
4 Q When you went there February 10th you knew he had the
5 deed?

6 A Yes.

7 Q When you went down, being such good friends, why was
8 it you wanted two strangers to go right with you to see
9 your friend the first time you ever approached him about
10 a matter he was helping you out in?

11 A Because I wanted reliable men.

12 Q Was he reliable?

13 A Yes, I suppose so.

14 Q Why did you not approach him alone and ask him about
15 this?

16 A I went there to make an offer of first payment.

17 Q Did you go and get Mr. Howell and Mr. Norfleet when
18 he agreed to buy this place for you and let them be
19 witnesses to it?

20 A No.

21 Q Had you any idea that Mr. Norfleet was going to
22 refuse to give you a deed?

23 A I didn't know whether he would, or would not. I
24 went up there prepared to make the first payment.

25 Q Did you believe if you went to Mr. Norfleet without
26 any witnesses and talked this matter over with him he

1 would give you a deed if you were entitled to it?

2 A I didn't think he would at that time.

3 Q You didn't think so?

4 A No, sir.

5 Q Why did you think he would not?

6 A Because he got mad over the stable manure.

7 Q Over stable manure. That is what I was getting at.

8 What about that?

9 A I got the litter off the other land.

10 Q Why did Mr. Norfleet get mad about it?

11 A Because he talked to me and the last time I talked
12 with him he was mad.

13 Q Why was he mad?

14 A Because I hauled it away.

15 Q When you moved away you moved the stable manure off
16 this land?

17 A According to my contract.

18 Q That is the reason you moved it, because it was your
19 land and you had a right to move it?

20 A Yes, supposed to be mine. I was supposed to have a
21 deed for it.

22 Q Now, you say that is your reason for moving that off
23 there. Didn't you write Mr. Norfleet a letter dated
24 February 2nd, 1925, and tell him in there why you moved
25 this stable manure?
26

1 A Yes, I believed I had a right to move it. I had a
2 contract to move it.

3 Q Did you tell him in this letter that you claimed the
4 land was yours?

5 A No, I don't think I did.

6 Q You didn't give him that reason for moving it?

7 A No, I just told him I had an agreement in the contract
8 and I could move it under that, and I didn't feel like I
9 had violated the law. That is simply what I meant.

10 Q Didn't you state you raised this manure from your own
11 feed -

12 A I did.

13 MR. HOLLAND: Are you going to introduce that
14 letter as evidence?

15 MR. EVERETT: Yes.

16 MR. HOLLAND: It will show what it says. It
17 speaks for itself.

18 By Mr. Everett:

19 Q And didn't get the straw off Mr. Fisher's land?

20 A No, I didn't.

21 Q And that you were going to take it?

22 A Yes, sir, which I did take it.

23 Q Now, I want to ask you on your oath if you were
24 claiming that land didn't you know that stable manure was
25 yours regardless of where you got the straw from?
26

1 A Yes, sir.

2 Q Why did you not tell Mr. Norfleet that in this letter?

3 MR. HOLLAND: He told him he had a contract
4 for it.

5 MR. EVERETT: If you want it to go down I
6 will read that.

7 By Mr. Everett:

8 Q Why did you not tell him in that letter the land was
9 yours and you were expecting him to give you a deed, and
10 that you had a right to move that manure?

11 A He had an agreement as much as I did and he ought to
12 have understood it.

13 Q He ought to have known it?

14 A And you were representing him.

15 Q Yet you say in this letter you are moving it because
16 you used your own feed and got the straw from somewhere
17 else other than Mr. Fisher's land?

18 A Yes, sir.

19 Q Then you admitted in this letter that the land there
20 was Mr. Fisher's land until Mr. Norfleet bought it?

21 A Certainly it was.

22 Q You said in the letter, "I have a contract to move my
23 wire and manure any time I see fit to do so". Who did
24 you have a contract with to move it?

25 A I had a separate contract with Mr. Fisher to move my
26

1 wire. The only thing on the contract was to move the
2 wire.

3 Q Was that in writing?

4 A Yes, sir.

5 Q It turned out that the only thing in that contract
6 was the wire?

7 A The only thing?

8 Q The manure was not in there?

9 A It has never been on the contract.

10 Q Still in the letter you did say you had a contract
11 to move the manure as well as the wire?

12 A Certainly, that one right there gives me a right to
13 move that. That is what I had reference to, the one between
14 him and I.

15 Q You say you had reference to the one between -

16 A Mr. Norfleet and myself.

17 Q That is what you mean here, that you had a contract
18 to move your wire and manure?

19 A Yes, sir, had one with Mr. Fisher to move the wire.

20 Q- What do you call the contract to give you the privilege
21 of moving the manure; which contract do you refer to?

22 A The one between Mr. Norfleet and myself.

23 Q And when you wrote this letter you meant there that
24 the contract between you and Mr. Norfleet gave you a right
25 to move the manure; is that what you meant?
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A He was to give me a deed, and according to the agreement I had a right to move the manure.

Q That is not what I asked you.

MR. HOLLAND: He stated this is the contract he referred to.

By Mr. Everett:

Q I want to know now from you when you wrote this letter to Mr. Norfleet, what contract did you refer to when you said that you had a right under a contract to move wire and the manure?

A I had a right under Mr. Fisher's contract to move the wire and I had a right under this contract to move the stable manure.

By Mr. Holland:

Q Tell what date it is and who it is between.

A Between E. S. Norfleet and W. R. Womble, dated December 11th, 1923.

By Mr. Everett:

Q You say now on your oath here that when you wrote this letter you were referring to that contract?

A Yes, sir.

Q Why did you not say, Mr. Womble, that the land was yours?

A Because it was not mine. I didn't have a deed for it.

1 Q Was that the reason you claimed to have a right to
2 move the manure?

3 A Yes.

4 Q According to this agreement between you and him?

5 A I say he was supposed to give me a deed when he
6 received his, and he didn't.

7 Q If you were depending upon that contract to move the
8 manure, why did you not say in here you made it from your
9 own feed and that the straw came from some other land?

10 A Simply because I stated to him where I got the litter
11 from and the feed. I raised that on Ray Robinson's -

12 Q Would it not have been the best way to say, "I have
13 bought the land under a contract", and put that as your
14 convincing reason?

15 A I guess it would.

16 Q But you didn't do it?

17 A Lots of us can see our errors after we go over them.

18 Q Here is a letter you wrote to Mr. Norfleet on February
19 2nd, 1925, when you were expecting to get a deed for this
20 property, but you never said anything to him about it in
21 that letter at all?

22 A Why I wrote that letter is because I received one from
23 you concerning the stable manure. There is one I received
24 from you (producing letter). That is what I wrote him that.

25
26

1 MR. EVERETT: Mark this letter and introduce
2 it as evidence, "Exhibit E", with the envelope.
3 It is dated February 2nd, 1925, addressed to
4 E. S. Norfleet by W. R. Womble.
5

6 The Witness: Here is one I wrote him concerning the
7 stable manure because I received one from you.

8 MR. EVERETT: This is a letter addressed to Mr.
9 Womble, dated January 28th, 1925, by S. E.
10 Everett, and at the request of counsel is
11 introduced as "Exhibit F".

12 By Mr. Everett:

13 Q The first time you ever said anything to Mr. Nor-
14 fleet about getting a deed for this was the time you
15 got Mr. Norfleet and Mr. Howell to go with you there?

16 A Yes, sir, that was the first time.

17 Q The first time?

18 A Yes, sir, I knew the best way to do was to take them
19 out because Mr. Norfleet is a man that if he gets mad with
20 you he would not do anything for you to save your life,
21 and he had gotten mad with me over the stable manure to
22 start with, and I moved the stable manure the same day I
23 moved, and I received a letter from you concerning it.

24 Q He had no right to be worried with you on account of
25 your moving stable manure off your own land, did he?

26 A He was.

1 Q And he was mad about that but yet you would not tell
2 him about your owning the land?

3 A I thought he was capable of being aware of the fact
4 as much as I was. I had an agreement. He asked me
5 where my own was and I told him it was under lock and key,
6 and I told him I had the original and he ought to have a
7 copy.

8 Q You also said, Mr. Womble, that you moved the wire
9 fence off there?

10 A Yes, sir.

11 Q And you moved that wire fence because you had a
12 contract with Mr. Fisher?

13 A No, I didn't move it because I had a contract to move
14 it but because it was mine. I had a contract, and I
15 bought the wire to put up a pasture.

16 Q You wrote Mr. Norfleet that that is the reason you
17 moved it, because you had a contract.

18 A I told him I had a contract to move it any time I
19 saw fit to do so.

20 Q And you moved it because the farm was yours?

21 A I moved it to put up a pasture elsewhere. If the
22 place had been mine and I was going to rent it out I would
23 have taken down the wire.

24 Q You had never made it known to Mr. Fisher or Mr.
25 Norfleet or anyone in that community the farm was yours,
26 had you?

- 1 A Yes.
- 2 Q Who?
- 3 A I told them it would be whenever Mr. Norfleet got
- 4 the deed.
- 5 Q Who did you tell in that community that the farm was
- 6 yours?
- 7 A I didn't tell them it was mine, but it would be.
- 8 Q Who did you tell?
- 9 A Elisha Holland.
- 10 Q Mr. E. E. Holland?
- 11 A Yes, sir, and showed him my contract along time ago.
- 12 Q He lives in front of you?
- 13 A Yes, sir.
- 14 Q What did you tell him?
- 15 A I don't remember. It was a long time before he ever
- 16 got a deed for it.
- 17 Q Was it after this contract was signed by you and Mr.
- 18 Norfleet?
- 19 A Yes, sir.
- 20 Q Sometime after that?
- 21 A Yes, sir.
- 22 Q Didn't you tell Mr. Norfleet in the presence of Mr.
- 23 Fayette Wright and Mr. Howard Holland you had an agreement
- 24 in your trunk allowing you to remove the stable manure?
- 25 A Yes, sir.
- 26 Q What agreement did you have reference to?

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A This one right here.

Q What is the date of it?

A December 11th, 1923.

By Mr. Holland:

Q Who is it between?

A Between me and E. S. Norfleet.

By Mr. Everett:

Q You never said anything to them at that time, however,
that the farm was yours?

A No, sir.

Q And that you claimed it?

A No.

Q And that was after Mr. Norfleet had a deed for it,
too?

A No.

Q Did you say in the presence of your wife and Mr.
John Askew that your boy would not have that farm?

A No, sir, I never have.

Q You never have said it?

A No, sir.

Q I will tell you when that was; after Mr. Norfleet got
the deed.

A No, sir.

Q Do you remember having any conversation with John
Askew?

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A He has been to my house several times.

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Q Mr. Womble, didn't you say in the presence of Mr. Lum Holland that you didn't have any contract?

5

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MR. HOLLAND: The time and place is asked for.

7

By Mr. Everett:

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Q Did you say in the presence of Mr. Lum Holland that you really didn't have any contract with reference to the stable manure?

11

12

A I said there was not anything on Mr. Fisher's contract.

13

14

Q You said there was not anything on Mr. Fisher's contract with reference to stable manure?

15

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A I told him I moved the stable manure according to an agreement after he had gotten the deed he was supposed to give me.

18

19

Q But that was after Mr. Norfleet had the deed?

20

21

A Yes, sir, after I found out he had a deed.

22

Q And you did tell him then that you had moved it on the strength of your contract with Mr. Norfleet?

23

A Yes, sir.

24

Q What?

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A Yes, sir.

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Q Mr. Womble, what kind of money did you have in your pocket on the day you went to see Mr. Norfleet with Mr. Howell and Mr. W. J. Norfleet?

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A I had some ten dollar bills, twenty dollar bills, five dollar bills, two or three ones and twos, and some change.

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Q How much did you have there at that time?

A I had \$267.00 in one pocket and about eight or nine dollars in another, \$267.67. I drew \$50.00 out of the bank that morning to make up what it would take to make the first payment, out of the Bank of Holland.

13

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Q You drew \$50.00, and how about the other?

A I had the other in my pocket.

Q You had the other in your pocket?

A Yes, sir.

17

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Q None of the men who went with you furnished you with any money?

A No, sir, not a cent.

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Q Mr. Womble, when you paid the rent why was it you gave two checks for the rent?

A Because Mr. Norfleet requested it of me.

Q Requested it of you?

A To make it out in two checks.

Q Did he tell you the amount to make each one?

A Yes.

1

2 Q Do you recall those amounts?

3 A Yes. I have got the checks here in my pocket.
4 There they are (producing checks).

5 MR. EVERETT: We will put them in as "Exhibit
6 G".

7 The Witness: I made them out according to his request.
8 By Mr. Everett:

9 Q Didn't Mr. Norfleet ask you why you should do it
10 that way?

11 A No, sir; he just simply asked me to make them out
12 like that. I started to write it all in one check.

13

14

REDIRECT EXAMINATION

15 By Mr. Holland:

16 Q Mr. Everett has tried to make it appear by his
17 questions that this was a matter of an accomodation of
18 Mr. Norfleet in selling you this farm. Please state
19 briefly the interest Mr. Norfleet had in this farm, and
20 the financial relations between him and Mr. Fisher, and
21 what Mr. Norfleet's purpose and interest in selling you
22 this farm was.

23 A He told me he wanted to get clear of Mr. Fisher. He
24 said he had never gotten any money out of it and Mr. Fisher
25 would not keep up his payments and he was tired fooling
26 with him and he was willing to lose \$5825.00 in paper for

1
2 this place if I would give him \$4000.00 for it, and he
3 said he knew well I could meet the payments and he would
4 give me all the time I wanted.

5 Q Did he, or not, state that he realized he had a loss
6 in the farm under his deed of trust on it?

7 A He said he would have to buy it all back to get out
8 or lose a lot of money, and he would rather lose \$4000.00
9 and be through with Mr. Fisher and that he was tired of
10 fooling with him because he would not keep up his payments.

11 Q In August, 1923, when you bought this farm, how much
12 did Mr. Fisher owe the Federal Farm Loan on it?

13 A About \$6000.00, I think, to the best of my recollec-
14 tion.

15 MR. HOLLAND: A certified copy of the Federal
16 Farm Loan mortgage from Clarence Fisher is
17 herewith introduced marked "Exhibit H".

18 By Mr. Holland:

19 Q At the same time in August, 1923, what was the amount
20 of the deed of trust held by E. S. Norfleet against Mr.
21 Fisher on this property?

22 A It was \$5825.00. He took me over here to Mr. Woolford
23 and showed me the deed of trust.

24 Q Mr. Norfleet held a second deed of trust on this pro-
25 perty for five thousand and some dollars?

26 A \$5825.00.

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Q \$5825.00?

A Yes, sir.

Q How much was the most that Mr. Norfleet and Mr. Fisher could get this part of the farm released from the Federal mortgage for?

A I think it was \$2000.00. I am not sure, but I think that is what Mr. Harris told me and Mr. Whitley, that they would release it for \$2000.00, if I am not mistaken.

Q Do you know, as a matter of fact, whether Mr. Norfleet ever received any payments from Mr. Fisher with the exception of the proceeds of the Federal Farm Loan mortgage?

A He told me he had not.

Q Mr. Norfleet told you?

A Yes.

Q Did he give that as a reason for wanting to sell to you?

A Yes, he said he wanted to get clear of Mr. Fisher.

Q When did you take possession of this farm and move on it?

A I was already living there at the time.

Q At the time you bought it?

A Yes.

Q At the time you agreed to buy it?

A I lived there three years.

Q State what improvements you made on this farm under your written contract after it was entered into:

1 A Well, I built a chicken house and a shelter, just
2 patched it up like, but the biggest work I done was to
3 cut down beside the brachn to clear the land.
4

5 MR. WILLIAMS: You are bringing out new matter
6 that is not responsive to anything brought out
7 on cross examination, and I object to the in-
8 troduction of any new evidence at this stage
9 of the proceedings.

10 By Mr. Holland:

11 Q How much land did you cut down and clear up?

12 A I didn't clear up much.

13 Q After this contract was made?

14 A I took in the ends of rows, and I reckon it was prob-
15 ably a quarter of an acre, but I cut down more than that.

16 Q How much did you cut down?

17 A I reckon there was an acre and a half altogether,
18 taking in where I cut the hedgerows around.

19 Q Did Mr. Norfleet make any objection to your moving
20 this stable manure at the time you moved it?

21 A Had not been a word said about it.

22 Q When was the first objection you had from Mr. Norfleet
23 about the stable manure?

24 A It was after I removed - I moved and received a letter
25 from Mr. Everett.

26 Q Then, Mr. Norfleet, who Mr. Everett says is a good

1 friend of yours, had his attorney write you about the
2 stable manure?

3 A Yes, sir.

4 Q Without taking it up at all with you himself?

5 A Yes, sir.

6 Q Have you ever at any time abandoned this farm, or
7 abandoned this contract?

8 A No.

9 Q What was your purpose to do with this tract of land
10 after you moved to some other place?

11 A Well, I figured on renting it out for this year and
12 going back to it next year.

13 Q What was your reason for moving to another place?

14 A Well, because he had rented to someone else and had
15 not offered me a deed, and I had made other arrangements .
16 If I make a bad deal I expect to stick to it, and if I
17 make a good one I will.

18 Q And you had bought another farm besides this one?

19 A Yes, sir.

20 Q Has Mr. E. S. Norfleet ever at any time before today,
21 by his attorney, claimed that he was merely acting as a
22 friend to you to help you get this land from Mr. Fisher?

23 A No, sir, no more than in a business way.

24 Q Did Mr. E. S. Norfleet give you any reason for request-
25 ing you to make two checks instead of one?
26

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A No, sir.

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Q Did you ever consent to his renting this place out to anyone for 1923?

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A No.

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MR. HOLLAND: At the taking of these depositions, in the presence of Messrs. S. E. Everett and Mr. E. H. Williams, attorneys for Mr. E. S. Norfleet, also in the presence of E. S. Norfleet and W. R. Womble, in addition to the \$266.67 being tendered to E. S. Norfleet on February 10th, 1925, the complainant, W. R. Womble, here and now counts out in notes and currency as a tender to E. S. Norfleet the sum of \$255.67, and offers to execute a first deed of trust on the property in question to secure the balance due on the purchase price.

NOTE: The currency is produced and counted by counsel for the complainant.

MR. HOLLAND: Counsel for the complainant now waits for an answer from counsel for the defendant.

MR. EVERETT: I will answer that if this is the first time it has been tendered, then the suit should be dismissed.

1 MR. HOLLAND: Counsel for the complainant
2 denies this is the first time the money has
3 been tendered, but is tendering it again
4 merely as a matter of good faith on the part
5 of the complainant and to show to the Court
6 that the contention of the defendant that the
7 money was not actually tendered on February
8 10th is not made in good faith. In addition,
9 the complainant here and now offers to furnish
10 gold coin for this amount if requested to do
11 so.
12

13 By Mr. Holland:

14 Q This letter to Mr. E. S. Norfleet concerning stable
15 manure, Mr. Womble, is that contract referred to in this
16 letter in which you claim this stable manure, the con-
17 tract between E. S. Norfleet and yourself?

18 A Yes, sir.

19 RECROSS EXAMINATION
20

21 By Mr. Everett:

22 Q Mr. Womble, did you furnish this currency this
23 morning to be offered in evidence here?

24 A Yes, I worked for it and it ought to be mine.

25 Q Was this yours today?

26 A Yes.

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Q Let me ask you this, Mr. Womble; because Mr. Norfleet insisted on your paying for that stable manure, was that the cause of your bringing up this matter about the deed?

A No, sir.

Q Under this old contract?

A No, sir.

Q Would you ever have thought about bringing it up if it had not been that he made his demands that you pay him for the stable manure?

A No, sir; I was going to look for a deed if it had been three years from now, when he got a deed for it, as I stated a while ago. If I make a bargain and it is a bad one, I will stick to it, and if it is a good one I expect to stick to it.

Q Mr. Womble, you have bought one farm, have you not?

A Yes, sir.

Q And this would make two farms that you would own?

A Yes.

Q Are you in a position to comply with those payments under this deed of trust that you agreed to give if you should buy?

A Yes.

Q The payments under the deed of trust that you agreed to execute if you should buy?

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A Yes, sir.

MR. HOLLAND: The question is objected to on
the ground that it is irrelevant.

The Witness: I have got two boys who own a farm apiece,
and have got enough insurance, if I was to die, to take
care of it all. (Mr. Holland) And got currency here
on this desk to meet the first payment.

MR. EVERETT: The last part of the answer was
answered by his attorney, Mr. Womble's attorney,
with reference to the currency.

The Witness: That will show for itself.

MR. EVERETT: And Mr. Womble says "That will
show for itself".

And further this deponent saith not.

---oOo---

1 STATE OF VIRGINIA:

2 CITY OF SUFFOLK, to-wit:

3 I, Edna Diamond, a Notary Public for the City of
4 Suffolk, in the State of Virginia, certify that the fore-
5 going depositions of E. J. Howell, W. J. Norfleet,
6 John P. Cowling and W. R. Womble were duly taken and
7 sworn to before me at the time and place and for the
8 purpose in the caption mentioned; and that signatures
9 thereto were waived by consent of counsel.

10 Given under my hand this 8th day of April, 1925.

11
12
13 Edna Diamond
14 Notary Public.

15 My Commission expires
16 March 26-1927.

17 ---oOo---

VIRGINIA: IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

-----X	:	
W. R. WOMBLE	:	
vs	:	In Chancery
E. S. NORFLEET	:	
-----X	:	

Depositions of witnesses taken before Sue W. Riddick, a Notary Public for the City of Suffolk, Virginia, pursuant to notice hereto annexed, at the Law Offices of S. E. Everett, Suffolk, Virginia, December 23rd, 1925, at ten o'clock, A. M., to be read as evidence in the above entitled cause, pending in the Circuit Court of Nansemond County, Virginia.

---oOo---

PRESENT:

Mr. Hugh L. Holland,
Mr. James H. Corbitt, for the Complainant.

Mr. S. E. Everett,
Mr. E. H. Williams, for the Defendant.

---oOo---

Linwood Norfleet, sworn on behalf of the complainant, testified as follows:

Examined by Mr. Corbitt:

Q. Give your name, age, residence and occupation.

A. I am a merchant, living in Holland.

Q. Do you know Mr. E. S. Norfleet and Mr. W. R. Womble.

A. Yes, sir.

Q. Do you recall, remember a conversation taking place in your store in Holland four or five weeks ago between Mr. Norfleet and Mr. Womble with reference to conveying the land which is the subject matter of this suit between them.

A. I was in my store standing behind the cash register three, four, five weeks ago, don't know exactly how long it was. Mr. Henry Duke and Mr. Womble were standing near the stove and Mr. Ned Norfleet came in. Prior to this meeting there I had heard a good deal about some trouble between Mr. Ned Norfleet and Mr. Womble, did not know the facts about it, don't know yet, and for a moment I stopped to see what these gentlemen were going to do through curiosity, if nothing else. Mr. Ned Norfleet spoke to us all. Running around busy I caught part of the conversation between Mr. Womble and Mr. Norfleet. Don't know how the conversation started, don't know which one started it. I heard Mr. Norfleet say to Mr. Womble: "I cannot give you a deed". Mr. Womble said, "How about the Court giving me a deed." I did not hear Mr. Norfleet's reply. I think I

heard Mr. Norfleet say this: "I don't want any trouble."

I left and finally Mr. Womble came down the meat counter where I was then and said-

MR. WILLIAMS: Unless Mr. Norfleet was present at the meat counter don't put it in.

A. It does not amount to a row of pins either way.

Q. Is there anything else you remember about that conversation.

A. No, sir, I do not. There is only thing I would like to say. I did not hear enough of this thing to come down here. Mr. Ned Norfleet and myself have always been friends and the only reason I am here today is because I am summonsed and not because I volunteered. I told them all I was not coming and Mr. Womble promised me he would not have me in this case. When I got the summons I called up Mr. Hugh Holland and asked him why I had been summonsed here and he said Mr. Womble had told him I knew something about it as I had overheard this conversation.

Q. What conclusion did you reach as to the settlement of the trouble between Mr. Womble and Mr. Norfleet.

A. I did not reach any conclusion at all, did not hear any conversation as to the trouble between Mr. Womble and Mr. Ned Norfleet. All I knew about the trouble was hearsay.

Q. Did Mr. Norfleet say the reason he had not given him a deed.

A. Did not hear his reasons.

CROSS EXAMINATION

By Mr. Everett.

Q. Mr. Womble promised you not to have you in this case, did he not.

MR. CORBITT: Counsel for complainant objects to this question on the ground that it is irrelevant.

MR. EVERETT: It is to question the veracity of Mr. Womble.

MR. CORBITT: Mr. Linwood Norfleet was summoned by Mr. Hugh L. Holland in spite of the fact that Mr. Womble told Mr. Holland and myself that he did not care to have Mr. Norfleet in it.

MR. EVERETT: Who told you about this conversation with Mr. Norfleet here.

MR. CORBITT: Mr. Womble stated to Mr. Hugh Holland and myself that Mr. Henry Duke was there and that Mr. Norfleet was there and that he did not want to have Mr. Norfleet in it.

MR. EVERETT: Mr. Womble consented to have him summoned.

MR. CORBITT: The question of having him summoned did not come up because Mr. Womble said he did not want him in it but Mr. Holland and I concluded that Mr. Linwood Norfleet was an important witness and we had him summoned. Mr. Holland took that responsibility on himself.

MR. EVERETT: Mr. Womble did not tell you not to do it.

MR. CORBITT: He told us that he had told Mr. Norfleet he would not have him in it.

And further this deponent saith not.

Henry Duke, sworn on behalf of complainant,
testified as follows:

Examined by Mr. Corbitt:

Q. Please state your name, age, residence and occupation.

A. J. Henry Duke; 37; Holland, Virginia; farmer.

Q. Do you know E. S. Norfleet and W. R. Womble.

A. Yes, sir.

Q. Were you present in Mr. Linwood Norfleet's store in Holland some weeks ago, you and Mr. Womble and Mr. Norfleet when Mr. E. S. Norfleet came in.

A. Yes, I was standing over against the overall counter when he came in.

Q. Will you please state what happened.

A. They spoke. I did not understand much of what they said.

Q. Did you hear Mr. Womble ask Mr. Norfleet why he did not give him a deed.

A. Yes, and I heard Mr. Norfleet say, "I ain't going to give you a deed until you give me the money for it." That is all I heard.

Q. You heard him say he would not give Mr. Womble a deed until he had the money for it.

A. I heard him say he could not, or would not, give him a deed until he had the money for it.

Q. Said he did not expect to give him a deed until he got the money for it.

A. That is what I understood.

Q. Did Mr. Norfleet say he required all of the money cash or the money due under the contract.

A. I did not hear that, did not understand but a very little part of it, was standing on the other side and folks were standing around, just happened to hear that much.

Q. You knew what land they were talking about.

A. Yes, I live there close, have known the piece of land all my life.

Q. Part of the land that was Mr. Fisher's.

A. Yes, sir.

Q. That is all you can recall.

A. Yes, sir, don't remember anything else I know of.

CROSS EXAMINATION

By Mr. Everett:

Q. Did Mr. Norfleet say he could not give the deed or would not give the deed to Mr. Womble.

A. I don't remember whether he said could not give the deed or would not give the deed.

Q. You know he did not agree to give him any deed.

A. Yes, sir, unless he got the money.

And further this deponent saith not.

---oOo---

M. Jordan March, sworn on behalf of complainant,
testified as follows:

Examined by Mr. Corbitt:

Q. Give your name, age, residence and occupation.

A. M. Jordan March; 60; Holland; farmer.

Q. Are you one of the appraisers for the Federal Land
Bank of Baltimore.

A. One of the appraisers and directors here in Nansemond
County.

Q. You and Mr. Brock Jones and Mr. Joe Williams are the
commissioners who appraise land.

A. Yes, sir, but there are two or three more commissioners,
but we are the three who went down there.

Q. Went down where.

A. To look at the piece of land that Mr. Fisher was to sell
Mr. Ned Norfleet. Mr. Norfleet had a second deed of trust
on it and wanted to buy it and get a release deed and the
commissioners sent us there to see what we thought of it.

Q. Did you see the line that was cut up there by Mr. Cowling.

A. Yes and Mr. Womble went over a part of it.

Q. Where did that line leave the County Road, at the cross
fence or before you get to the cross fence going from the
swamp.

A. This line left the cross fence about 75 or 100 yards
down towards the swamp on the County Road and left a space

of a hundred and twenty-five or thirty yards between the new line and the cross fence.

Q. A space of a hundred and twenty-five or thirty yards between the new line and the cross fence.

A. Yes, sir, it was.

Q. It went down so as to leave the tobacco barn in this strip.

A. No, I think the tobacco barn went on Mr. Norfleet's side. There are some bushes chopped down there now and you can all go look at it if you want to.

Q. What about the pack-house, whose side was that on.

A. The pack-house went to Mr. Norfleet, I am certain of that.

Q. Are you certain about the tobacco barn.

A. I am not sure whether the tobacco barn went to Mr. Norfleet or not.

Q. What report did you make to Mr. Whitley as to what would be required to release that land.

Mr. Everett: That report was in writing.

A. I think Mr. Whitley has the report.

Mr. Corbitt: We will undertake to produce the report after this and not lose time but we will ask Mr. March to testify as to the amount of the appraisal.

A. We reported \$2,500.00 or \$2,000.00, I just don't remember which.

Q. Did you ever hear Mr. E. S. Norfleet say anything about wanting to buy that strip of land between the new line and the line fence.

A. Yes, sir.

Q. What did you hear him say about that.

A. He said he would like to have that small piece of land in there but Mr. Fisher charged him too much for it. Of course I don't know what Mr. Fisher charged him.

Q. Do you remember when it was you heard him say that.

A. Sometime when Mr. Cowling run the line, I think. I know it left that little strip of land in there and he said he would like to have that little strip of land that the cross fence would put in there.

Q. That new line was well defined there.

A. It run across the field there, some bushes were cut.

Q. You said you were sent there to see how much Mr. Fisher would have to pay the Federal Land Bank to get this piece of land released so he could let Mr. Norfleet have it.

A. Three of us went down there and it was fixed at \$2,000.00 or \$2,500.00.

Q. Whom did you understand from Mr. E. S. Norfleet was going to get this piece of land that Mr. Fisher wanted to get released.

A. Mr. Norfleet was going to buy it.

Q. Did you understand Mr. Womble was going to get it.

A. That is what the line was run off for, I suppose. It was run off for Mr. Norfleet. I don't know who was to get it but Mr. Norfleet intended to buy that piece of land from Mr. Fisher.

Q. Do you know whether or not Mr. Norfleet was buying the land from Mr. Fisher for Mr. Womble.

Mr. Everett: We admit that. ✓

NO CROSS EXAMINATION

And further this deponent saith not.

---oOo---

W. R. Womble, complainant, being first duly sworn, testified as follows:

Examined by Mr. Corbitt:

Q. You are the complainant in this suit.

A. Yes.

Q. Were you and Mr. Henry Duke in the store of Mr. Linwood Norfleet in Holland a few weeks ago when Mr. E. S. Norfleet, the defendant in this suit, came into the store.

A. Yes.

Q. Will you please state as quickly as you can what happened when you were in the store and he came in.

A. We spoke. He said, "When is your law suit coming up?" I said I did not know. He said he would like for it to be settled and I said, "So would I, I would like to know what

I am going to do." He says, "There was no need of having a law-suit." I told him I would admit that, I said, "If you had only give me a deed when I offered you the first payment there would not have been any law-suit." His reply was, "I could not give you a deed to Federal land." I said it had been carried to court and the court was to give me a deed. He said, "I don't know about that."

I said, "If the Court gives me a deed and you don't want to take a second deed of trust and if you wanted to you could satisfy the Federal land Bank and take a first deed of trust if you paid the Federal Land Bank \$2,000. or \$2,500.00." He said if he sold it he wanted all of his money. That wound up the conversation between him and I over the land. Then we talked about peanuts, crops etc."

Q. Mr. Womble, something has been said about the presence here today of Mr. Linwood Norfleet as a witness. Please state why Mr. Norfleet is here.

A. Well, I told Mr. Holland of the conversation between Mr. E. S. Norfleet and myself and he asked me did anyone else here it. I told him Mr. Linwood Norfleet heard part of it and Mr. Henry Duke heard part of it and he said he would have them sub-poenaed and I said, "No, I don't think it would be worth while to have Mr. Norfleet, Mr. Henry Duke will be plenty." But Mr. Holland went ahead and had Mr. Linwood Norfleet sub-poenaed.

Q. It was not due to any suggestion on your part.

A. No, sir, I thought Mr. Duke would be plenty and I told Mr. Holland not to have Mr. Norfleet sub-poenaed.

Q. Mr. M. J. March has testified about looking over the land which Mr. Fisher was going to let Mr. Norfleet have, which has been surveyed by Mr. Cowling, and it left a piece of land between the line fence and the new line from the County Road. He stated that Mr. Norfleet told him he tried to buy it from Fisher. Do you know why he wanted to buy that land.

A. No, sir.

Q. There has been introduced in the evidence a plat, known as Exhibit B, a plat of the land you were going to buy from Mr. Norfleet pinned thereto is correct, is it not, as to that.

A. Yes, sir.

Q. In making that survey where did they start.

A. At the swamp.

Q. They started at the swamp and went down the County Road West to a stake which is marked on this map.

A. Yes, sir.

Q. Then it went from that stake back across the field back of the tobacco barn, leaving the tobacco barn on the strip between line fence and the new line.

A. The tobacco barn was on the other side of the new line.

Q. Left the tobacco barn on the land surveyed by this map.

A. Yes, sir.

Q. That was part of the J. L. Fisher farm.

A. Yes, sir.

Q. That is the land you are claiming, as shown by this map.

A. Yes, sir.

Q. You moved from that property on the 26th of January.

A. Yes, sir.

Q. When did Mr. Fisher first tell you that he had actually given a deed to Mr. Norfleet to that land.

A. The 27th day of January, the day his sale was.

Q. The day after you moved away.

A. Yes, sir.

Q. What knowledge, before Mr. Fisher on that day told you that he had actually passed a deed to Norfleet, did you have that a deed had actually been passed.

S. E. EVERETT: The examination of this witness is objected to because he has been on the stand and stated this before when Mr. H. L. Holland was conducting the examination.

A. I just heard by rumor that he had a deed.

Q. When you said in your testimony that you knew a deed had been passed, what did you mean.

A. Mr. Fisher had told me but I did not know it until I looked at the Clerk's Office.

Q. What knowledge before January 27th did you have that a deed had been passed.

A. I did not know that one had been passed. Mr. Howard Holland told me he had rented the place but I did not know that a deed had been passed until I went to the Clerk's Office on the 28th and found out about it.

Q. You testified that before you moved on January 26th you knew Mr. Norfleet had a deed for it.

A. I did not know it until I went to the Clerk's Office but only knew it by hearsay, by rumor.

Q. Mr. Fisher had never told you he had given a deed at that time.

A. No, sir.

Q. You had not looked in the Clerk's Office.

A. No, sir.

S. E. EVERETT: This question objected to as it is in his first examination, page 30.

Q. For the year 1922 you rented that land from Mr. Fisher.

A. That field except six acres on the back, and that land.

Q. In other words you rented the same land you are buying from Mr. Norfleet including that little strip between the line and the fence, with the exception of six acres.

A. The first year I cultivated all up to the line fence, with the exception of six acres on the back.

Q. What rent did you agree to pay that year.

A. One-third.

Q. One third of what.

A. One-third of the crop.

Q. How much in rent did Mr. Fisher receive in dollars and cents.

A. About \$470. and some the first year.

Q. For the year 1923 what land did you rent from Mr. Fisher.

A. Everything in that field up to the line fence, all the cleared land.

Q. What rent that year.

A. One-third.

Q. What did the rent amount to that year.

A. \$642. and 18¢ or 20¢ I disremember.

Q. For the year 1924 you agreed to pay \$349. rent.

A. Yes, sir.

Q. Why did you agree to pay this fixed sum for the year 1924 instead of one-third of the crops as you had been previously paying.

A. I knew I could not stay there without paying rent and I had been delayed about getting the deed and everything and I knew it was a whole lot cheaper than one-third would amount to.

Q. Something is said in the testimony about the Drake Farm. Is that the entire property up to the line fence.

A. Yes, sir, I suppose so, a family of Drake used to live there. I think one was killed. I was not around here at the time, don't know but suppose that is why it is known as the Drake Farm.

Q. You moved on January 26th certain stuff you had there then. Had you moved anything from the premises prior to that time.

A. Yes, sir, some between Xmas and New Year's, moved the last on the 26th and 27th.

NO CROSS EXAMINATION

And further this deponent saith not.

---oOo---

C. C. Holland, being duly sworn, on behalf of the defendant, testified as follows:

By Mr. Everett:

Q. Give your name, age, residence and occupation.

A. C. C. Holland; 59; farmer; Nansemond County.

Q. Did you have any conversation with Mr. Womble after he moved off of the Drake land with reference to moving some stable manure.

A. He come over there one night and was speaking about

moving and he says to me- he was over there only one time- he says to me, "I moved the stable manure." I says, "Have you a right to move the stable manure?" He says, "No, sir, not a bit in this world." He says-

MR. CORBITT: Objection on the grounds that the testimony is incompetant, irrelevant, no sufficient foundation having been given to impeach the witness, Womble, if that be the purport of the testimony.

MR. EVERETT: That is the purpost of the testimony.

Q. Proceed, what did he say.

A. He said he moved the stable manure to start Mr. Ned Norfleet. I said, "You started him, didn't you?" He said, "Yes." That is just what he said, my wife heard him say it.

S. E. EVERETT: I am introducing this evidence to show that Womble did not intend to claim the land.

CROSS EXAMINATION

By Mr. Corbitt:

Q. Mr. Holland, where were you and Mr. Womble at this time.

A. In my house setting by the fire. He pulled out a contract he had with Mr. Norfleet and read that and said he was going to hold Mr. Norfleet to it.

Q. He told you he was going to hold Mr. Norfleet to that contract.

A. Said he was going to try to get it by that contract.

Q. He was claiming the land under that contract.

A. Yes, sir.

Q. Did you read the contract.

A. He done the reading to me and my wife.

Q. That night was your son, Mr. Howard Holland present at this conversation.

A. He was not there, I don't think, at that time.

Q. Mr. Howard Holland, your son, was the man to whom Mr. Ned Norfleet rented the farm for this year, 1925.

A. Yes, sir.

Q. He has been living on it this year.

A. Yes, sir.

Q. Did you or he object to the stable manure being moved.

A. I did not. I had nothing to do with Mr. Norfleet's business at all. I said, "You had a right to move it, did you?" and he said, "No, not a bit in the world." He said he was going to claim that land under that contract.

Q. You are sure he said that.

A. Yes, sir, said he was going to get it if he could.

Q. If he could.

A. Yes, sir.

Q. What would he mean by saying he had no right to move the stable manure.

A. You will have to go to him about that.

Q. He claimed a right to the land under the contract.

A. That is what he said.

Q. You read the contract didn't you.

A. He read the contract.

Q. He said he was going to get the land under that contract.

A. I have nothing to do with that.

Q. But he told you that night he was going to get the land under that contract if he could.

A. Yes, but still he said he had no right to the manure.

Q. I understand.

And further this deponent saith not.

---oOo---

John Askew, being sworn on behalf of the defendant, testified as follows:

By Mr. Everett:

Q. Give your name, age, residence and occupation.

A. John Askew; 46; farmer; Nansemond County.

Q. Did you have any conversation with Mr. Womble about the purchase of this Drake land in the summer of 1924.

A. I went up to his house and his wife said to me, "Have you heard the latest news?"

Q. Was Mr. Womble present.

A. Yes, sir. She said, "We have bought a farm." Mr. Womble said, "Yes, it beats moving every year." Says, "I have been worried over getting that deed over that place." Says, "I would not have the place if you would give it to me, old Ned Norfleet."

CROSS EXAMINATION

By Mr. Corbitt:

Q. Do you know what time that was.

A. About the time he bought the place he is living at now. In the summer or possibly later, I don't know.

Q. You were at Mr. Womble's when he got there.

A. He was already there.

Q. You were just talking in a general way.

A. Just like we are right now.

Q. You were not transacting any business at all.

A. No, sir, just talking. I did not pay much attention to what his wife said.

Q. You did not pay much attention to what she said.

A. She just told me about the place he bought where he lives now, said he "would not have that place if old Ned Norfleet would give it" to him, just like I just told you he said.

And further this deponent said not.

Howard V. Holland, being sworn on behalf of the defendant, testified as follows:

By Mr. Everett:

Q. Give your name, age, residence and occupation.

A. Howard V. Holland; 28; farmer; Nansemond County.

Q. Did you go with Mr. Norfleet to see Mr. Womble some time in January, 1925.

A. Yes, sir.

Q. About moving some stable manure.

A. Yes, sir.

Q. Please state the conversation.

A. I did not pay so much attention to it. He asked him about taking it back, told him he would have to carry it back and I never paid much attention to it.

Q. What did Mr. Womble say.

A. Said he would never carry it back. Mr. Norfleet asked him if he had a right or a contract or something and he said he did have a contract with Mr. Fisher, said it was in the bottom of his trunk. Mr. Norfleet asked him could he see it and he said he would bring it out whenever he had to.

Q. Anything more you know about that.

A. Nothing more than that Mr. Womble told him Mr. Fisher gave him a contract to move the stable manure and he did move it.

Q. He did move it, didn't he.

A. Yes, sir.

Q. You moved in there when Mr. Womble moved out.

A. Yes, sir.

Q. Do you know anything more.

A. I happened to be there when Mr. Womble was moving the stable manure and he told me he had a contract to move it.

CROSS EXAMINATION

By Mr. Corbitt:

Q. Mr. Holland, you were not paying any strict attention to it, what was said that day in the road.

A. No, sir, but I was paying good attention when he told me, myself, that he had a contract from Mr. Fisher to move the stable manure.

Q. Didn't he tell you he had a contract about moving the wire fence.

A. No, sir.

Q. You are certain.

A. Yes, sir, I am.

Q. You did not want the stable manure moved, did you.

A. I had rather it would have stayed there.

Q. You were going there as a tenant.

A. Yes, sir.

Q. Mr. Womble told you he had a contract with Mr. Norfleet about the land.

A. No, sir, he has never told me that.

Q. Hasn't Mr. Womble told you he had a contract with Mr. Norfleet.

A. No, sir, unless I was asleep. I have heard from other places but he never told me.

Q. You heard that from somebody else. You heard Mr. E. S. Norfleet say so too.

A. No, sir, he never told me. Of course I suppose they has a contract but he never told me.

Q. Didn't Mr. Womble say to you the day you were talking about the manure that he had a contract with Mr. Norfleet.

A. No, sir.

Q. You could not have gotten the two mixed.

A. No, sir.

Q. How much rent did you pay Mr. Norfleet this year.

A. One-third.

Q. That is the same land Mr. Womble is claiming.

A. Yes, sir.

Q. You paid him one-third.

A. One-third up to the cross-fence on the home farm, that includes about three acres more than Mr. Womble is claiming, I believe.

Q. There is a little strip of land, I have been told, not over three acres between the cross fence and the line, do you rent that.

A. Yes, sir.

Q. How much rent in dollars and cents would this crop amount for the year 1925, on the land that Mr. Womble claims Mr. Norfleet was going to convey to him.

A. I could not tell you unless I counted.

Q. Haven't you figured it and found it to be \$581.15

A. No, sir, I have never figured it all out.

~~XXXXX Did not give Mr. Norfleet statement XXXXX
 XXXX to state that the rent you paid was \$581.15
 XXXX Yes, XXXX XXXX XXXX XXXX XXXX XXXX
 XXXX XXXX~~

Q. I hand you a statement and ask you if that correctly represents what you paid Mr. Norfleet for the land Mr. Womble is claiming as rent for the year 1925.

A. No, sir, it does not. That is wrong as to the cotton. I don't know how much cotton I sold. I lost the papers and don't know how much I sold.

Q. Who does know.

A. Mr. P. L. Everett would know I reckon. I sent the last load today.

Q. Why does Mr. P. L. Everett know.

A. He ought to know, he puts it down when he buys cotton.

Q. What I am getting at is this, all of the cotton you raised on this land you have carried to Mr. P. L. Everett and Mr. Everett in paying for that cotton has paid you two-thirds and Mr. E. S. Norfleet one-third, is that right.

A. Yes, sir.

Q. So Mr. Norfleet got his one-third direct from Mr. Everett.

A. Yes, sir.

Q. How much have you received for your two-thirds.

A. I could not tell you unless I looked it up because I have not kept any record of it at all.

Q. Didn't you, on Friday of last week, give Mr. Womble a statement of the pounds of cotton and the price as shown on this statement here.

A. I told him somewhere about that. I did not have my paper.

Q. This statement of the cotton is about as near as you could come to it now.

A. Yes, sir.

Q. This statement of the corn, 42 barrels of corn, is as near as you can come to it.

A. I don't know as to barrels. I didn't count them. I told him loads. It depends on the size of the load how many barrels.

Q. How many loads of corn did you give Mr. Norfleet.

A. $8\frac{1}{2}$ loads as well as I remember.

Q. You estimate two barrels to the load.

A. I don't know about that, could not tell how many barrels in a load but somewhere around that, would not hardly be two barrels to a load, don't think it could hardly be that.

Q. Sometimes more, sometimes less.

A. I have not ever measured to see how it runs.

S. E. EVERETT: We will agree to help you get up that statement.

Q. 42 barrels of corn is your part, that is not Mr. Norfleet's part.

A. No, sir.

Q. How many bags of peanuts did you raise on that property.

A. 280 bags of peanuts.

Q. What would they average.

A. Somewhere around ninety.

Q. Have you sold them.

A. All but fifteen or sixteen bags.

Q. What did you get for them.

A. 5¢.

Q. Mr. Norfleet got one-third of that.

A. Yes, sir.

Q. What is the price of corn now.

A. I don't know, have not sold any ~~xx~~ or bought any.

And further this deponent saith not.

---oOo---

T. L. Wright, being sworn on behalf of the defendant, testified as follows:

By Mr. Everett:

Q. Give your name, age, residence and occupation.

A. T. L. Wright; 38; farmer; Nansemond County.

Q. Did you go with Mr. E. S. Norfleet and Mr. Howard Holland to see Mr. Womble the first of this year about moving some stable manure off Mr. Norfleet's farm.

A. Yes.

Q. Please state what was said between these two men.

A. Mr. Norfleet asked him why he moved the stable manure. He said because he had a contract to do so. Mr. Norfleet asked him where was his contract and Mr. Womble said it was in the bottom of his trunk.

Q. What more did they say.

A. That is all they said.

Q. Did Mr. Norfleet ask him to show the contract to him.

A. Yes, sir, he asked him to show it and he said it was at the bottom of his trunk.

Q. He did not show it to him, did he.

A. No, sir, he did not.

Q. Did Mr. Womble say any more about it.

A. We drove off, did not stay but a short while.

CROSS EXAMINATION

By Mr. Corbitt:

Q. You chopped the line according to that survey made by Mr. Cowling.

A. No, sir, I did not chop the line.

Q. Who did chop that line.

A. Mr. Cowling himself.

Q. You were with him.

A. Yes, sir.

Q. You went over the whole line with him.

A. I went from the corner down to the swampland, have not been all around it.

Q. You say you went from the corner, what corner do you mean.

A. I went from the further corner at the back.

Q. It has been testified that they commenced at the run of the swamp, didn't you start there with Mr. Cowling.

A. They did that before I went around with them, there were two days of it. I was there the second day.

Q. When you were there you went from the stake there at the back down to the road.

A. I went from the corner at the back to the swamp.

Q. That is the line you went down.

A. Yes.

Q. With Mr. Cowling when he chopped it.

A. Yes.

Q. At that time you told Mr. Womble he would get all the land he needed.

A. I don't remember anything about that.

And further this deponent saith not.

---oOo---

E. S. Norfleet, the defendant, being first duly sworn, testified as follows:

By Mr. Everett:

Q. Give your name, age, residence and occupation.

A. E. S. Norfleet; 81; farmer; Nansemond County.

Q. You are sued by Mr. Womble here asking that you convey to him a certain tract of land known as the Drake Farm. Will you tell what you know about this case.

A. Well, I tried to do something for him. I told him he ought to have that place and would make a good neighbor and a good citizen. He said he could not buy it from Mr. Fisher and I said I would see him and see what I could do-

MR. CORBITT: (Interposing) It is understood that any evidence that should be offered that may vary the written contract is objected to.

MR. EVERETT: Counsel for defendant states that he is introducing evidence to explain the written contract.

MR. CORBITT: Counsel for complainant says the contract speaks for itself and cannot be varied by oral testimony.

Q. Go on.

A. I said something to Mr. Fisher about the place and he seemed to be all right, said we could make a deal and he tried to get it so he could let me have it, make me a deed to it. The government had a loan on it and it seems like he could not never get that all right to make me a deed. Of course it was for Mr. Womble to help pay me. There was nothing into it for me at all, just for somebody to be there, to see a good neighbor around the old farm. He could not get the Government loan off of it and so he rented it for some time and we never could get at it.

Q. What was the price Fisher charged you.

A. He charged me \$74. It was the same he paid for it.

Q. \$74. per acre.

A. I think so. I was to give him his price for 80 acres.

Q. How much did your deed of trust amount to at the time.

A. \$5,825.00. I was to give him that for 80 acres.

Q. You mean that you were to let Womble take it at a loss of \$1,825.00

A. Yes, I told old man Fisher I would give him in the interest, which was \$1,200.00.

Q. Mr. Norfleet, there has been a great deal said here about the survey and eighty acres. Was it 80 acres you were buying from Mr. Fisher for Mr. Womble or according to the survey.

A. It was eighty acres, not according to the survey, the survey was more than that, it was 104 acres, the eighty acres was what I was trying to buy from him.

Q. There was only one survey made, there never was a second survey of this land.

A. No, sir.

Q. And Mr. Fisher never got himself in a position to deliver a deed.

A. No, sir.

Q. The letter, or contract, dated December 11th, 1923, signed by you and Mr. Womble has been introduced as evidence, known as "Exhibit C". Will you state why that was put in writing at that time.

MR. CORBITT: COUNSEL FOR COMPLAINANT REPEATS
OBJECTION.

A. Well, because he wanted something in writing, did not want just verbal, wanted something in writing, that is why we give that paper.

Q. Was this the time you tried to buy it for him or was it after the time.

A. It was the time I was trying to buy the place.

Q. When did you and Mr. Womble first talk about buying it from Mr. Fisher.

A. Year before last, I think.

Q. What time of the year.

A. Summer or spring, I don't recall.

Q. Do you remember when the survey was made.

A. Along in September.

Q. Then you and Mr. Womble talked about buying it before that time.

A. Yes, oh yes, I wanted to help him.

Q. Did you ask Mr. Womble to come here with you, that you wanted to have a contract or did he ask you to come.

A. I think he wanted to come.

Q. What understanding did you have with him about buying this land.

A. He wanted time but I never agreed to it.

Q. When was the first time you heard about the time set out in this contract.

A. I think it was here at the time the contract was written.

Q. That was the first time you heard anything about any time as to how he wanted to pay it.

A. Yes.

Q. Did Mr. Fisher get in a position to give you a deed to Mr. Womble.

A. Never did.

Q. After you could not get a deed to the property, what was done then.

A. I just gave it up and Mr. Womble rented the place.

Q. Did you come to an agreement then with Mr. Womble, and Mr. Fisher about the renting of the property.

A. Yes, sir.

Q. This agreement is dated January 30th, 1924, and is known as "Exhibit D". What was that contract entered into for.

MR CORBITT: Counsel for complainant says that the contract speaks for itself.

Q. Why did you agree on this rent after that.

A. I considered that-

MR. CORBITT (Interposing) It is understood that all questions and answers which tend to vary contracts are objected to on the ground that contracts speak for themselves.

Q. I understood you to say that when you could not get a deed from Mr. Fisher for Mr. Womble then you entered into this contract to rent the land to Mr. Womble and he was to pay the interest for Mr. Fisher.

A. Yes

Q. Now, after Mr. Fisher could not give a deed to Mr. Womble and before this contract was entered into between you three, dated January 30th, 1924, did you advertise this land to be sold.

MR. CORBITT: Question objected to as being irrelevant and immaterial.

A. Yes.

Q. Why was it not sold.

A. Because he rented the place and was agreeing to pay the interest on the paper that I held against Mr. Fisher.

Q. After he signed this contract about the rent and interest did you hear or know any more about it.

A. Never did until this suit was brought.

Q. Was there anything said to you around June 1, 1924, about trying to buy it again.

A. There was never anything said, by Mr. Fisher, or anybody.

Q. Were you ever approached after that by Mr. Fisher to see whether you would buy it or not, or by Mr. Womble.

A. As far as I know there was nothing more said about buying it after he obligated to pay the interest on the paper.

Q. Mr. Womble paid you that interest, did he not.

A. Yes, in two checks. I don't know why.

Q. Mr. Womble stated that you required him to give two

checks, did you.

A. No.

Q. Did you understand why it was in two checks.

A. No, I asked Mr. Leathers at the bank why he give me two checks.

Q. When that interest was paid was Mr. Womble moving off the farm at the time.

A. I think he was but he had not moved all, his wife was there.

Q. In all of his transaction about the land etc. did he ever say anything about still wanting the land.

A. Not that I know of.

Q. Did he move the stable manure from the land.

A. Mr. Wright and Mr. Holland said he moved it.

Q. Did you go to see him about it.

A. Yes. I went over there to try to make a compromise.

I did not want to get him into trouble. ~~XXXXXXXXXXXXXthere~~
It was in front of his gate. I told him I had come to see him about the stable manure. He seemed to get pettish, said he had an agreement and was going to hold it, said he had it in his trunk.

Q. Who gave him the agreement.

A. I don't know, Mr. Fisher I reckon.

Q. At that time he knew you had bought the land, did he not.

A. I had not bought it then.

Q. Had you bought the farm when you went to see him about the stable manure, the first of the year.

A. I don't know whether it was the first of the year or not.

Q. You could not have gone to see him about the stable manure if you had not owned the farm.

MR. CORBITT: Counsel for complainant objects seriously to this question as it is clearly leading and suggests to the witness the answer.

MR. EVERETT: Counsel for defendant states he is asking to refresh the witness' memory.

A. Yes, I had bought the farm of course but I did not say anything to him about it. I saw him at the sale.

Mr. Womble and Mr. Holland was down there and we went over there one day about twelve o'clock to see him about it and he was not at home. He had gone to Holland to carry a load of peanuts. Just as we were leaving he came up and I told him I had come up there to see him about the stable manure. He said he had a written contract to move it, had papers to that effect, said he had them in his trunk.

Q. Did you write him a letter before that, Mr. Norfleet, that you had bought the farm and wanted the stable manure moved back.

A. Yes.

Q. Did you get a letter from him.

A. I had a letter from him.

Letter of Mr. Womble, filed in the exhibits

heretofore, known as "Exhibit E."

Q. Did ^{he}~~you~~ say anything to ^{you}~~him~~ in that letter about buying the property.

MR. CORBITT: The letter speaks for itself and that is clearly an improper question.

Q. Did you ever hear any complaint from Mr. Womble about the buying of this land until you threatened to make him return the stable manure.

A. No, sir.

Q. When was the first time you heard of it.

A. I don't think Mr. Womble would ever have brought this up if he had not known he had violated the law. He wanted to do something to help him out.

Q. Mr. Norfleet, in this transaction who were you acting for.

MR. CORBITT: Object to that, the contract between Mr. Womble and Mr. Norfleet speaks for itself.

MR. EVERETT: Counsel for defendant states that Mr. Womble has testified that Mr. Norfleet was trying to buy this land for him and I was corroborating Mr. Womble by asking this question.

Q. Do you now own the property.

A. Yes.

Q. You bought the property.

A. I bought it from Mr. Fisher.

Q. Would you have bought this property if you had thought Mr. Womble ~~xxxxxxxxxxxx~~ had set up a claim to it or would set up a claim to it.

MR. CORBITT: Question objected to as purely
irrelevant and immaterial to the issues involved.

A. I would not.

Q. Is there anything you would like to say about it.

A. I don't think Mr. Womble would have treated me like he did, or treated the farm like he did if he had expected to come back to it.

Q. How did he treat the farm.

A. He carried off everything that was movable. He carried away the stable-manure, took the chicken boxes away, took a door off the house and carried it away, took hasp and staples off the little pea-house. It has gone. I don't know who carried it away if he didn't, went away when he went.

Q. Have you improved the place by repairs since you went there.

A. I-

MR. CORBITT: Question objected to as irrelevant
and immaterial to the issues.

Q. What improvements have you made.

A. I have built a porch,^{and}/covered the dwelling.

Q. Will you state as near as you can what these repairs have cost you.

A. I suppose they have cost me over \$150.00. I put on metal shingles, the best I could get also the piazza is covered with them.

Q. What did Mr. Womble do with the peanut vines on the place.

A. Carried everything away. They told me he took a broom and swept the vines up, took the pea-sticks.

Q. by MR. HOLLAND: Didn't Mr. Womble make some improvements while he was there.

A. I ain't seen nothing there.

CROSS EXAMINATION

By Mr. Corbitt:

Q. Mr. Norfleet, you owned this entire farm once before.

A. Yes, sir.

Q. The entire property consists of how many acres.

A. The deed that I had called for 150 acres, more or less, but after Fisher bought it he had it surveyed and found it to be 270 acres.

Q. Who made that survey for Mr. Fisher.

A. Cowling.

Q. Were you present at the time he made it.

A. One day, they did not get through the first day.

Q. Have you a copy of that plat.

A. I have not. Mr. Fisher told me he was going to send me a copy of it but has not.

Q. To whom did you sell the land when you owned it first.

A. To a land dealer, give him an option on it, Mr. House.

Q. R. W. House and Bro.

A. Yes.

Q. How much did the farm sell for when you first sold it.

A. \$20,000.00

Q. You got \$20,000.00

A. He was to give me \$18,000.00, the man gave R. W. House & Bro \$2,000.00 for their services.

Q. When was this sale made.

A. It was along in, ~~before 1921~~ the fall of '21.

Q. Isn't it true it was in the fall of 1919.

A. I am too fast, it was.

Q. If the deed would say it was dated October 21, 1919, you would say you were mistaken, would you not.

A. It was in 1920 I sold the farm. Of course I would believe and deed and say I was mistaken.

Q. You said the farm was supposed to contain 150 acres, are you mistaken about that.

A. That was the old deed said 150 acres more or less but

the survey said 250 acres.

Q. Then was the deed to John T. Fisher for 250 acres.

A. No, sir it was 150 acres.

Q. What would you say if this deed from you and your wife, Rosa R. Norfleet to John T. Fisher called for 250 acres.

A. I think it was 150 acres. The old original deed was 150 acres. There were two deeds to that farm. Mr. Hannaford sold ^{about half of} it to a man by the name of Jones.

Q. There was a part of this farm from the swamp to the line fence which is known as the Drake Farm, why was that called that.

A. There was a man by the name of Drake lived there and Mr. Hannaford called the farm by the name of the man who lived there, Drake.

Q. It was a part of the Drake farm you agreed to sell Mr. Womble.

A. Yes, it was eighty acres.

Q. The Drake Farm went from the swamp to the County Road to this line fence we have heard about here today.

A. Yes.

Q. When R. W. House & Bro. sold this land for you to John T. Fisher how much cash did John T. Fisher pay on that.

A. \$1,000.00 and afterwards he paid me \$8,000.00 and

Mr. Womble told the lawyer there, asked him how much money had ever been paid on the farm and he told him there had never been any money paid except what he got from the government.

Q. That was what you understood Mr. Womble to say when he testified in this case some time ago.

A. Yes.

Q. That nothing had been paid on this farm by Mr. Fisher.

A. Yes but he paid \$10,000.00. Two thousand went to Mr. House and Eight Thousand to me.

Q. That left \$10,000.00 unpaid.

A. Yes.

Q. What did you do about that.

A. He gave me notes.

Q. Secured by deed of trust.

A. Yes.

Q. For \$10,000.00

A. Yes.

Q. Please explain what Mr. John T. Fisher did with that land.

A. He give it to his son, Clarence Fisher.

Q. At the time you were dealing for Mr. Womble the land was owned by Clarence Fisher.

A. Yes.

Q. When and how was the loan made by the Federal Land Bank.

A. I took a second deed of trust. He could not get anything on it without he could give them first deed of trust and I let him have the first deed of trust and let him get it.

Q. Do you mean John T. Fisher or Clarence Fisher.

A. Clarence Fisher.

Q. In other words John T. Fisher had already given you a deed of trust for \$10,000.00 and when he conveyed the land to his son, Clarence Fisher, he was to assume this debt of \$10,000.00.

A. Yes, sir.

Q. Then Mr. Clarence Fisher and you agreed that he could get from the Federal Land Bank a certain amount of money for which the land bank would have the first deed of trust on the place and what he owed to you would be secured to you by a second deed of trust on the property.

A. Yes.

Q. How much did Mr. Clarence Fisher get from the Land Bank.

A. \$6,100.00 I think and he paid me \$6,000.00.

Q. That makes \$14,000.00 that was paid on the farm.

A. Yes.

Q. \$14,000.00 you got on the farm in cash.

A. Yes.

Q. Is that all.

A. Some interest.

Q. What was the amount of your second deed of trust.

A. \$5,825.00

Q. After you got this \$6,000.00 in cash you took a second deed of trust on the property for \$5,825.00 instead of \$4000.00 which is the difference between \$6,000.00 and the \$10,000.00 that Fisher owed you.

S. E. EVERETT: QUESTION Objected to as it has nothing to do with the question as to whether Mr. Norfleet is to convey a certain piece of property to Mr. Womble.

A. He owed me \$5,825 with the interest, the interest made up the \$5,825.

Q. In other words the difference between \$4,000.00 he owed you on the property and \$5,825.00 you took a second deed of trust for amounted to \$1,825 and represented interest.

A. Yes, the interest was not quite that much.

Q. You took a deed of trust for more than the \$4,000.00 and interest.

A. I did not get any more than he owed me.

Q. I understood he owed you \$4,000.00 on the principal. How much did he owe you in interest.

A. The whole thing was \$5,825.00

Q. Well, now, what I am trying to find out is what items went to make up the \$5,825.00.

A. It was what he owed me and the interest. I did not know how much the interest was at that time but the whole thing came to \$5,825.00.

Q. What did Mr. Fisher owe you except the principal of \$4,000.00 and the interest.

A. That is all, \$5,825.00.

Q. Of course you understand that between the \$4,000.00 principal he owed you and \$5,825.00 there is a difference of \$1,825.00. You said a part of that was interest.

What was the balance of that amount.

A. The \$4,000.00 made up the \$5,825.00.

Q. That was all he owed you.

A. Yes.

Q. After the money he got from the government- He owed you \$10,000.00. He paid you \$6,000.00 from the government. That left \$4,000.00 on the principal.

A. Yes.

Q. Now, instead of giving you a second deed of trust for \$4,000.00 he gave you one for \$5,825.00 which is \$1,825.00 more than \$4,000.00

A. Yes.

Q. I want to know what items went to make up \$1,825.00

A. It was just about the interest he owed me that made \$1,825.00. He paid me \$6,000.00, owed me \$4,000.00 and

\$1,825. was the interest.

Q. After you got this second deed of trust for \$5,825. how much did Mr. Fisher pay you in interest or on the principal of that mortgage.

A. He gave me notes each year to take up. I think it was \$300. and something he paid me, took up the note. I think that is about what he paid me. The year Mr. Womble rented it it was \$349.50 that the interest amounted to.

Q. \$349.50 is six per cent of \$5,825.00. What I am trying to learn is how much money Mr. Fisher himself paid you after he gave you the second mortgage for \$5,825.00

A. He kept up the interest, what that came to.

Q. Mr. Womble paid \$349.50 for the 1924 rent and interest according to the agreement signed by you, Mr. Womble and Mr. Fisher.

A. The lawyer there drew up the paper and wrote Mr. Fisher to let Mr. Womble take the farm for the interest.

Q. What I want to know is how much Mr. Fisher himself paid you.

A. You can see how much he paid. It was \$5,825.00. He gave me the interest, \$349.50, left the principal.

Q. Has Mr. Fisher himself paid you a cent.

A. No, sir, owes me \$5,825.00.

Q. The only money you have ever got after Mr. Fisher gave you that \$5,825. note was the money which Mr. Womble paid you.

A. Yes, that is right if I am not mistaken.

Q. Mr. Fisher has not paid you a cent.

A. No, I was going to give him his papers if he could have sold me that land and given him a paper. I was going to give him \$1,825.00

Q. You were going to let Mr. Womble have the piece of land that Mr. Cowling surveyed for \$4,000.00

A. I was going to sell him eighty acres, that is all. What he owed me would only buy eighty acres.

Q. Now, Mr. Norfleet, you were there with Mr. Womble when that survey was made.

A. I was there one day . I was going to sell him eighty acres, what the amount he owed me come to, it come to 80 acres.

~~XX~~ Eighty acres @ \$74.00.

Q. You have never gotten any interest from Mr. Fisher.

MR. WILLIAMS: He has answered that a half dozen times.

Q. How much did Mr. Fisher/^{owe}~~pay~~ you when you tried to bargain for the land.

A. \$5,825.00.

Q. Upon which he had not paid you a cent of interest.

A. There had been some interest paid but the amount was \$5,825. at that time.

Q. You said he had paid some interest, leaving it \$5,825.

A. Yes.

Q. You do say that after he gave you a deed of trust for \$5,825. Mr. Fisher never paid you a cent.

A. All I got was that rent, \$349.50, which Mr. Womble paid.

Q. When you went there with Mr. Cowling you surveyed the land you were going to let Mr. Womble take.

A. Surveyed 80 acres.

Q. Now, Mr. Norfleet, isn't it true that you, Mr. Cowling, Fisher and Womble went there to make a survey of the land that Mr. Womble was to get.

A. Yes, but we were only surveying for eighty acres.

Q. At the time you made the survey you did not know exactly how much land was in the piece.

A. I did not, no, sir.

Q. But when you made the survey you surveyed off the land you expected Mr. Womble to get.

A. A part of it, 80 acres that was all.

Q. Now, Mr. Norfleet, you could not tell whether there were 80 acres in that land or more than 80 could you.

A. No, sir, Mr. Cowling could not tell then, but at the same time if there had not been but forty acres we would have had to survey more but there were 104 acres ~~and~~ in it and all that don't go to Mr. Womble.

S. E. EVERETT: Objection to any kind of testimony which tends to vary the language of the contract known as Exhibit C, in which 80 acres is stated expressly.

Q. Now, Mr. Norfleet, after you made that survey, if it turned out there was not 80 acres in that piece of land how were you going to get enough land to make eighty acres.

MR. WILLIAMS: He just answered that question by stating he would take forty acres from the other tract, if there were only forty acres in the first piece surveyed.

Q. When this survey was made who showed Mr. Cowling the line.

A. We were there, Mr. Womble, Mr. Fisher, showing him how to run it.

Q. Mr. Cowling was there for the purpose of surveying the land which Mr. Womble was to have.

A. Mr. Womble was to have eighty acres, you understand that, don't you.

Q. He was there for the purpose of surveying the land that Mr. Womble was to have.

A. Mr. Womble was to have eighty acres.

Q. Was Mr. Cowling ever carried back there.

A. He went back there the second day.

Q. That was the same survey.

A. Yes, that was all.

Q. Mr. Cowling did not know how much it was going to run out, he did not go there to survey 104 acres or 80 acres but you were to let Mr. Womble have that land.

A. Mr. Cowling went there to cut off a piece of land for Mr. Womble, which was supposed to contain 80 acres, that is

what I was going to sell him, 80 acres. Mr. Fisher would not sell the land for less than \$34.00 per acre and that would have entitled Mr. Womble to exactly 80 acres.

Q. If there had been exactly 80 acres in that piece of land that Mr. Cowling surveyed Mr. Womble would have been entitled to that.

A. Eighty acres was all, yes.

Q. You were making the survey to determine what Mr. Womble was to get.

A. Certainly, eighty acres.

Q. If there was only 80 acres Mr. Womble was to get all of it.

A. Certainly, 80 acres.

Q. What you were trying to do was to get somebody to own that piece of land who would pay you some interest on some amount on the principal. Mr. Fisher did not pay you anything and you had rather give up that interest he owed you and let Mr. Womble have it for \$4,000.00 than to go on and lose with Fisher.

A. I was for helping Womble and Fisher.

Q. But you were for helping yourself, weren't you.

A. Of course a man is a big dunce not to try to help himself.

Q. When you started to sell that land to Mr. Womble you were not doing that for Mr. Womble, were you.

A. I was doing it to help him.

Q. You were trying to get a man to own that property who would pay you for it, weren't you.

A. I was not going to give it to him.

Q. You had not gotten a cent from Fisher except the first time his father made a payment and the \$6,000.00 that came from the Federal Land Bank.

A. Not something, the interest I think twice. The year Mr. Womble attended to it and paid the interest over to me and I think Mr. Fisher had paid me some interest.

Q. Which Mr. Fisher.

A. The young man.

Q. You have testified that he had not paid you a cent.

Why did you say that.

A. I know that, but I think he had paid me something.

Q. Now, he owed you \$5,825 when he gave the second deed of trust. How much after that did Mr. Fisher ever pay you.

A. The interest on the \$5,825.00.

Q. How many times did he pay you this interest.

A. I got it one time from Mr. Womble.

Q. How many times did you get it from Mr. Fisher.

A. It has been so far back I cannot remember. I think he paid me some interest.

Q. If he did pay it to you you would have put it in the bank, wouldn't you.

A. I might have.

Q. Is there no way you can look it up or tell.

A. Not that I know of.

Q. It was a very unsatisfactory debt and he was a very unsatisfactory debtor, wasn't he.

A. The boy paid the best he could and I wanted to do what I could for him. If I could help him out a little I wanted to do it that is why I give him in \$1,525. for \$4,000.00.

The old gentelman asked me what I could do and I told him I would give him the interest.

Q. In other words you were ~~certain~~ willing to give him \$1,525. for \$4,000.00

A. I gave that in, yes.

Q. You never marked off any other land for survey except the line that was shown Mr. Cowling the day he was there.

A. No, sir, but I was not going to give him 104 acres for 80 acres, no matter how many acres Mr. Cowling surveyed.

Q. That is according to the survey that has been introduced in evidence when Mr. Cowling testified. You were trying to help Fisher out by giving him \$1,525. for \$4,000.00.

A. Yes, sir.

Q. You were trying to get out of that deal your \$4,000.

A. For eighty acres of land.

Q. Fisher is the man would be hurt if he was more than 80 acres, not you.

A. He would not let me have any more.

Q. I know, but if anybody was hurt it was Fisher and not you.

A. The next man who owned the farm would have been hurt.

Q. I am talking about you, Fisher or Womble. The only man to be hurt would have been Fisher. You would not have been hurt.

A. Of course I was going to buy 80 acres and sell 80 acres.

Q. You were selling what you were buying.

A. Yes, I was selling 80 acres.

Q. You were selling what you were buying from Fisher.

A. Yes, but it was not but 80 acres.

Q. You have not made any mistake about this have you.

A. I don't think there could be any mistake about that.

I just want my rights that is all I want.

Q. Mr. Norfleet, when did you say that survey was made.

A. In September.

Q. 1923.

A. Maybe so.

Q. Now, Mr. Norfleet, when was the last time after you made this contract with Mr. Womble to sell him this land that Mr. Womble mentioned the matter to you.

A. Well, the last that was said about it was when he wanted to rent the farm and fix up the agreement and Lawyer wrote a letter to Mr. Fisher to know if he was ready to pay the interest on the place and if he would rent the farm to Mr. Womble for the interest, \$349.50 and he told him he would let him have it for \$349.50 and it never has been mentioned since.

Q. Never was mentioned by you or Mr. Womble since that time.

A. No, sir. Mr. Womble paid me the rent all right too.

Q. After this agreement, marked "Exhibit D", dated January 30th, 1924, for \$349.50, signed by you, Mr. Womble and Clarence Fisher, nothing after that ever passed between you and Mr. Womble with reference to Mr. Womble's purchase of the property.

A. Yes, sir, it was cancelled by that, had nothing more to do with it.

Q. Mr. Womble paid you the \$349.50, after that.

A. Yes.

Q. Why didn't you ask Mr. Womble to release you from your obligation.

A. I have never been in the law or anything of the kind and I thought that released us, that agreement between me and Mr. Fisher.

Q. In other words to be released of that obligation to Mr. Womble you were depending on that agreement dated January 30th, 1924, for the 1924 rent of the farm.

A. Yes, sir.

Q. That is all you stand on.

A. Yes, sir, Mr. Fisher had not been able to complete the deal because he could not get the Federal Land Bank to release the land. I was trying to get it for Mr. Womble

but Mr. Fisher did not want to sell it to Mr. Womble. He said Mr. Womble was not a very agreeable neighbor and he did not want him next to him.

Q. To whom did Mr. Fisher say that.

A. He told some of the neighbors he did not want Womble to have the farm.

Q. He did not tell you that.

A. No, sir, he did not.

Q. Did he tell you anything at all about Mr. Womble.

A. No, sir.

Q. What you are saying is what you heard from somebody else.

A. Yes, that is the truth.

Q. Mr. S. E. Everett, your attorney, drew a contract between you and Mr. Womble-

A. If there was any writing between us he has done it.

Q. Mr. Everett, your attorney, drew a paper between you, dated January 30th, 1924, signed by you, Womble and Fisher, didn't he.

A. Yes.

Q. I believe you stated Mr. Fisher never got in a position to deliver a deed to you for the piece that was surveyed.

A. That is for the eighty acres.

Q. For the piece that Mr. Cowling surveyed.

A. For the eighty acres.

Q. You never made a survey of any other, did you.

A. No, sir.

Q. Mr. Fisher never got in a position to deliver that piece to you.

A. No, sir, when Mr. Womble rented the farm I thought it was all wound up.

Q. Now, you mean that when Mr. Womble bought the other farm you took it for granted he did not want this.

A. Yes.

Q. He did not tell you so.

A. No, sir, I did not suppose he was able to own two farms.

Q. He did not tell you so.

A. No, sir, but I ~~knew~~ knew he was hard up.

Q. How did you know that.

A. I loaned him some money while he was there on the farm.

Q. How much money has Mr. Howard Holland paid you on the rent this year.

A. I have no idea, lawyer.

Q. Will you file an itemized statement of the amount you have received with the evidence in this suit.

A. Yes, I will do the best I can.

Q. Do you know when Mr. Fisher's sale was.

A. It was along in January.

Q. January 27th, this year.

A. Yes, sir, I suppose that is right.

Q. You won't say that is not the day.

A. No, sir.

Q. Now, at one time this year, I believe it was February 10th, 1925, Mr. Womble went to see you and offered to make a payment of \$266.66 on the property.

A. He came up there but I never saw any money.

Q. You told him you would not give him a deed, didn't you.

A. I would not give him a deed. How could I give him a deed when the Government had a deed of trust on it.

Q. In other words when Mr. Fisher conveyed this land to you you cancelled his debt to you and had the deed of trust of the Federal Land Bank assigned to you.

A. Yes.

Q. And that loan of \$6,100.00 is still on the land.

A. Yes, sir.

Q. When Mr. Womble offered to pay you \$266.66 in February of this year what did you tell him..

A. I told him I could not give him a deed. I never saw any money he had.

Q. You told him you were not going to take it.

A. I would not take it. I was not in shape to give him a deed. The government would have to do that. I had no right to convey any land to him.

Q. The reason was because the Federal Land Bank had this mortgage on it.

A. Certainly.

Q. And that was your only reason for refusing the money.

A. Yes, I did not want to take somebody else's money. I won't going to do it.

Q. You remember going in Mr. Linwood Norfleet's store and meeting in there Mr. Womble.

A. Yes.

Q. You told Mr. Womble that day you would not make him a deed.

A. I don't remember about that. I asked him when was the case coming off and I think he said that you or Lawyer Holland was in Roanoke.

Q. You don't remember what you told Mr. Womble about giving the deed.

A. That is all I recollect.

Q. Mr. Linwood Norfleet/^{said you}told Mr. Womble you could not make him a deed. You don't deny making that statement.

A. I don't. I had no right to make a deed.

Q. The only reason you have no right to make a deed to it is because the Federal Land Bank has a mortgage on it. If it was not there then you could make a deed, couldn't you.

A. I should think so.

Q. Have you ever tried to get the Federal Land Bank to release this survey made by Mr. Cowling from the big mortgage and take a mortgage of \$2,000. or \$3,000. on

the piece surveyed by Mr. Cowling.

A. No, sir.

Q. You don't know whether the Federal Land Bank would do that or not..

A. No, sir.

Q. You have made no effort to find out.

A. No, sir.

Q. If that was ~~fff~~ done you could give him a deed to the piece Mr. Cowling surveyed.

A. I want you to understand it was eighty acres he was to buy.

Q. Yes, I understand. Now, let me see if I understand you clearly. Are you willing to give him a deed today for eighty acres.

A. If he will give me \$4,000.00, cash.

Q. But this contract says the payments are to be divided into fifteen notes. Mr. S. E. Everett was your lawyer you signed that agreement didn't you.

A. Yes.

Q. You agreed in that paper to divide the \$4,000.00 into fifteen notes, didn't you.

A. Is Mr. Everett's name there.

Q. Mr. Everett was your lawyer.

A. He did what writing I had done.

Q. If you agreed then to let Mr. Womble make this

\$4,000. payments by payments of \$266.67 why aren't you willing to let it be paid on that basis now.

A. I am not.

Q. Why not.

A. I don't know whether I will ever get my money if I go that far. I don't want to trust the man as far as that.

Q. So today you would not be willing to divide up that \$4,000. into these 15 notes, payable \$266.67 each, with interest from date on the of January of each year.

A. It is a long time.

Q. You would not do that.

A. No, sir, I would not like to.

Q. Now, if Mr. Womble were to pay you the notes that are already due or would be due if the contract should be carried out with interest, would you accept it and let him pay the other notes as they would become due or double you demand the \$4,000.00 in cash.

A. I would rather have the money. I want to be fair.

Q. You would not do anything but let him have eighty acres of this land in cash.

A. That is all, that is what I was buying from Mr. Fisher.

RE-EXAMINATION

By S. E. Everett:

Q. Do you feel under any obligation to give him a deed to this at all.

A. I don't.

Q. Do you feel that you were acting for him as agent and that you were released from that absolutely.

Counsel for Complainant objects to that as written contract is the best evidence.

A. I do.

RE-CROSS-EXAMINATION By Mr. Corbitt:

Q. Regardless of any obligation one way or the other you have said now if he will give you \$4,000.00 he could have the eighty acres. How would you get that eighty acres.

A. I don't know.

Q. You would have had to have gotten it if Fisher could have ~~been sold~~ sold it. How would you have got from the 104 acres the eighty acres.

A. "ould have to cut off 24 acres off the piece.

Q. Cut if off the meadow or one lot.

A. One lot, next to the cross fence going down to the swamp.

Q. In other words you would have taken off 24 acres from the fence to the swamp.

A. Yes.

Q. Don't you think this would have left out the house.

A. I don't know.

Q. Wouldn't you feel sure 24 acres would cut the dwelling house out.

A. I don't know about that.

Q. If you were going to take off 24 acres, would you take it from the road or take it off the back side.

A. From the road to the back line and take the house on it, just eighty acres of land.

Q. What you mean by giving eighty acres now is to leave the house out and give him eighty acres next to the swamp.

A. Eighty acres is all he wanted.

Q. If it came to the point where that eighty acres had to be cut off, how would you get the eighty acres.

A. It looks to me like a square piece of land from the road to the back line, looks to me like it would be right easy to get.

Q. Now, Mr. Norfleet, when you and Mr. Womble agreed on these eighty acres, wasn't it clear in your mind that he was to get the house in the eighty acres.

A. If it came inside of eighty acres of course.

Q. Didn't you have it clear in your mind that Mr. Womble would not buy that property if there was no house on it.

A. If the house came in the eighty acres he would have gotten it.

Q. How would you get the eighty acres unless you took it off the back.

A. From the front line to the back just as straight as you can go, with the back the same as the front.

Q. If you had gotten it from Mr. Fisher would you have taken off that way.

A. Yes.

Q. Give us the boundaries of the eighty acres today.

A. Don't know where the eighty acres would strike.

Q. Haven't you any idea.

A. Not exactly.

Q. Didn't you have some idea at that time.

A. No more than now.

Q. How would you take the eighty acres now.

A. From the road to the back line.

Q. And if that would take the house out.

A. That is the way I would take it.

Q. In other words, if Mr. Fisher had offered you the eighty acres with the house out you would have taken it and sold it to Mr. Womble.

A. If he had not wanted it with the house.

Q. Was your mind clear that you were buying eighty acres to take the house in.

A. I supposed it was, we did not know whether it was or not.

Q. In other words to leave the house in you would have to take 24 acres off at the rear of the tract of land. Isn't that the only way you could get eighty acres.

A. It could be cut from the road to the back.

RE-DIRECT EXAMINATION

By Mr. Everett:

Q. Could you not begin on the line near the Jerry Place and come out to the road there and leave 80 acres with the house in it.

A. I suppose you could.

Q. Is that not what you would have expected Fisher to do if he could have sold to you.

COUNSEL for Complainant objects to question and answer on the ground that the question is leading.

A. Certainly.

RE-CROSS EXAMINATION By Mr. Corbitt:

Q. As I understand it you are offering today eighty acres of land including the land starting far enough North from the corner of the old road leading to the Jerry Place and running somewhat parallel with the road to Jones Swamp, making it 80 acres. As I understand you are willing to give a deed to that for \$4,000.00 cash.

A. Well-

MR. WILLIAMS: Has there ever been any certainty as to the lines, as to where the 80 acres were to be.

A. No, sir.

Q. If you had your eighty acres and took in the house that would leave you 24 acres of swamp land in connection with the other land.

A. Yes.

Q. The line establishing the eighty acres has never been surveyed.

A. No, sir.

Q. Why wasn't that done.

A. They did not have time.

RE-DIRECT EXAMINATION By Mr. Everett:

Q. Did they ever get in a position to give you a deed, to have it done.

A. No, sir.

Q. Therefore it was not done.

A. No, sir.

RE-CROSS EXAMINATION

By Mr. Corbitt:

Q. Mr. Norfleet; in your testimony brought out by Mr. Everett, I believe you said you were interested in Mr. Womble and wanted to get him a home.

A. I tried to buy a place for him.

Q. The place was not worth anything to him for a home without a house on it.

A. Mr. Fisher thought it was worth something.

Q. It was worth something of course but you know that Mr. Fisher and you all understood that the dwelling house was going in with the land sold to Mr. Womble.

A. If it came in the eighty acres.

Q. You know that this line that you ran from the road near the line fence between the tobacco barn and the packing house-

A. Yes.

Q. And the tobacco barn was left on the outside of the land between the new line and the line fence.

A. Yes.

Q. And on the land that Cowling surveyed was left the packing house and the dwelling house.

A. Yes, sir.

Q. And it was your idea all along in your testimony that if you were going to cut off $24\frac{1}{2}$ acres it could be cut off by running the line from the road to the swamp.

A. Or you can cut it off at the back but you can cut it off easier at the back.

Q. Mr. Everett suggested that to you. Why was it Mr. Everett after a long examination only could get you to say you could take it off the back.

A. I thought of it all the time.

Q. Why didn't you say so before.

A. You could get it nearer that way. From the road to the back it is a square piece of land off the side better than it is off the back.

Q. You actually think that could be done.

A. But you can get it off the back.

Q. The only lines that have ever been fixed were in that survey fixed by Mr. Cowling.

A. Yes.

Q. That started at a post on the road and then ran back

across the field between the tobacco barn and the packing house to the back line which they established outside of the old cross fence, down that old fence to the swamp.

A. Yes.

Q. That line is marked there today, is it not.

A. I suppose so, the trees have been cut down.

RE-DIRECT EXAMINATION

By Mr. Everett:

Q. They have asked you if you would give a deed to the 80 acres of land and you have stated that you would for \$4,000.00 cash. Now if you do that, what are you offering.

A. Get it out of the survey.

Q. What are you offering for \$4,000.00. That is what they want to know and that is what the Court wants to know.

A. They could start at the front and go towards the back and get 24 acres off or they could go across the back and get 24 acres off.

Q. You would give them a deed for \$4,000.00 cash and leave that with them.

A. Yes, sir.

Q. That is what I wanted to know.

And further this deponent saith not.

S. E. Everett, being sworn for the defendant,
testified as follows:

By Mr. Williams:

Q. Give your name, age, residence and occupation.

A. S. E. Everett; 55; Suffolk; attorney. I wish to tell what I know about this case as to the Cowling survey and the arrangements between Mr. Norfleet, Mr. Womble and Mr. Fisher in 1923. I suppose it was around the first of December or a little later that I knew anything about the trade. Mr. Womble and Mr. Norfleet came to my office and wanted me to write some agreement and the agreement dated December 11th, 1923, which is known as "Exhibit C", was written. Up to that time Mr. Norfleet knew nothing of the time he had to give Mr. Womble and Mr. Womble pulled out a note-book and he had written out the tame he wanted to pay this in. That was put in this agreement and Mr. Norfleet after a while /said let it go that way, it was satisfactory. Of course it all depended on the question as to whether or not Mr. Fisher could give a deed. That is what is meant by the language of this contract when it said that "with all of which facts you are thoroughly familiar". I wrote Mr. Clarence Fisher on January 18th, 1924. I was then trying to get him to pay the interest on-

MR. CORBITT: (Interposing) We want to enter a general objection to any statement of Mr. Everett that may tend to vary the written contract between

Mr. Womble, Mr. Norfleet, the same being not proper testimony, and we further object to any correspondence between Mr. Everett and Mr. Clarence Fisher or Mr. J. T. Fisher, or between Mr. Everett and Mr. Norfleet, where Mr. Womble knew nothing about such correspondence.

A. The letters are not to vary the contract but simply show we were trying to get Fisher to carry out the contract and I want to say here it is my recollection it was considered a friendly act on the part of all and I don't think there was any fee.

Q. Were you acting as attorney for Womble, Fisher or Norfleet.

A. I was acting in a friendly way for everybody, don't think there was a penny paid to me by anybody. I am introducing these letters. The first one, dated January 14th, 1924, marked "Everett Exhibit 1" is as follows:

"Mr. Clarence Fisher, Holland, Va.,
Mr. J. T. Fisher, Battleboro, N. C.

Gentlemen:-

After Mr. J. T. Fisher was in my office I have seen Mr. Norfleet again and, if the twelve months interest on his money, for the year 1923, is paid, he is willing to go ahead and take a deed to the Drake place and release all claims against the other.

Unless this is done promptly, however, he has instructed me to sell the property.

As I have seen Mr. J. T. Fisher, I am now asking Mr. Clarence Fisher to come down and have a talk with me and see if we can arrange it in some way. Either come or write me some definite answer so I can know what to do before I proceed any further.

I will wait until the 18th before I advertise the property to see if you will come to see me.

Write me what to do about it.

Very truly yours,

SEE:R

(Signed) S. E. Everett. "

MR. CORBITT: The introduction of these letters is objected to on the ground that they can in no way bind Mr. Womble.

Letter, marked "Everett Exhibit 2", is as follows:

"Holland, Virginia, January 16, 1924.

Mr. S. E. Everett, Suffolk, Va., Dear Sir,

Received your letter today, in regard to Mr. Norfleet's interest on this place. I would like to hear from papa (J. T. Fisher) before I give you any definite answer. I told Mr. Norfleet in the beginning that he was to deal with him and any thing I did would be subject to his approval, but hope I will get something definite from him before the end of week and will let you know as soon as I do.

Yours truly,

(Signed) Clarence Fisher. "

Letter dated January 18th, 1924, marked "Everett Exhibit 3", addressed to Clarence Fisher from S. E. Everett, is as follows:

"Dear Sir:-

Received your letter, Mr. Norfleet is now in the office and is anxious to close this matter as early as possible. The fact that you saw your father on Sunday and that I saw him Saturday and had a letter from him today seems to make it unnecessary for you to see him any further.

He told me he was never going to agree to pay anything and that we could go ahead and sell if we wished to.

The only remedy I see now is for you to raise the money (interest) yourself and come and pay Mr. Norfleet, otherwise he has instructed me to sell the property. I suppose

you will receive this letter and can be in here Monday and Mr. Norfleet can meet you at my office on Monday.

Thanking you for acknowledging receipt of your letter and with best wishes, I am

(Signed) S. E. Everett."

Letter addressed to J. T. Fisher, dated January 18th, 1924, marked "Everett Exhibit #4, as follows:

"Received your letter this morning and in the same mail received letter from your son, Clarence, asking me to hold this matter up until he saw you.

I have just written him that I have received letter from you and that you told me last Saturday you were not going to do anything further and that Mr. Norfleet could proceed to do as he saw fit.

I have written Mr. Clarence Fisher that I am going to hold this matter until Monday the 21st, 1924.

Very truly yours,

SEE:R

(Signed) S. E. Everett."

Letter addressed to S. E. Everett by Clarence Fisher, dated January 22nd, 1924, marked "Everett Exhibit #5, as follows:

"Enclosed you will find check for Mr. Norfleet's interest. It looks like the Federal Land Bank is not going to release the Drake place, and I have done every thing I could to get this and spent every cent I could for same and don't see how I can do anything else.

Yours truly,

(Signed) Clarence Fisher."

Letter of S. E. Everett, addressed to J. T. Fisher and Clarence Fisher, dated January 23rd, 1924, marked "Everett Exhibit #6, as follows:

"I am today giving the advertisement of the farm at Holland to the paper and having hand bills made in order to better advertise same. It will be sold on Tuesday, the 26th of February, at 12 noon, in Suffolk.

I am sorry you did not come to see me before this was done, but am writing this letter so you may know as early as possible what is going on.

Very truly yours,

(Signed) S. E. Everett."

Letter addressed to Mr. Clarence Fisher, dated January 25th, 1924, marked "Everett Exhibit #7", as follows:

"Your letter received, also check of \$348.00, payable to E. S. Norfleet, which has been turned over to him.

I do not know how you made the error, but the interest for twelve months on \$5,825.00 is \$349.50. Mr. Norfleet says he is accepting this check, with the understanding that you are to send him check for the remainder of the interest, \$1.50, to close the year's interest.

There were some papers passed between you and Mr. Norfleet and also Mr. Womble, about some sale and while officially I have nothing to do with this part of it, yet at the same time I think it would be proper for you to see Mr. Womble and let him know how the matter stands.

It appears to me you will not be able to make the deal with Mr. Womble and I feel that he ought to know it as soon as possible. You can take it up with him and at the same time I am sending him a copy of this letter, which will explain to him what has been done.

With best wishes, I am

Very truly yours,

(Signed) S. E. Everett.

I wrote this because I did not want Mr. Womble to be disturbed. He was the tenant, therefore Mr. Fisher should let him know that the land would be sold. As far as I know

that was the end of the deal between Mr. Womble, Mr. Norfleet and Mr. Fisher. In order to make them all safe I wrote a letter on January 30th, 1924, addressed to Mr. Clarence Fisher, which is already introduced in the evidence as "Exhibit D", and which I will call this time #Everett Exhibit #8, which letter is as follows:

"Mr. W. R. Womble and Mr. E. S. Norfleet are now in my office and I have put to them the proposition you wrote in your letter to me, and Mr. Womble has agreed to pay Mr. Norfleet the interest on his deed of trust, held on the farm, for the year 1924, as rent for the place, which amount is \$349.50.

This is done with the understanding, however, that Mr. Womble hold the same land he held last year.

Of course you understand that surveying and agreeing to buy etc. would not change Mr. Womble's land and he is agreeing to occupy the land he held last year and with this understanding will pay the rent of \$349.50 to Mr. Norfleet instead of to you.

In order to have this on file I would like for you to sign at the bottom of this letter under the signatures of Mr. Womble and Mr. Norfleet, who have signed under the word "accept".

I am returning copy for you to keep and you return this to me, and give Mr. Womble one.

I would suggest that you make no suggestions different from this, because this looks like it will put you by for twelve months more, at which time you may be able to take care of the situation.

Very truly yours,

(Signed) S. E. Everett.

We accept:

(Signed) W. R. Womble
E. S. Norfleet
Clarence Fisher."

Mr. Womble and Mr. Clarence Fisher signed this letter and after that letter was signed by all parties, it was satisfactory to all parties, I was instructed not to go any

further in advertising the property and that is what stopped the sale of the property. Letter of Clarence Fisher, addressed to me, S. E. Everett, dated June 5th, 1924, marked "Everett Exhibit #9, as follows:

"I think I can get in position to give Mr. Norfleet a clear title to that part of this place he wanted last fall and if he wants it with the same bargain we made last fall you can let me know and it will try and get things strait as soon as I can.

Yours very truly,
(Signed) Clarence Fisher."

Q. By MR. WILLIAMS: What was that bargain referred to in that letter.

A. It was selling eighty acres of land.

MR. CORBITT: The contract speaks for itself.

Q. Was that the contract between Mr. Norfleet and Mr. Womble.

A. Certainly.

MR. CORBITT: The written contract speaks for itself, object to any oral testimony that tends to vary it.

The Witness: I want to say why that was eighty acres of land. I have figured it out and figured it out at that time for Mr. Norfleet. Mr. Fisher would not take any less than he paid for the land but finally agreed to make it even eighty acres for the \$5,825.00 he owed Mr. Norfleet. I asked Mr. Norfleet if he thoroughly understood what he was doing and he said, "Yes", if Mr. Womble could get the land he was allowing \$1,825.00. Mr. Norfleet was not considering his

side of the matter. He was losing \$1,825.00 to get that land for Mr. Womble. Mr. Norfleet was not representing his own interest in the matter but was agent for Mr. Womble.

MR. CORBITT: Object to the testimony, the statement of Mr. Everett as to whom Mr. Norfleet was doing this for. Mr. Norfleet has testified fully and his testimony is the best evidence of what passed between him and Mr. Everett.

Q. I want you to explain what you mean when you say Mr. Norfleet was acting as agent of Mr. Womble in making this deal.

A. I said what I have because Mr. Womble and Mr. Norfleet talked in the office here before me with I wrote that contract, marked "Exhibit C", and they went over the matter with me and said they had an agreement to get eighty acres of land from Mr. Fisher-

MR. CORBITT: The complaintant objects to any statement of Mr. Everett that tends to vary the paper signed by Mr. Norfleet and Mr. Womble, dated December 11th, 1923, and it is understood this same objection is to apply whenever in law it is applicable.

The Witness: Wish to state I am not offering anything to vary the contract marked "Exhibit C".

Q. What I am asking you, Mr. Everett, is to state why you say Mr. Norfleet was acting as the agent of Mr. Womble in closing this transaction with Mr. Fisher.

A. I say that from the conversation that passed when I was writing this agreement between them. It was talked that Mr. Norfleet had been trying to get this piece of property for Mr. Womble and, as I understood it and believe, that contract marked "Exhinit C" was written more to get Mr. Womble's terms of payment in it than anything else. They had never approachked me before and I knew nothing about the survey or the eighty acres of land until that time.

MR. CORBITT: Further objection to this testimony as to why Mr. Norfleet was endeavoring to get this land from Mr. Fisher on the ground that Mr. Everett's statement conflicts with and contradicts in some particulars the statement of Mr. Norfleet himself, and Mr. Everett's statement cannot be used to impeach or contradict the testimony of the defendant in this suit.

MR. WILLIAMS: This evidence has not been introduced for the purpose of impeaching Mr. Norfleet nor does counsel for the defendant remember wherein it conflicts with the testimony of Mr. Norfleet in so far as it seems to set out the fact that Mr. Norfleet in this matter was acting for or as the agent of Mr. Womble.

The Witness: I replied to the letter of Clarence Fisher, dated June 5th, 1924, which letter is dated June 9th, 1924, marked "Everett Exhibit #10, as follows:

"Your letter of the 5th instant received and Mr. Norfleet is in my office now, but says as long as the deal did not go through last Fall he does not care to make any changes at this time.

Very truly yours,

SEF:R

(Signed) S. E. Everett."

After Mr. Norfleet purchased the farm from Mr. Fisher, Mr. Norfleet talked to me and told me Mr. Womble had moved the stable manure and I wrote Mr. Womble a letter, which has been introduced in the evidence and marked "Exhibit F", which letter was dated January 28th, 1925. Do not think Mr. Womble replied to my letter but wrote Mr. Norfleet a letter which came to me and which was introduced in the evidence as "Exhibit E". In this letter nothing was said about any land but he was trying to give some excuse why he moved the stable manure. Just after that I made out an account and sent it to B. W. Council to have a warrant issued. Before any warrant was issued, Mr. Council, So Mr. Womble said, went with Mr. Womble to see Mr. Norfleet and undertook to offer a first payment on the land to Mr. Norfleet and undertook to get a deed to the property. The next thing I heard from it was that Mr. Norfleet had been sued and he sent the summons to me.

Q. By MR. WILLIAMS: From all you know of the transaction are you prepared to state that Mr. Norfleet in this transaction to purchase this land from Mr. Fisher was acting solely and only as the agent of Mr. Womble.

MR. CORBITT: This question is objected to by the Complaint on the ground that it calls for a conclusion

which is clearly inadmissable. All this witness can testify to are the facts within his knowledge, he can give no conclusions or opinions.

A. I am not going to give any conclusions or opinions, simply state what I know because their talking it before me gives me the knowledge. They talked it before me that Mr. Norfleet had nothing to do with it except simply as the agent of Mr. Womble. If that agreement had not been closed as to the land ~~and the land~~ and the whole thing called off at that time I had been authorized to sell the property and I don't know who would have been the purchaser.

MR. CORBITT: Objection renewed on the ground that it varies the contract in writing between the parties, introduced in evidence.

Q. At the time this contract was entered on with reference to the land it was understood between Mr. Womble and Mr. Norfleet that if the agreement with reference to the purchase of the land was called off it was to be of no effect.

MR. CORBITT: Question objected to on the same ground and on the further ground that Mr. Norfleet himself has testified.

A. This letter of January 30th, 1924, marked "Everett EXhibit #8, is my reply to the letter of Mr. Clarence Fisher in which he stated he could not make the deal and could not make a deed and the last proposition was to see if he could raise the interest for the year 1923, and if Mr. Norfleet would let him continue to

hold the land for the year 1924 as a loan for the part he occupied and that ended the purchase of any land. As far as that goes Mr. Womble, Mr. Fisher and Mr. Norfleet knew it beyond any question and know it today.

CROSS EXAMINATION

By Mr. Corbitt:

Q. Have you introduced all the letters you have that have passed between you as attorney for Mr. E. S. Norfleet and Mr. Clarence Fisher or Mr. J. T. Fisher and all letters that have come into your possession from Mr. J. T. Fisher or Mr. Clarence Fisher about this land.

A. If I have not I have my file and will file anything that bears on it whatever and you are at liberty to see all of that.

Q. Are you willing for me to examine all of the letters between you and Mr. J. T. Fisher or between you and Mr. Clarence Fisher or between you and Mr. E. S. Norfleet with reference to this land in question.

A. I am willing for you to see any letters I can find with reference to this land or anything pertaining to the same and I will get these letters and you can file them. I have a number of letters I have written Fisher that I have written him to come here and testify and I can get all of these and if counsel for complainant knows of any special letter that would give any light on this subject, that I don't know of, I would special interest in trying to find it.

MR. CORBITT: Counsel reserves right to have further

of Mr. Everett
letters/in the case, for counsel to go into this matter
further should they deem it necessary or desirable.

Q. Mr. Everett, your file shows, in addition to the letters you have introduced, a number of letters written by you with reference to this property. Do you mean to say that you have received no compensation whatever for your services and expect none.

A. You will have to make a distinction between these letters. The letters I have introduced are letters that were written in relation to the Womble purchase and about the piece of land he sold Fisher and all of that work was done without compensation, without hope or even thought of compensation. This is only a sample of my goodness at this office. I really was in sympathy with Mr. Fisher and while I wanted Mr. Norfleet and Mr. Womble to come out all right it looked like Mr. Fisher was going to be completely bankrupt if this land was advertised and sold. While it would have given me a fee it seems I was doing all I could to avoid this.

Q. Were you Trustee under the deed of trust that Mr. Norfleet held for \$5,825.00/

A. Yes.

Q. Are you related to Mr. Norfleet by blood.

A. Very distantly related. I did not finish what I started to say. While nothing has been said about any fee I know Mr. Norfleet would expect to compensate me for what I have

done in this case but up to the present time nothing has been said about any fees.

Q. Did you have any connection at all with the transaction when the \$6,000.00 was gotten from the Federal Land Bank and paid to Mr. Norfleet and the second deed of trust given to Mr. Norfleet.

A. My memory does not serve me in this, do not remember whether Mr. Harris prepared the deed of trust for Mr. Fisher for Mr. Norfleet.

Q. You represented Mr. Norfleet in that matter.

A. I suppose I did but I made no charges, as I said, did it just as I did in this case without any charges, without any expectation of being compensated.

Q. When Mr. Norfleet came to you with Mr. Womble on December 11th, 1923, at which time you prepared the agreement for the sale, from that time on up to the time the suit was instituted you received no compensation and expected no compensation for your services.

A. I have never given it a thought. If anything has ever been said about it I don't know when it was.

Q. Why is it you have been willing to give your time and services without charge.

A. I can only explain it by showing you other files of cases in which I have done similar things for other people. Yesterday I spent in crying the property of a poor widow.

She was alone in the world and I made up my mind to go as it was the best Xmas present I could give a widow. I can tell you another case of a young man up here who was about to lose a farm he paid \$20,000.00 for. I sweated over it with him, saved it for him and got nothing out of it but a note for \$67.00 which he still owed.

Q. Mr. E. S. Norfleet is not in such financial straights, is he, this would not apply to him.

A. Not at all, certainly not, but I was named after him. The road only separated us and we lived in each others homes for years and when they came and talked to me, when people come and talk to me about things I think will go off in short order I just don't ask them for charges. In other words, if I didn't do it from the best of motives I want Mr. Norfleet to say so, he is listening to me and I know he expects to pay me for my trouble in this suit but I have not charged him anything for other little work from time to time that went off in a hurry and neither did I charge him for writing that agreement, or any of them.

Q. The first you knew about this transaction between Mr. Norfleet and Mr. Womble for the sale of that property was when they came to your office and you prepared the paper.

A. I suppose I might have heard something about it before they came to the office but I am under the impression that I knew they were coming to my office on that day, whether I knew why they were coming or not.

Q. Did Mr. Fisher pay Mr. Norfleet any interest on the \$5,825.00 deed secured by deed of trust after the deed of trust was given securing the deed.

A. I can only answer things I remember that happen to come to me. Mr. Fisher paid 1923, as these letters I have introduced will show and Mr. Womble paid 1924 but I will not say he paid that of my own knowledge. I wrote Mr. Womble that Mr. Norfleet had moved to Franklin and told him Mr. Norfleet said he could pay that interest to him but otherwise Mr. Norfleet would sell.

Q. If Mr. Fisher would ~~bring~~ paying his interest entirely why was it Mr. Norfleet wanted to sell the property under the deed of trust.

A. In 1923 Mr. Fisher did not pay the interest or could not pay it. He went over to see his father. I gave him time to see his father. His father told him he would not pay another penny on the property. Mr. Norfleet had demanded it to be paid and in some way Mr. Fisher sent him a check for \$348.00. This was an error as the check should have been \$349.50. I wrote him for \$1.50 and he sent that. I was urging him to get Mr. Womble to pay the interest for the next year and Mr. Fisher stated he and Mr. Womble would do that and Mr. Norfleet accepted that and said he would let it go over.

Q. Your letter of January 25th, 1924, shows that Mr. Clarence Fisher had then paid \$348.00 and owed \$1.50. If Mr. Fisher had paid that interest why was it on January 30th, 1924, an agreement was entered into, under which Mr. Womble was to pay \$349.50 himself rather than Mr. Fisher should pay it.

A. You are asking me for an opinion on that.

Q. I am asking you for the facts.

A. I would think-

Q. Give me just the facts and give your opinion to the Court.

A. Then I won't answer it, it is not pertinent to the issue.

Q. I call for the facts you know and it is for the Court to say whether these facts are pertinent or not.

A. Mr. Fisher felt that Mr. Norfleet had to have some guarantee of payment for the coming year and Mr. Norfleet seemed to want some guarantee so Mr. Fisher undertook to get Mr. Womble to rent the land and pay the amount of interest for a year as rent. Mr. Womble was to pay this direct to Mr. Norfleet and Mr. Fisher was to have nothing to do with that rent.

Q. Norfleet rather looked to Mr. Womble than to Mr. Fisher.

A. Well, I am satisfied the contract would state why they have Mr. Womble in it. If you want my opinion I will tell you.

Q. At that time Mr. Fisher was not in a position to convey the Drake farm to Mr. Norfleet.

A. He told him that in ~~xxxxxxxxxxxx~~ his letters.

Q. In this letter dated June 5th, 1924, marked "Everett Exhibit #9, Mr. Fisher wrote he was then in a position to give Mr. Norfleet a clear title to the land Mr. Cowling had surveyed off. Why was it Mr. Norfleet did not then take title to that property and carry out the agreement with Mr. Womble.

A. First, the letter does not say he is in a position to give a clear title. We thought he was far from it but Mr. Norfleet did not want to have anything more to do with it. As Mr. Womble had rented and agreed to pay the interest for that year he felt he was safe for that year and did not want to have anything more to do with me. Further more I do not think Mr. Fisher had Mr. Womble in mind when he offered to sell then. Right after that he tried to sell the Drake Farm to Mr. Norfleet.

Q. In your letter of June 9th, 1924, marked "Everett Exhibit #10", you wrote as follows: "As long as the deal did not go through last fall he does not care to make any change at this time." Why was it Mr. Norfleet did not want to make any change because the deal did not go through last fall.

A. He was trying to buy it for Mr. Womble in the fall. He failed on that. The matter was over with and Mr. Norfleet

did not want to have anything at all to do with me, said he did not want it himself and said he would not have anything to do with it.

Q. You have testified that when that paper dated January 30th, 1924, in which Mr. Womble was to pay \$349.50 for rent and the interest was guaranteed that ended the entire matter between Mr. Norfleet and Mr. Womble. Why is it in this letter of June 9th, 1924, you say as long as the deal did not go through last fall, that is the fall of 1923, he did not care to make any change at this time.

A. I think that is clear enough to anyone. As illustration, I might agree to buy a piece of land today from a friend and just not get it and six months later I might try to get it and my friend might not be interested. Mr. Womble was not asking Mr. Norfleett to get it any further and Mr. Norfleet was not interested in getting it. And besides that Mr. Fisher was taking this breathing space in here to try to sell his farm and I went over it several times. This letter to him about the sale of a part of the farm was not the last time he approached me. It was his salvation to sell the farm. I was begging for time for him hoping ht might have time to sell and get clear without any loss. My memory is fresh as to this part. I questioned as to whether I would say anything to Mr. Norfleet about this letter from Mr. Fisher but I did make it known to him, with the result that he said he did not want to have anything more to do with it.

Q. You say then that as soon as Mr. Womble put his name to that paper dated January 30th, 1924, agreeing to pay \$349.50 for interest and rent was when Mr. Norfleet was sure he was going to get it, therefore Mr. Norfleet was satisfied and it ended the contract between him and Mr. Womble in your opinion.

A. That was the purpose of the letter. I can readily show you I have Mr. Fisher in mind as I said: "I would suggest that you make no suggestions different from this, because this looks like it will put you by for twelve months more, at which time you may be able to take care of the situation." In other words I had in mind if he had twelve months he could sell his farm and get out

Q. A part of the farm or all of it.

A. Part or everything.

Q. Taking care of the situation might not mean all this.

A. Yes, but I will swear that was what it meant. I am telling you exactly what I had in mind when I wrote that letter to Mr. Fisher. I never dreamed of anything else and Mr. Womble never dreamed of anything else until I wrote him a letter asking for the return of the stable manure.

Q. That is a matter for you to argue.

A. Mr. Womble did not dream of anything else or budge until we stirred him over the stable manure. The Court can have that as a fact.

Q. You are now testifying as a witness, are you not.

A. You ought to know that without asking me that question.

Q. You are also arguing the case for your client.

A. I stated to you the facts which have been proved here and testified to today. Lem Holland stated he said he had no right to move the stable manure, he was doing it to stir Mr. Norfleet.

MR. CORBITT: The testimony of Mr. Lem Holland speaks for itself.

And further this deponent saith not.

---oOo---

STATE OF VIRGINIA:

CITY OF SUFFOLK, To-wit:

I, Sue W. Riddick, a Notary Public for the City of Suffolk, in the State of Virginia, certify that the foregoing depositions of Linwood Norfleet, Henry Duke, M. Jordan March, W. R. Womble, C. C. Holland, John Askew, Howard V. Holland, T. L. Wright, E. S. Norfleet and S. E. Everett were duly taken and sworn to before me at the time and place and for the purpose mentioned in the caption; and that signatures thereto were waived by consent of counsel.

Given under my hand this 2nd day of February, 1926.

My commission expires the 25th day of March, 1929.

Sue W. Riddick
Notary Public.

W. R. Womble.....Complainant

vs. DECREE

E. S. Norfleet.....Defendant

 This cause came on this day to be heard upon the complainant's bill and Exhibits filed therewith; the respondent's answer to said bill; the complainant's replication to said answer and the depositions taken and filed on behalf of the complainant and respondent, and was argued by counsel.

 On consideration whereof, it appearing to the Court from the bill, depositions and exhibits filed in this cause, that the said complainant, W. R. Womble, is not entitled to specific performance prayed for in this said cause, the Court doth adjudge, order and decree that the said cause be dismissed; that the said complainant pay unto the said respondent his costs by him in this behalf expended.

 And there remaining nothing further to be done in this cause, it is ordered that the same be stricken from the docket.

IN THE CIRCUIT COURT OF
NANSEMOND COUNTY, VIRGINIA

W. R. Womble

vs. DECREE

E. S. Norfleet

Enter February 14, 1927.

Jas. S. Moore.

Book #6

Page 66

Entered the _____ day of
February, 1927.

Chancery Order Book

No. _____, page _____.

W. R. Womble.....Complainant
vs. ANSWER
E. S. Norfleet.....Defendant.

The answer of E. S. Norfleet to a Bill of Complaint filed against him in the Circuit Court of Nansemond County, by W. R. Womble, Complainant.

This respondent, reserving to himself the benefit of all just exceptions to the said bill of complaint, for answer thereto, or to so much thereof as he is advised it is material he should answer, answers and says:

First: It is true that your complainant, W. R. Womble and your respondent, E. S. Norfleet, entered into a written contract, by which said contract or agreement, the said E. S. Norfleet agreed to sell a certain tract of land of eighty (80) acres to the said W. R. Womble, for the sum of Four Thousand (\$4,000.00) Dollars, and the said W. R. Womble was to secure the same as set out in the said contract, which said contract is filed as "Exhibit A" along with the bill of complaint. Your respondent states that in so doing he was acting solely as agent and friend of W. R. Womble, trying to secure title to the said land for the said W. R. Womble. It is also true that the said W. R. Womble, E. S. Norfleet and Clarence Fisher had John P. Cowling make a survey of the property and these lines are now established. It is not true, however, that Clarence Fisher ever agreed to sell the entire part surveyed by the said John

P. Cowling. Clarence Fisher only agreed to sell eighty (80) acres of land for the sum of \$5,825.00.

Second: Clarence Fisher was the owner of the property now in dispute and the other farm known as the E. S. Norfleet farm, and Clarence Fisher owed your respondent the sum of \$5,825.00, subject to a deed of trust of the Federal Land Bank of Baltimore, and the said \$5,825.00 was secured by second deed of trust on the E. S. Norfleet farm, including the part now claimed by the said W. R. Womble. Your respondent was fully aware that the said Clarence Fisher and W. R. Womble had had unsuccessful crop yields for four years, and your said respondent felt they were deserving young men, and from the purest and most unselfish of motives desired and undertook to aid them in their misfortunes. The said Clarence Fisher demanded as much for the property as he paid for the same, which amounted to \$74.00 per acre, but finally agreed to take \$5,825.00 for eighty (80) acres of land, which paid your respondent's deed of trust in full. The said W. R. Womble claimed that Four Thousand (\$4,000.00) Dollars was all he could pay for the eighty (80) acres of land and your respondent then agreed to give the said Clarence Fisher the sum of \$5,825.00 for the said eighty (80) acres of land and let the said W. R. Womble have the same for the sum of \$4,000.00 and time to pay for the same as set out in the contract filed with the bill of complaint. Your respondent thoroughly understood that he was losing thereby the sum of \$1,825.00, which was really a gift to either Clarence

Fisher or W. R. Womble, or both.

Third: It finally developed that the said Clarence Fisher failed to make arrangements with the Federal Land Bank of Baltimore for the release of the said eighty (80) acres of land and then the said W. R. Womble and Clarence Fisher came to some terms about the rent of the land for the year 1924, that is the said W. R. Womble agreed with Clarence Fisher that the said W. R. Womble would pay the interest of your respondent's deed of trust as rent for the year 1924. Your respondent, believing then that the said Clarence Fisher and W. R. Womble could take care of the situation in this way, agreed to let the property remain as it was and he accepted from the said W. R. Womble the rent for the place occupied by him and credited the same as interest on the note of the said Clarence Fisher, and to carry out this agreement the said W. R. Womble, Clarence Fisher and E. S. Norfleet signed a contract, dated January 30th, 1924, referred to in the bill of complaint and copy of which is filed therewith. The signing of this agreement by all parties, to take the rent as interest on the deed of trust of \$5,825.00 released all parties from the former agreement and there was nothing further done about the purchase.

Fourth: Every act of W. R. Womble, since the signing of this agreement, shows that he had given up the purchase of the property and that he was released from any further obligation. The said W. R. Womble paid the rent to your respondent, knowing that your respondent had, or was going to purchase the entire property of the said Clarence Fisher, and the said W. R. Womble moved from the premises and gave up the premises to the tenant of your said respondent. When the said W. R. Womble moved from the said premises, or shortly thereafter, he moved the wire fence

from the premises and also moved, or hauled away, all of the stable manure, and nothing was said to your respondent by the said W. R. Womble about the purchase of the place until your respondent demanded of the said W. R. Womble that he pay him for the stable manure hauled away, or return the same to the premises.

And now, having fully answered the complainant's bill, this respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended.

E. S. Margulies
Respondent.

W.R. Womble.;.....Complainant
vs) Bill of Complaint
E.S. Norfleet.....Defendant

To the Honorable Circuit Court of Nansemond County:

Your complainant, W.R. Womble, respectfully represents:

(1) That on the 11th day of December, 1923, your complainant and the said defendant, E.S. Norfleet, entered into a certain written contract, a copy of which is hereto attached, marked "Exhibit A", and made a part of this bill, by which said agreement the said E.S. Norfleet agreed to sell a certain tract of land, hereinafter described, to the said W.R. Womble, for the sum of FOUR THOUSAND (\$4000.00) DOLLARS, evidenced by a deed of trust on said property for the said sum of Four Thousand (\$4000.00) Dollars, securing fifteen (15) notes of TWO HUNDRED AND SIXTY SIX and 67/100 Dollars each, with interest from date (meaning the date of the proposed deed of trust from W.R. Womble to E.S. Norfleet) the first note to be payable to said E.S. Norfleet January 1, 1925, and one each year thereafter until the last note was paid. In August, 1923, before said written agreement was entered into, the said W.R. Womble and E.S. Norfleet, together with Clarence Fisher and John P. Cowling, Surveyor, met on the premises and surveyed the tract of land hereinafter described, though the acreage was not calculated by the surveyor at that time. After said survey and after full knowledge and agreement on the part of both E.S. Norfleet and W.R. Womble as to the meets and bounds of said tract of land being sold, said contract covering the tract of land previously agreed upon as to boundaries, was made and entered into between said E.S. Norfleet and W.R. Womble on December

11, 1923. At that time the said E.S. Norfleet was purchasing the same said tract of land from Clarence Fisher, but title could not be obtained by E.S. Norfleet from Clarence Fisher during the Summer of 1923, or on December 11, 1923, on account of certain liens against said land which said Clarence Fisher was trying to have released. In pursuance of said contract of December 11, 1923, on January 30, 1924, it was further agreed in writing between W.R. Womble and E.S. Norfleet with Clarence Fisher a party thereto that W.R. Womble should pay to E.S. Norfleet \$349.50 as rent and interest for said land for the year 1924, on account of the continued failure of E.S. Norfleet to execute and deliver a deed for said property to W.R. Womble pursuant to his agreement above referred to, a copy of said additional agreement under date of January 30, 1924, being herewith filed; marked "Exhibit B", and made a part of this bill; that further in continuance of said agreements the said W.R. Womble paid to E.S. Norfleet the said sum of \$349.50 on January 9, 1925, and received a receipt therefor, as follows: "January 9, 1925, Received of W.R. Womble in full up to date \$349.50 for rent of land and intress for 1924, E.S. Norfleet, Clarence Fisher"; and,

(2) That on the following day after said receipt was obtained by said W.R. Womble, namely, on January 10, 1925, the said E.S. Norfleet received a certain deed from Clarence Fisher and Ethel B. Fisher, his wife, dated January 10, 1925, and recorded January 14, 1925, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 106, page 384, a certified copy of which said deed is herewith filed, marked "Exhibit C", and made a part of this bill, for a certain tract of land of Two Hundred and Seventy (270) acres, which said tract of land includes and contains within its boundaries the tract of land hereinafter described; and,

(3) That the said tract of land sold to said W.R. Womble by said E.S. Norfleet as above set out is described as follows:

All that certain tract of land situated in Holy Neck Magisterial District in Nansemond County, Virginia, containing One Hundred and Four and one-half (104 1/2) acres, by actual survey, as shown by survey made by John P. Cowling, surveyor, said tract of land being bounded on the North by the Jones Swamp Road, extending along Old Road Way Bed as formerly constituted to the Jones Swamp; on the East by Jones Swamp; on the South by the land of E.S. Norfleet; and on the West by the land of E.S. Norfleet. This is a part of the same tract of land that was conveyed to E.S. Norfleet by Clarence Fisher and Ethel B. Fisher, his wife, by their deed dated January 10, 1925, and duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, on January 14, 1925, in D.B. 106, page 384.

Said tract of land is further and more particularly described on a certain plat made by John P. Cowling, Surveyor, hereto attached, marked "Exhibit D" and made a part of this bill; and,

(4) The said W.R. Womble has been waiting on said E.S. Norfleet from December 11, 1923, for the said E.S. Norfleet to obtain a deed for said tract of land from Clarence Fisher, and was put off from time to time by E.S. Norfleet on the ground that he, E.S. Norfleet, had not yet received his deed from Clarence Fisher; and,

(5) That on January 28, 1925, the said W.R. Womble learned for the first time that said deed from Clarence Fisher and wife to E.S. Norfleet had been executed and recorded, and as soon thereafter as he was physically able to do so, namely, on February 10, 1925, your complainant, the said W.R. Womble, went to the said E.S. Norfleet, the defendant, and tendered the said E.S. Norfleet \$266.67, and requested and demanded from the said E.S. Norfleet a deed for the said land above

described pursuant to the agreement above set out between said W.R. Womble and E.S. Norfleet under date of December 11, 1923, at the same time offering to execute a deed of trust on said property as provided by said agreement, at which time the said E.S. Norfleet positively refused to carry out said agreement or to convey said land according to said agreement; and,

(6) Your complainant has at all times been ready and willing to carry out his part of said contract and has offered to do so:

In consideration whereof, and forasmuch as your complainant is remediless in the premises save in a court of equity, your complainant herewith tenders the said E.S. Norfleet again the said sum of \$266.67, and hereby offers to fully perform all of the provisions of his said contract with said E.S. Norfleet; wherefore, he, your complainant, prays that the said E.S. Norfleet may be compelled on his part to perform and comply with the provisions of said contract; that the said E.S. Norfleet may be compelled to execute and deliver to your complainant a good and sufficient deed, with General Warranty, to the above described tract of land of One Hundred and Four and one-half (104 1/2) acres, in fee simple, and to receive from the said W.R. Womble notes and deed of trust as provided for in said contract; that the said E.S. Norfleet may be made a party defendant to this bill, and required, but not on oath, to answer the same, the oath being hereby waived; and that your complainant may have all such further and other and general relief in the premises as the nature of his case may require, or to equity shall seem meet.

W R Womble
Complainant

Wm G. Holland
Counsel

State of Virginia,

City of Suffolk.....th-wit:

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

W R Womble
Complainant

Taken, sworn to and subscribed before me, Edna Diamond, a Notary Public of and for the City and State aforesaid, in my City aforesaid, this 12th day of February, 1925.

Edna Diamond
Notary Public

My commission expires March 26, 1927.

W.R. Womble.....Complainant
vs) Bill of Complaint
E.S. Norfleet.....Defendant

Filed Feb 16, 1928
H. L. Holland

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

Scale 10 P = one inch

