

1932-018

Nansemond Co (Suffolk)

Chancery Causes: Holland & Beaman Co] et al vs Nansemond Collegiate Institute et al

Suffolk Lumber Co] American Brick Corp]

Bradshaw Hardware Co], Holland, Farmers Bank of Nansemond, Va

Crocker, Harris, Brinkley

Folder 1 of 3

LA 11w folder 2 of 3

B.D.Crocker, trading as Suffolk Lumber Company, (Contractor) claims that Nansemond Collegiate Institute, a corporation chartered and existing under the laws of the State of Virginia, having its principal office in Nansemond County, Virginia, (Owner) is indebted to him in the sum of Two Thousand, Seven Hundred, Fifty-two and 91/100 Dollars (\$2752.91) for materials furnished in and about the construction of a certain large two story brick building, to be used as a school building, located on the land hereinafter described in Nansemond County, Virginia, with interest on the said sum from the 9th day of April, 1928, until payment, which sum is now due and payable, and for which sum of \$2752.91, with interest, thereon, the said B.D.Crocker, trading as Suffolk Lumber Company, (Contractor) claims a lien on the following property of the said Nansemond Collegiate Institute (Owner), to wit:- All that certain brick building above described and located on the land hereinafter described and upon, also, all those certain lots, pieces or parcels of land situate in Cypress Magisterial District, in the County of Nansemond, in the State of Virginia, being known, numbered and designated on the plan or plat of "Lloyd Place", duly of record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book No. 64, Page 570, as Lots Nos. One (1), Two (2), Three (3), Four (4) Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) Fourteen (14), Fifteen (15) Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25) and Twenty-six (26) in BLOCK "N", reference to which plan or plat is hereby made for greater particularity in the description of said lots herein described upon which ~~the~~ this lien is claimed. The said Block "N" being bounded on the North by Second Avenue; on the East by Fifth Street; on the South by the Norfolk Road; and on the West by Fourth Street, - the said Lots Nos. 1 to 26, both inclusive, constituting all of the lots in said Block "N".

May 8, 1928

*B.D. Crocker, Trading as
Suffolk Lumber Co.
By A.M. Sheffield agent*

State of Virginia,*

* To Wit:-

City of Suffolk, *

I, R. Woodward, a notary public for the City aforesaid, whose term of office expires on the 9 day of July, 1930, do certify that O.W. Sheffield, agent for B.D. Crocker, trading as Suffolk Lumber Company (Contractor) this day made oath before me in my city aforesaid that Nansemond Collegiate Institute (the Owner) is justly indebted to him, the said B.D. Crocker, trading as Suffolk Lumber Company, in the sum of \$2752.91 for the consideration stated in the foregoing memorandum, and that the same is payable as therein stated.

Given under my hand this 8th day of May, 1928.

R. Woodward
Notary Public.

Virginia.

In the Clerk's Office of the Circuit Court of Nansemond County the 9 day of May 1928

This ~~deed~~ was presented, and, with the certificate annexed, admitted to record.

Teste:

J. E. Bunting, Clerk
By M. K. Lardner, D. C.

Suffolk Lumber Co.
Nauset College Institute
INDEXED

Admitted to record
this 9 day of May 1928
see Deed Book
no 2 Page 72

Examined and
verified.

W E Bunting, Clerk.
By Oliver Whitcomb A.C.

Fee 1.75

"Exhibit B"

STATEMENT

Suffolk, Va., _____ 192

M Nansemond Collegiate Institute,Suffolk, Va.

In Account With

SUFFOLK LUMBER CO.

Manufacturers of

ROUGH & DRESSED N. C. KILN DRIED PINE

Mill and Office Address

Mulberry St., Near A. C. L. Depot

Telephone 372

P. O. Box 523

Statement of account as per itemized
invoices attached.

Nov 12th,	\$1000.02
Dec. 6th,	196.09
" 22nd,	174.12
Jan. 4th,	180.20
" 23rd,	181.82
Feb. 1st,	328.86
" 17th,	448.18
" 23rd,	153.87
" 29th,	526.45
Mar. 9th,	265.30
	\$3652.91

Credit of payments

Paid Jan. 16th, 28	\$500.00	
" " 23rd, "	200.00	
" Feb. 8th, "	200.00	900.00
		\$2752.91

Interest due on this account from
April 9th, 1928.

*

265.30

526.45

152.87

448.18

328.86

181.82

180.20

174.12

195.09

300.02

2,752.91*

B. D. CROCKER
President and Manager

O. W. SHEFFIELD
Secretary & Treasurer

Flooring
Ceiling
Moulding
Partitions
Stair Rail
Balusters
Newels
Door & Window Frames
Framing
Laths

SUFFOLK LUMBER CO.

Manufacturers of

ROUGH & DRESSED N. C. KILN DRIED PINE

Suffolk, Virginia Mar. 9th 1928

Mill and Office Address
Mulberry St.
Near A. C. L. Depot

Telephone 372

P. O. Box 523

M Nansemond Collegiate Inst.

Address

Terms { 2% 10 Days
 30 Days Net

Customers No.

Car Initial & No.

600 Lin Ft - 7/8 Shoe Moulding	"	\$0.60	\$3.60
1500 Ft - 6" Sheathing	"	28.00	42.00
1000 Lin Ft - Shoe Moulding	"	.60	6.00
240 " " - 1-1/16 x 3 1/2 Chalk Rail	"	4.00	9.60
96 " " - 7/8 x 8 - 16 D4S #1&2 KD	"	5.00	4.80
48 " " - 7/8 x 6 - 16 " " "	"	3.50	1.68
20 Ft - 5/4 x 12 - 16 Stair Tread Nosed 1E	"	.12 1/2	2.50 \$77.20
Material for Stairways			
4776 Lin Ft - 7/8 x 1 1/2 Cypress D4S	"	75.00	\$75.00
16 " " - 7/8 x 10 - 14 ~~MAX~~ #1&2 KD	"	1.50	71.64
12 - Transom Sash 3 x 2-6	"	6.00	.96
6 - Inside Door Frames 2-8 x 6-8	"	1.50	18.00
	"	2.25	13.50 \$178.10

\$265.30

B. D. CROCKER
President and Manager

O. W. SHEFFIELD
Secretary & Treasurer

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SUFFOLK LUMBER CO.

Manufacturers of

ROUGH & DRESSED N. C. KILN DRIED PINE

Mill and Office Address
Mulberry St.
Near A. C. L. Depot

Telephone 372

Suffolk, Virginia

Feb. 29th 1928

P. O. Box 523

M Nansemond Collegiate Inst.

Address

Terms { 2% 10 Days
 30 Days Net

Customers No.

Car Initial & No.

600 - Laths	@ \$7.00	\$4.20
500 Ft - Sheathing	" 28.00	14.00
118 Lin Ft - 5/4 x 12 - 4-6 StairTreads	" .12 1/2	18.50
118 " " - 7/8 x 8 - 4-6 " Risers	" 5.00	5.90
2500 Ft - 7/8 x 3 V. Joint Ceiling #1&2 KD	" 55.00	137.50
5000 " - 7/8 x 2 1/2 fc Flooring #1&2 KD	" "	275.00
28 Lin Ft - 5/4 x 12 - 3-6 StairTreads	" .12 1/2	4.38
28 " " - 7/8 x 8 - 3-6 " Risers	" 5.00	1.40
3410 " " - 7/8 x 1 1/2 Cypress	" 1.50	51.15
500 " " - Shoe Moulding	" .60	3.00
60 " " - 4" Carpet Strips	" 2.50	1.50
100 " " - 7/8 x 7 1/2 D4S #1&2 KD	" 5.00	5.00
48 " " - 7/8 x 9 1/2 Soft #1&2 AD	" 5.00	2.40
24 " " - 1-1/16 x 2-5/8 #1&2 KD D4S	" 3.50	.84
28 " " - 7/8 x 9 1/2 - 14 D4S #1&2 KD	" 6.00	1.68

\$526.45

B. D. CROCKER
President and Manager

O. W. SHEFFIELD
Secretary & Treasurer

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Laths

SUFFOLK LUMBER CO.

Manufacturers of

ROUGH & DRESSED N. C. KILN DRIED PINE

Mill and Office Address
Mulberry St.
Near A. C. L. Depot

Telephone 372

Suffolk, Virginia Feb. 23rd 1928

P. O. Box 523

M Nansemond Collegiate Inst.

Address

Terms { 2% 10 Days
 30 Days Net

Customers No.

Car Initial & No.

500 - Laths	@ \$7.00	\$3.50
652 Lin Ft - 7/8 x 5 3/4 R.I. Cor. Head Casing	" 3.50	22.82
650 " " - 3/4 x 1 1/4 Neck Moulding	" 1.00	6.50
80 " " - 9/16 x 3 1/2 R Corner Casing	" 2.50	2.00
1630 " " - 7/8 x 4 3/4 " " "	" 4.00	65.20
464 " " - 7/8 x 9 Center Cut & Jointed	" 8.00	37.12
95 Ft - 5/4 x 12 D4S #1&2 KD & Nosed	" 12 1/2	\$137.14 11.93
76 Lin Ft - 7/8 x 8 " " "	" 5.00	3.80
		\$152.87

B. D. CROCKER
President and Manager

O. W. SHEFFIELD
Secretary & Treasurer

Flooring
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Door & Window Frames
Framing
Laths

SUFFOLK LUMBER CO.

Manufacturers of

ROUGH & DRESSED N. C. KILN DRIED PINE

Mill and Office Address
Mulberry St.
Near A. C. L. Depot

Telephone 372

Suffolk, Virginia Feb. 17th 1928

P. O. Box 523

MNansemond Collegiate Inst.

Address

Terms { 2% 10 Days
 30 Days Net

Customers No.

Car Initial & No.

1000 - Laths	@ \$7.00	\$7.00
1000 Ft - 7/8 x 2 1/2 fc #1&2 KD Flg	" 55.00	55.00
1000 " - 7/8 x 3" " " " V. Joint Ceiling	" "	55.00
800 - Laths	" 7.00	5.60
500 Ft - 6" Sheathing	" 28.00	14.00
1500 " - 7/8 x 2 1/2 fc Flooring #1&2 KD	" 55.00	82.50
1680 Lin Ft - 1-1/8 Bead Stops	" .75	12.60
340 " " - 1-1/8 x 4 1/4 - 1 1/2 Rab Window Stool	" 5.50	18.70
1000 " " - 7/8 Shoe Moulding	" .60	6.00
1500 Ft - 7/8 x 3" fc V. Joint Ceiling #1&2 KD	" 55.00	82.50
168 Lin Ft - 1-1/8 x 3 1/2 - 14 Chalk Rail	" 5.00	8.40
636 " " - 1-1/8 x 1-7/8 Wainscot Cap	" 2.50	15.90
62 " " - 1-1/8 x 2-5/8 " "	" 4.00	2.48
1500 Ft - 7/8 x 2 1/2 fc Flooring #1&2 KD	" 55.00	82.50

\$448.18

B. D. CROCKER
President and Manager

O. W. SHEFFIELD
Secretary & Treasurer

SUFFOLK LUMBER CO.

Manufacturers of

ROUGH & DRESSED N. C. KILN DRIED PINE

Flooring
Ceiling
Moulding
Partitions
Stair Rail
Balusters
Nawels
Door & Window Frames
Framing
Laths

Mill and Office Address
Mulberry St.
Near A. C. L. Depot

Telephone 372

Suffolk, Virginia Feb. 1st 1928

P. O. Box 523

M Nansemond Collegiate Inst.

Address

Customers No.

Car Initial & No.

Terms ^(2% 10 Days)
_(30 Days Net)

600 Ft - 2 x 4 - 12 Sap Rough
5000 - Laths
5000 - "
4200 Lin Ft - 7/8 x 1 1/2 Cypress DLS
1000 Ft - Sheathing
120 Lin Ft - 7/8 x 6 #1&2 AD
16 " " - 3" Crown Moulding
3 Pcs.- T Astragal 8-0 for 1 3/4 Doors
12 - Inside Door Frames 2-8 x 6-8
1 - " " " 6 x 7 - 30" Trans
12 - " " " 3 x 7 - 30 Tran
1000 Ft - 7/8 x 2 1/2 fc Flooring #1&2 KD
214 " - 2 x 4 - 16 Sap Rough
200 " - 2 x 4 - 12 " "
500 " - Sheathing
600 " - 2 x 6 - 12 Sap S4zed

⊙ \$30.00	\$18.00
" 7.00	35.00
" "	35.00
" 1.25	52.50
" 28.00	28.00
" 2.50	3.00
" 1.80	.29
" 1.25	3.75
" 1.85	22.20
" 2.00	2.00
" 2.35	28.20
" 55.00	55.00
" 30.00	6.42
" "	6.00
" 28.00	14.00
" 32.50	19.50

\$328.86

B. D. CROCKER
President and Manager

O. W. SHEFFIELD
Secretary & Treasurer

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SUFFOLK LUMBER CO.

Manufacturers of

ROUGH & DRESSED N. C. KILN DRIED PINE

Mill and Office Address
Mulberry St.
Near A. C. L. Depot

Telephone 372

Suffolk, Virginia Jan. 23rd 1928

P. O. Box 523

M Nansemond Collegiate Inst.

Address

Terms { 2% 10 Days
 { 30 Days Net

Customers No.

Car Initial & No.

500 Ft - Sheathing D4S	@ \$28.00	\$14.00
100 " - 2 x 6 - 12 Sap Sized	" 32.50	3.25
72 " - 2 x 12 - 12 " D4S	" 37.50	2.70
84 " - 2 x 12 - 14 " "	" "	3.15
400 " - 2 x 4 - 12 Sap Rough	" 30.00	12.00
500 " - Sheathing	" 28.00	14.00
950 Lin Ft - 7/8 x 6 #1&2 AD	" 2.50	23.25
325 " " - 4" Crown Moulding	" 2.40	7.80
300 " " - 3" " "	" 1.80	5.40
325 " " - 7/8 x 12 D4S #1&2 AD	" 7.00	22.75
325 " " - 7/8 x 6 " " "	" 2.50	8.13
2000 - Laths	" 7.00	14.00
532 Ft - 2 x 6 - 14 Sap Sized	" 32.50	16.39
5000 - Laths	" 7.00	35.00

\$181.82

B. D. CROCKER
President and Manager

O. W. SHEFFIELD
Secretary & Treasurer

SUFFOLK LUMBER CO.

Manufacturers of

ROUGH & DRESSED N. C. KILN DRIED PINE

Flooring
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Mill and Office Address
Mulberry St.
Near A. C. L. Depot

Telephone 372

P. O. Box 523

Suffolk, Virginia Jan. 4th 1928

M Nansemond Collegiate Inst.

By W. Huskerson

Address

Terms { 2% 10 Days
 30 Days Net

Customers No.

Car Initial & No.

1600	Ft	- 2 x 6 - 16	Sap Sozed	100	Pcs.-	@ \$32.50	\$52.00
2000	"	-	Sheathing			" 28.00	56.00
36	"	- 1 x 10 - 14	Box Rough	3	"	" 32.50	1.17
227	"	- 2 x 8 - 16	Sap D4S	20	"	" "	7.80
700	"	- 2 x 6 - 14	Sap Sized	50	"	" "	22.75
600	"	- 2 x 6 - 12	" "	50	"	" "	19.50
500	"	-	Sheathing			" 28.00	14.00
84	"	- 2 x 12 - 14	D4S	3	"	" 37.50	3.15
10 Lin	Ft	- 1 x 10 - 10	#1&2 KD D4S	1	"	" 6.00	.60
28	Ft	- 1 x 14 - 12	" " "	2	"	" .12½	3.40
1000	Lin	Ft - 1 x 3	Bridging			" 1.00	10.00
900	Ft	- 2 x 6 - 12	Sap Sized	75	"	" 32.50	29.25
1400	"	- 2 x 6 - 14	" "	100	"	" "	45.50
840	"	- 2 x 6 - 12	" "	70	"	" "	27.30
1500	"	-	Sheathing			" 28.00	42.00
108	"	- 2 x 6 - 18	Sap Sized	6	"	" 35.00	3.78
1500	"	-	Sheatjung			" 28.00	42.00

Paid Feb. 8th 1928

\$380.20

200.00

\$180.20

B. D. CROCKER
President and Manager

O. W. SHEFFIELD
Secretary & Treasurer

SUFFOLK LUMBER CO.

Manufacturers of

ROUGH & DRESSED N. C. KILN DRIED PINE

Flooring
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Mill and Office Address
Mulberry St.
Near A. C. L. Depot

Telephone 372

P. O. Box 523

Suffolk, Virginia Dec. 22nd 1927

M Nansemond Collegiate Inst.

Address

Terms { 2% 10 Days
 30 Days Net

Customers No.

Car Initial & No.

800 Ft	- 2 x 4 - 12 Sap Rough	@ \$30.00	\$24.00
1973 "	- 2 x 10 - 16 " D4S	" 35.00	69.06
240 "	- 2 x 10 - 12 " "	" "	8.40
187 "	- 2 x 10 - 14 " "	" "	6.55
372 "	- 2 x 8 - 14 " "	" 32.50	13.02
512 "	- 2 x 6 - 16 " "	" "	16.64
128 "	- 2 x 8 - 12 " "	" "	4.16
176 "	- 2 x 6 - 16 " "	" "	5.72
140 "	- 2 x 6 - 14 " "	" "	4.55
128 "	- 1 x 10 - 14 Box D1S 2E to 1"	" 35.00	4.48
234 "	- 2 x 10 - 14 Sap D4S	" "	8.19
267 "	- 2 x 10 - 16 " "	" "	9.35

\$174.12

B. D. CROCKER
President and Manager

O. W. SHEFFIELD
Secretary & Treasurer

Flooring
Ceiling
Moulding
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Stair Rail
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Framing
Laths

SUFFOLK LUMBER CO.

Manufacturers of

ROUGH & DRESSED N. C. KILN DRIED PINE

Mill and Office Address
Mulberry St.
Near A. C. L. Depot

Telephone 372

Suffolk, Virginia Dec. 6th 1927

P. O. Box 523

M Nansemond Collegiate Inst.

Address

Terms { 2% 10 Days
 30 Days Net

Customers No.

Car Initial & No.

600 Ft - 2 x 4 - 12 Sap Rough
448 " - 4 x 6 - 16 Heart D4S
1067 " - 2 x 4 - 16 Sap Rough
800 " - 2 x 4 - 12 " "
448 " - 2 x 6 - 16 Heart D4S
768 " - 2 x 12 - 12 Sap Rough
144 " - 2 x 12 - 12 " D4S
1000 " - Sheathing
100 Lin Ft - 1 x 3 Bridging
512 Ft - 2 x 8 - 16 Sap Rough

@	\$30.00	\$18.00
"	50.00	22.40
"	30.00	32.01
"	"	24.00
"	50.00	22.40
"	35.00	26.88
"	37.50	5.04
"	28.00	28.00
"	1.00	1.00
"	30.00	15.36

\$195.09

B. D. CROCKER
President and Manager

O. W. SHEFFIELD
Secretary & Treasurer

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SUFFOLK LUMBER CO.

Manufacturers of

ROUGH & DRESSED N. C. KILN DRIED PINE

Suffolk, Virginia

Nov. 12th 1927

Mill and Office Address
Mulberry St.
Near A. C. L. Depot

Telephone 372

P. O. Box 523

M Nansemond Collegiate Institute

Address City

By W. Huskerson

Terms { 2% 10 Days
30 Days Net

Customers No.

Car Initial & No.

8 - 5 Opening Window Frames	@ \$28.25	\$226.00
4 - Triple " "	" 16.95	67.80
1 - Twin " "	" 11.30	11.30
5480 Ft - 137 Pcs.- 2 x 12 - 20 Sap	" 40.00	219.20
512 " - Sheathing	" 28.00	14.32
86 " - 2 x 4 - 16 Sap Rough	" 30.00	2.58
48 " - 2 x 4 - 12 " "	" "	1.44
3 - Twin Window Frames	" 11.30	33.90
2 - Triple " "	" 16.95	33.90
2476 Ft - 312 Pcs.- 2 x 4 - 12 Sap Rough	" 30.00	74.28
172 " - 16 " - 2 x 4 - 16 " "	" "	5.16
5000 Ft - Sheathing	" 28.00	140.00
1000 Lin Ft - 1 x 3 Bridging	" 1.00	10.00
800 Ft - 100 Pcs.- 2 x 4 - 12 Sap Rough	" 30.00	24.00
744 " - 31 " - 2 x 12 - 12 " "	" 35.00	26.04
240 " - 17 " - 2 x 12 - 10 " "	" "	8.40
6 - Twin Window Frames	" 11.30	67.80
2 - Triple " "	" 16.95	33.90

PAID Jan. 16th 1928
" " 23rd "

\$500.00
200.00.....

\$1000.02	Bal. due
700.00	\$300.02

Sept 1, 1928



COAL, HAY, GRAIN,

PLASTER, LIME, CEMENT, ETC.

POCAHONTAS SMOKELESS STEAM COAL,
STANDARD DOMESTIC COALS.801 E. WASHINGTON ST.
SUFFOLK, VIRGINIA,H. H. HOLLAND.
W. S. BEAMON

SOLD TO

Collegiate
Nansemond Institute,
c/o Prof. W. Huskerson,
City.

TERMS CASH.

1928.				
Jan. 10th,	50 rolls 20# Tin, soldered & painted one side	5.83		\$291.50
Jan. 25th,	25 bags cement, paper	.65	16.25	
	1 pc. 8 $\frac{1}{2}$ x8 $\frac{1}{2}$ flue lining 2 ft.	.30	.60	16.85
Feb. 2nd,	19 crates Metal Ceiling, as per drawings & contract			577.50
	1 box Nails 30#			
	1 carton wood blocks			
Feb. 3rd,	25 bags cement, paper	.65		16.25
Feb. 4th,	2 tons Ebsary Cement Plaster, paper	17.00		34.00
Feb. 4th,	3880# Gravel	3.50		6.79
Feb. 6th,	25 rolls 20# tin, painted one side	5.83		145.75
Feb. 7th,	6 doors 3x7 - 1 $\frac{3}{4}$ 3 Col. Pan. #1	6.35	38.10	
	2 " 3x7 - 1 3/8 - 9 lt. 2X Pan. #2	7.68	15.36	
	12 " 3x7 - 1 3/8 - 5X Pan. #3	3.15	37.80	
	15 " 2-8x6-8, 1 3/8 5X Pan. #3	2.69	40.35	
	88 windows 10x14 - 18 lt.			
	OPG. 2-10 5/16 x 7-7 7/8 CR	3.33	293.04	
	352 - 9 $\frac{1}{2}$ # Weights 3344#	.03	100.32	
	21 Hanks Cords	.75	15.75	540.72
Feb. 8th,	25 bags cement, paper	.65	16.25	
	2 sheets Bostwick Metal Lath, 4 yds.	.50	2.00	
	1 ton Ebsary Cement Plaster, pap.		17.00	35.25
Feb. 9th,	1 ton Ebsary Cement Plaster, pap.		17.00	
	1500# Ohio Hyd. Fin. Lime, paper	24.00	18.00	
	8 bags Keene's Cement	2.75	22.00	
	4 sheets Bostwick Metal Lath, 8 yds.	.50	4.00	61.00
Feb. 11th,	1 ton Wall Plaster, paper		17.00	
	25 bags cement, paper	.65	16.25	33.25
Feb. 13th,	3890# Gravel	2.95		5.74
				\$1764.60



COAL, HAY, GRAIN,

PLASTER, LIME, CEMENT, ETC.

POCAHONTAS SMOKELESS STEAM COAL,
STANDARD DOMESTIC COALS.

SUFFOLK, VIRGINIA.

H. H. HOLLAND,
W. S. BEAMON

SOLD TO

Collegiate
Hanscom Institute,
c/o Prof. W. H. Haskerson,
City.

TERMS CASH.

Page 2.

1928.

		Brought Forward		1,764.60
Feb. 13th,	6 - 6x6 T.C. Thimbles		.45	2.70
Feb. 14th,	1 ton Wall Plaster, paper			17.00
Feb. 15th,	3 Transoms 6-0x2-6- 1 3/4 3 lt.	4.85	14.55	
	3 Cellar Sash 2-0x3-0x1 3/4 3 lt.	2.43	7.29	
	2 Doors 2-0x5-0x1 3/8 4 Pan. #3	2.95	5.90	27.74
Feb. 15th,	8 - 6x6 T. C. Thimbles	.45		5.60
Feb. 17th,	1 ton Wall Plaster, paper		17.00	
	20 bags Fin. Lime, paper 2000#		24.00	
	25 bags cement, paper	.65	16.25	57.25
Feb. 20th,	15 bags Wall Plaster, pap. 1200#	17.00	10.20	
	5 bags Fin. Lime, paper 250#	24.00	3.00	13.20
Feb. 21st,	1 ton Wall Plaster		17.00	
	12 bags cement	.65	7.80	24.80
Feb. 22nd,	2460# Gravel	2.95		3.63
Feb. 23rd,	25 bags cement, paper	.65	16.25	
	20 bags Ohio Fin. Lime, paper 1000#	24.00	12.00	
	10 bags Wall Plaster, paper 800#	17.00	6.80	35.05
Feb. 24th,	6 Doors 2-10x6-10 5X Pan. #3	3.66	21.96	
	9 prs. DB 3 1/2 x 3 1/2 Butts	.30	2.70	24.66
Feb. 24th,	4360# Gravel	2.95		6.43
Feb. 29th,	10 bags Hyd. Lime, paper 500#	24.00	6.00	
	6 prs. 3 1/2 DB Butts	.30	1.80	7.80
Mar. 2nd,	8720# Gravel	2.95	12.86	
	12 bags cement, paper	.65	7.80	20.66
				2,009.12



COAL, HAY, GRAIN,

PLASTER, LIME, CEMENT, ETC.

POCAHONTAS SMOKELESS STEAM COAL,
STANDARD DOMESTIC COALS.

SUFFOLK, VIRGINIA.

H. H. HOLLAND.
W. S. BEAMON

SOLD TO

Collegiate
Nansemond Institute,
c/o Prof. W. Huskerson,
City.

TERMS CASH.

Page 3.

1928.

Brought Forward

2,009.12

Mar. 5th,	29 Inside Mortise Lock Sets	@ .90	26.10	
	30 prs. 3 $\frac{1}{2}$ x3 $\frac{1}{2}$ DB Butts	@ .30	9.00	
	3 prs. 3 $\frac{1}{2}$ x3 $\frac{1}{2}$ Steel Butts	@ .15	.45	
	12 prs. 3x3 Steel Butts	@ .10	1.20	
	84 Sash Locks	@ .10	8.40	
	84 Sash Lifts	@ .10	8.40	53.55

Mar. 5th,	6 prs. 3 $\frac{1}{2}$ x3 $\frac{1}{2}$ DB Butts	@ .30		1.80
		Total -----	\$	2,064.47

Feb. 7th,	5 Hanks Cord (Extra)	@ 75¢	3.75	
	342 - 10# sash weights, 3420#	@ 30¢	102.60	106.35
				\$2,170.82

Credit -

Feb. 7th,	352 - 9 $\frac{1}{2}$ # sash weights, 3344#	@ 3¢	100.32	
	4 windows 10x14 - 18 lt. opg. 2-10 5/16			
	x 7-7 7/8 CR (undelivered)	@ 3.33	13.32	113.64
				\$2,057.18

Mar. 13th,	By difference in price 3880# Gravel,			
	inv. 2/4/28, charged @ 3.50 per ton,			
	should have been @ 2.95 per ton			1.07
				\$2,056.11

To difference added to cash price				205.61
a/c failure to pay cash - 10% -----				\$2,261.72

Interest claimed from Apr. 1st, 1928.

State of Virginia,
City of Suffolk, to-wit:

I, Worothy Benton Rundles, a notary public in and for the City of Suffolk, in the State of Virginia, whose term of office expires on the 21st day of January, 1930, do certify that W. S. Beamon, a member of the firm of Holland and Beamon Co. composed of H. H. Holland and W. S. Beamon, personally appeared before me this day in the City of Suffolk and made oath to the correctness of the foregoing account of Holland and Beamon Co. vs Nansemond Collegiate Institute.

Given under my hand this 17th day of September, 1928.

I was commissioned as
Worothy M. Benton

Worothy Benton Rundles
Notary Public.

H.H.Holland and W.S.Beamon,partners trading as Holland and Beamon Co.,
(Contractor)claims that Nansemond Collegiate Institute,a corporation
chartered and existing under the laws of the State of Virginia,having its
principal office in the County of Nansemond,Virginia,(Owner),is indebted
to them in the sum of Two Thousand,Two Hundred,Sixty-one and 72/100 Dollars
(\$2261.72)for materials furnished in and about the construction of a cer-
tain large two story brick building,to be used as a school building,located
on the land hereinafter described in Nansemond County,Virginia,with interest
on the said sum from the 1st day of April,1928,until payment,which sum is
now due and payable,and for which sum of \$2261.72,with interest thereon,
the said H.H.Holland and W.S.Beamon,partners trading as Holland and Beamon
Co.,(Contractor)claims a lien on the following property of the said Nan-
semond Collegiate Institute(Owner),to wit:-All that certain brick building
above described ~~above described~~ and located on the land hereinafter

described and upon,also, all those certain lots,pieces or parcels of land
situate in Cypress Magisterial District,in the County of Nansemond,in the
State of Virginia,being known,numbered and designated on the plan or plat
of "Lloyd Place",duly of record in the Clerk's Office of the Circuit Court
of Nansemond County,Virginia,in Deed Book No.64,Page 570,as Lots Nos.***
One(1),Two(2),Three(3),Four(4),Five(5),Six(6),Seven(7),Eight(8),Nine(9),
Ten(10),Eleven(11),Twelve(12),Thirteen(13),Fourteen(14),Fifteen(15),
Sixteen(16),Seventeen(17),Eighteen(18),Nineteen(19),Twenty(20),Twenty-one
(21),Twenty-two(22),Twenty-three(23),Twenty-four(24),Twenty-five(25) and
Twenty-six(26) in Block "N",reference to which plan or plat is hereby made
for greater particularity in the description of said lots herein described
upon which this lien is claimed.The said Block "N" being bounded on the
North by Second Avenue;on the East by Fifth Street;on the South by the
Norfolk Road and on the West by Fourth Street,-the said lots Nos.1 to 26,
both inclusive,constituting all of the lots in said Block "N".

May 8,1928.

H.H.Holland & W.S.Beamon
Partners trading as
Holland & Beamon Co.
By H.H.Holland

State of Virginia,*

* To Wit:-

City of Suffolk,*

I, Wm.M.Birdsong, ,a Commissioner in Chancery of the Circuit Court of the City of Suffolk,Virginia, do certify that H.H.Holland,of and for H.H.Holland and W.S.Beamon,partners trading as Holland and Beamon Co.,(Contractor)this day made oath before me in my city aforesaid that Nansemond Collegiate Institute(the Owner)is justly indebted to them,as Holland and Beamon Co.,in the sum of \$2261.72 for the consideration stated in the foregoing memorandum,and that the same is payable as therein stated.

Given under my hand this 8th day of May,1928.

Wm M. Birdsong
Commissioner in Chancery of the
Circuit Court of the City of Suffolk,
Virginia.

Virginia.

In the Clerk's Office of the Circuit Court of Nansemond
County the 9 day of May 1928

This ~~deed~~ Mechanic Lien was presented, and, with the certificate
annexed, admitted to record.

Teste:

J. E. Bunting, Clerk
By M. K. Gardner D. C.

Hall ^{vs} ~~Beemore~~ Co.
INDEXED
Naxemond Collegiate Institute

Admitted to record
this 9 day of May
1928.
See Deed Book
no 2 Page 71

Examined and
replied.
J. E. Bunting Clerk
By Oliver Thitchurst, Sec.

See 1.75

"Exhibit B."

VIRGINIA-

In the Circuit Court of Nansemond County-

Holland & Beamon Co. et Als.

VS

Nansemond Collegiate Institute et Als.

This cause came on this 1st day of December, 1932 to be heard on the papers formerly read and on the report of Lee Britt, Special Commissioner, this day filed in Court, to which report no exception has been filed, and was argued by counsel.

On consideration whereof, the Court doth approve and confirm the said report, ^{and} it appearing to the Court from said report that pursuant to decree entered in this cause on the 14th day of July, 1932, W.S. Beamon, G.A. Harris and R.H. Brinkley, Trustees for Holland & Beamon Co., the Estate of B.D. Crocker, deceased, American Brick Corporation and Holland & Beamon Co., assignee of Floyd B. Bradshaw, trading as Bradshaw Hardware Co., deposited the cash sum of \$2609.25 in money in the National Bank of Suffolk to the credit of this cause, took from the said Bank a certificate showing said deposited sum of money and delivered the same, together with receipts from Holland & Beamon Co. for \$1316.47, G.A. Harris, Administrator of the Estate of B.D. Crocker, deceased, for \$2270.58, American Brick Corporation for \$756.87 and Holland & Beamon Co., assignee of Floyd B. Bradshaw, trading as Bradshaw Hardware Co., for \$201.33, aggregating \$5045.75, in settlement of their several liens for said amounts from the proceeds from the sale of said property, to Lee Britt, Special Commissioner, who thereupon executed a proper deed conveying, with special warranty, the real estate described in the said decree to W.S. Beamon, G.A. Harris and R.H. Brinkley, Trustees and their successors, for Holland & Beamon Co., the Estate of B.D. Crocker, deceased, American Brick Corporation and Holland & Beamon Co., assignee of Floyd B. Bradshaw, trading as Bradshaw Hardware Co., for the use and benefit of Holland & Beamon Co. forty per centum, for the use and benefit of the Estate of B.D. Crocker, deceased, forty-five per centum and for the use and benefit of American Brick Corporation fifteen per centum, the respective interests of the said parties in the said real estate, as set out in said report and pursuant to said decree.

That in further pursuance of the said decretal order, your Special Commissioner, drew his checks upon the said fund deposited in the National Bank of Suffolk to the credit of the Court in this cause, payable to the

following persons and parties entitled thereto and delivered the same to them in completed settlement and disbursement of the purchase price of the said real estate, to wit:-

Suffolk News-Herald Co., for advertising sale of the land	\$20.00
H.L. Churn, auctioneer, for services	15.00
John K. Hutton, Commissioner in Chancery, for report	75.00
S.M. Lawrence, appraiser of the land and for deposition	10.00
R.J. Norfleet, appraiser of the land and for deposition	10.00
T.R. Pettit, for survey of the land and map of the same	10.00
Lee Britt, Attorney, for drawing deed to the purchasers	10.00
Woodward & Elam, agents, premiums on special commissioner's bond	89.00
Woodward & Elam, agents, premiums on insurance policies on building	237.15
John H. Powell, Clerk of Court, court costs estimated	30.00
Lee Britt, Special Commissioner, commissions on \$7655.00, amount of sale, -5% on \$5000.00 and 2% on \$2655.00	303.10

aggregating the sum of \$809.25
 The Farmers Bank of Nansemond for its ascertained value of the land on which the two story building is erected, upon which land the said The Farmers Bank of Nansemond held a prior lien, which is shown in report of John K. Hutton, Commissioner in Chancery 1800.00

which aggregate the sum of \$2609.25
 the amount deposited in the National Bank of Suffolk to the credit of the Court in this cause, which amount, together with the payments of \$1816.47 to Holland & Beamon Co., \$2270.58 to G.A. Harris, Administrator of the Estate of B.D. Crocker, deceased, \$756.87 to American Brick Corporation and \$201.83 to Holland & Beamon Co., assignees of Floyd B. Bradshaw, trading as Bradshaw Hardware Co., aggregating the sum of \$5045.75 make up the entire purchase price of \$7655.00 for the said real estate.

Vouchers for which disbursements are attached to the report of the said Special Commissioner.

And it further appearing that there is nothing further to be done in this cause, the Court doth order and decree that the same be stricken from the docket .

Holland & Beamon Co. et Als.

VS In Chancery

Nansemond Collegiate Institute
et Als.

Decree Showing Confirmation
of Report of Special Commissioner
Distribution & c.

F I N A L D E C R E E .

Enter this 1st day of December

1933.

James L. McInnis

Judge.

Chancery Index
Book 7; Page 18

In the Circuit Court of the County of Nansemond, Virginia-

B.D.Crocker, trading as
Suffolk Lumber Company-

VS In Chancery-

Nansemond Collegiate Institute,
a Corporation-,
H.M.Holland, Trustee, and
Farmers Bank of Nansemond-

To the Honorable James L. McLeMore, Judge of said Court:-

Your orator B.D.Crocker, trading as Suffolk Lumber Company, respectfully shows to the Court as follows:-

That his business, among other things, consists of selling, furnishing and supplying materials used in the construction of houses and other structures.

That the Nansemond Collegiate Institute is a corporation organized and doing business under the laws of Virginia, with its principal office in Nansemond County, Virginia.

That your orator, pursuant to oral agreement with and at the special instance and request of the said defendant, Nansemond Collegiate Institute, did sell, furnish and deliver to the said defendant on its premises in Nansemond County, Virginia, materials to be used in the construction of a certain brick building hereinafter mentioned, -the said purchases beginning November 12, 1927 and ending March 9, 1928, aggregating the sum of \$3652.91, subject to credits of \$900.00, leaving a balance of \$2752.91, upon which interest is claimed from the 9th day of April, 1928, until paid, all of which is shown on an itemized statement of the account showing the amount and character of the materials furnished, the prices charged therefor, the payments and credits thereon and the balance due, and the time from which interest is claimed thereon, the correctness of which account being legally verified by ~~the agent of~~ your orator, which statement of account, with affidavit attached, is hereto annexed, marked "Exhibit A" and prayed to be read as a part of this bill.

That the said materials were sold, furnished and delivered for such purpose and used by the said defendant, Nansemond Collegiate Institute, in and about the construction of a certain large, two story brick building located on the real estate of the said defendant, Nansemond Collegiate Institute, which real estate is more fully described as follows:-

All those certain lots, pieces or parcels of land situate in Cypress Magisterial District, in the County of Nansemond, in the State of Virginia, being known, numbered and designated on the plan or plat of "Lloyd Place", duly of record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book No. 64, Page 570, as Lots Nos. One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25) and Twenty-six (26), in Block "N", reference to which plan, or plat, is hereby made for greater particularity in the description of said lots herein described. The said Block "N" being bounded on the North by Second Avenue; on the East by Fifth Street; on the South by the Norfolk Road; and on the West by Fourth Street.

That on the 8th day of May, 1928, the indebtedness due your orator as aforesaid, being still unpaid, although often demanded of the said defendant, Nansemond Collegiate Institute, your orator, in the exercise of this rights, as a general contractor, pursuant to Sections 6426 and 6427 of the Code of Virginia to execute and secure a lien on the building or structure, aforesaid permanently annexed to the freehold aforesaid and so much land therewith as shall be necessary for the convenient use and enjoyment thereof for the payment of the materials aforesaid sold and furnished to the said Nansemond Collegiate Institute, the owner, and used in the construction of the said building, did, before the expiration of sixty days from the time the said building was completed or the work thereon otherwise terminated, file on the 9th day of May, 1928, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in which county the said building is located, a memorandum showing the name of the Nansemond Collegiate Institute, the owner of the property sought to be charged, and of your orator, the claimant of the lien, the amount and consideration of his claim and the time when the same became due and payable, verified by the oath of the agent of your orator, the claimant, including a statement declaring his intention to claim the benefit of the lien and giving a brief description of the property on which he claims a lien, which memorandum was recorded in the Miscellaneous Lien Book in the said Clerk's Office on the 9th day of May, 1928, -the original memorandum, or lien, being hereto attached marked "Exhibit B" and prayed to be read as a part of this bill.

That sometime before the beginning of the construction of the said building upon the said land, the said defendant, Nansemond Collegiate Institute, conveyed the said land by deed dated September 1, 1927, and recorded September 20, 1927, in the said Clerk's Office in Deed Book No. III,

Page 572, to H.M.Holland, in trust to secure the payment of a certain bond for \$15000.00 now legally held by the Farmers Bank of Nansemond as assignee of the payees named in the said bond.

That this suit to enforce the mechanic's lien aforesaid was commenced by process of summons issued by the Clerk of said Court on the 22nd day of August, 1928, and served upon the defendants in this cause on the 24th day of August, 1928, by the proper officer of the said Court, it being within six months from the time when the whole amount covered by the said lien became payable and due.

That your orator now charges that there is now due and owing to him the sum of \$2752.91, with interest thereon from the 9th day of April, 1928, until paid; that no part thereof has been paid by the said Nansemond Collegiate Institute, and that the same is a valid and subsisting lien against the said property, with priority of lien thereon over and against the said deed of trust hereinbefore stipulated.

Your orator is advised and therefore avers that the rents and profits from the said land and building will not in five years satisfy the liens upon the said property, and that he is entitled to enforce his lien on the same by a sale of the said property.

In consideration whereof, your orator prays that Nansemond Collegiate Institute, H.M.Holland, Trustee, and Farmers Bank of Nansemond be made parties defendant to this bill, and required to answer the same, answer under oath being waived; that proper process issue; that all proper accounts and orders be directed and taken; that a commissioner in chancery of this Court be directed to ascertain and report to Court the liens against the said real estate of the said Nansemond Collegiate Institute and the amounts thereof and their order of priority; the fee simple and annual values of the said real estate and separately the value of the said building on the said land; that a personal decree be rendered against the said Nansemond Collegiate Institute for such amount as may be deemed proper; and that the said real estate, with said building thereon, be sold and the proceeds thereof be applied to the costs of this cause, the liens thereon to be paid in order of priority, and that all such other and general relief may be given as may be proper. And your orator will ever pray & c.

Lee Brutt
P. 2

*B.W. Crocker Trading as
Suffolk Lumber Company*

State of Virginia, *
City of Suffolk, * To Wit:-
*

I, R. J. Woodrow, a notary public in and for the City of Suffolk,
in State of Virginia, whose term of office expires on the 9th day
of July, 1930, do certify that B.D. Crocker, trading as Suffolk
Lumber Company, personally appeared before me in the said City of
Suffolk, this day, and upon his oath says that the facts and allegations
contained in the foregoing bill are true, except so far as they are
therein stated to be on information, and that so far as stated to be
on information, he believes then to be true.

Given under my hand this 17th day of September, 1928.

R. J. Woodrow
Notary Public.

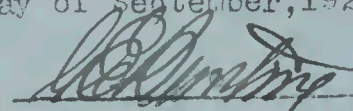
Suffolk Lumber Company-

VS

Nansemond Collegiate Institute,
H.M.Holland, Trustee, and
Farmers Bank of Nansemond-

BILL-

Filed in Clerk's Office this
17th day of September, 1928.



Clerk

In the Circuit Court of the County of Nansemond, Virginia-
American Brick Corporation-

VS —In Chancery—

Nansemond Collegiate Institute,
a Corporation-,
H.M.Holland, Trustee, and
Farmers Bank of Nansemond-

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

Your orator, American Brick Corporation, respectfully shows to
the Court as follows:-

That its business, among other things, consists of selling, furnishing and supplying materials used in the construction of houses and other structures.

That the Nansemond Collegiate Institute is a corporation organized and doing business under the laws of Virginia, with its principal office in Nansemond County, Virginia.

That your orator, pursuant to oral agreement with and at the special instance and request of the said defendant, Nansemond Collegiate Institute, did sell, furnish and deliver to the said defendant on its premises in Nansemond County, Virginia, materials to be used in the construction of a certain brick building hereinafter mentioned, -the said purchases beginning October 31, 1927 and ending March 2, 1928, aggregating the sum of \$1651.25, subject to credit of \$660.50, leaving a balance of \$990.75, upon which interest is claimed from the 1st day of April, 1928, until paid, all of which is shown on an itemized statement of the account showing the amount and character of the materials furnished, the prices charged therefor, the payment and credits thereon and the balance due, and the time from which interest is claimed thereon, the correctness of which account being legally verified by the agent of your orator, which statement of account, with affidavit attached, is hereto annexed, marked "Exhibit A", and prayed to be read as a part of this bill.

That the said materials were sold, furnished and delivered for such purpose and used by the said defendant, Nansemond Collegiate Institute, in and about the construction of a certain large, two story brick building located on the real estate of the said defendant, Nansemond Collegiate Institute, which real estate is more fully described as follows:-

2
All those certain lots, pieces or parcels of land situate in Cypress Magisterial District, in the County of Nansemond, in the State of Virginia, being known, numbered and designated on the plan, or plat of "Lloyd Place", duly of record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book No. 64, Page 570, as Lots Nos. One(1), Two(2), Three(3), Four(4), Five(5), Six(6), Seven(7), Eight(8), Nine(9), Ten(10), Eleven(11), Twelve(12), Thirteen(13), Fourteen(14), Fifteen(15), Sixteen(16), Seventeen(17), Eighteen(18), Nineteen(19), Twenty(20), Twenty-one(21), Twenty-two(22), Twenty-three(23), Twenty-four(24), Twenty-five(25) and Twenty-six(26), in Block "N", reference to which plan, or plat, is hereby made for greater particularity in the description of said lots herein described. The said Block "N" being bounded on the North by Second Avenue; on the East by Fifth Street; on the South by the Norfolk Road; and on the West by Fourth Street.

That on the 8th day of May, 1928, the indebtedness due your orator, as aforesaid, being still unpaid, although often demanded of the said defendant, Nansemond Collegiate Institute, your orator, in the exercise of its rights as a general contractor, pursuant to Sections 6426 and 6427 of the Code of Virginia to execute and secure a lien on the building, or structure, aforesaid, permanently annexed to the freehold aforesaid and so much land therewith as shall be necessary for the convenient use and enjoyment thereof for the payment of the materials aforesaid sold and furnished to the said Nansemond Collegiate Institute, the owner, and used in the construction of the said building, did, before the expiration of sixty days from the time the said building was completed, or the work thereon otherwise terminated, file on the 9th day of May, 1928, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in which county the said building is located, a memorandum showing the name of the Nansemond Collegiate Institute, the owner of the property sought to be charged, and of your orator, the claimant of the lien, the amount and consideration of its claim and the time when the same became due and payable, verified by the oath of the agent of your orator, the claimant, including a statement declaring its intention to claim the benefit of the lien and giving a brief description of the property on which it claims a lien, which memorandum was recorded in the Miscellaneous Lien Book in the said Clerk's Office on the 9th day of May, 1928, -the original memorandum, or lien, being hereto attached, marked "Exhibit B", and prayed to be read as a part of this bill

That sometime before the beginning of the construction of the said building upon the said land, the said defendant, Nansemond Collegiate Institute, conveyed the said land by deed dated September 1, 1927, and recorded September 20, 1927, in the said Clerk's Office in Deed Book No. III,

Page 572, to H.M. Holland, in trust to secure the payment of a certain bond for \$15000.00, now legally held by the Farmers Bank of Nansemond as assignee of the payees named in the said bond.

That this suit to enforce the mechanic's lien aforesaid was commenced by process issued by the Clerk of said Court on the 22nd day of August, 1928, and served upon the said defendants in this cause on the 24th day of August, 1928, by the proper officer of the said Court, it being within six months from the time when the whole amount covered by the said lien became due and payable.

That your orator now charges that there is now due and owing to it the sum of \$990.75, with interest thereon from the 1st day of April, 1928, until paid; that no part thereof has been paid by the said Nansemond Collegiate Institute, and that the same is a valid and subsisting lien against the said property, with priority of lien thereon over and against the said deed of trust.

Your orator is advised and therefore avers that the rents and profits from the said land and building will not in five years satisfy the liens upon the said property, and that it is entitled to enforce its lien on the same by a sale of the said property.

In consideration whereof, your orator prays that Nansemond Collegiate Institute, H.M. Holland, Trustee, and Farmers Nank of Nansemond be made parties defendant to this bill, and required to answer, the same, answer under oath being waived; that proper process issue; that all proper accounts and orders be directed and taken; that a commissioner in chancery of this Court be directed to ascertain and report to Court the liens against the said real estate of the said Nansemond Collegiate Institute and the amounts thereof and their order of priority; the fee simple and annual values of the said real estate, and separately the value of the said building on the said land; that a personal decree be rendered against the said Nansemond Collegiate Institute for such amount as may be deemed proper; and that the said real estate, with said building thereon, be sold and the proceeds thereof be applied to the costs of this cause, the payment of the liens thereon in the order of their priority; and that all such other and general relief may be given as may be proper. And your orator will ever pray & c.

Lee Britt,
P. L.

American Brick Corporation
by Lewis & Clark

State of Virginia,*

* To Wit:--

City of Suffolk, *

I, *R. L. Moorhead*, a notary public in and for the City of Suffolk, in the State of Virginia, whose term of office expires on the 9 day of *July*, 1930, do certify that Lewis G. Brothers, agent for the American Brick Corporation, personally appeared before me in the said City of Suffolk, this day, and upon his oath says that the facts and allegations contained in the foregoing bill are true, except so far as they are therein stated to be on information, and that so far as stated to be on information, he believes them to be true.

Given under my hand this 17 day of September, 1928.

R. L. Moorhead

Notary Public.

Suffolk, Va., April 25th, 1928.

Nansemond Collegiate Institute, Dr.

To American Brick Corporation

1927				
10/29	9000	ABC Hard Brick		
10/31	3000	ABC Hard Brick		
	<u>12000</u>		@ \$14.50	\$174.00
10/31	1000	ABC Salmon Brick	9.50	<u>9.50</u>
				\$183.50
11/2	8000	ABC Hard Brick		
11/13	1500	ABC Hard Brick		
11/14	6000	ABC Hard Brick		
11/15	3000	ABC Hard Brick		
	<u>18000</u>		\$14.50	\$261.00
11/1/	3000	ABC Salmon Brick		
11/2	2000	ABC Salmon "		
11/4/	2500	ABC Salmon "		
11/5	500	ABC Salmon "		
	<u>8000</u>		9.50	76.00
11/2	2000	ABC Rough Tex. Brick	17.50	
11/4	6000	ABC Rough Tex. "		
	<u>8000</u>		17.50	<u>140.00</u>
				\$477.00
11/14	2000	ABC Salmon Brick	9.50	3.75
11/14/28	800	ABC Rough Tex.	17.50	14.00
11/7.28	1500	ABC Hard Brick		
11/8	1500	ABC Hard Brick		
11/9	17500	ABC Hard Brick		
11/11	2500	ABC Hard Brick		
	<u>31000</u>		14.50	449.50
11/7	3000	ABC Salmon Brick		
11/10	6500	ABC Salmon Brick		
	<u>9500</u>		9.50	90.25
11/14	2500	ABC Salmon Brick		
11/15	7500	ABC Salmon Brick		
	<u>10000</u>		9.50	95.00
12/3	2000	ABC Hard Brick		
12/14	3000	ABC Hard Brick		
	<u>5000</u>		14.50	72.50
12/13	2000	ABC Salmon Brick	9.50	19.00
12/27	2000	ABC Hard Brick		
12/23	3500	ABC Hard Brick		
12/24	1000	ABC Hard Brick		
12/27	1000	ABC Hard Brick		
	<u>7500</u>		14.50	108.75
12/19	3000	ABC Salmon Brick		
12/23	3000	ABC Salmon Brick		
12/24	~~1000~~ 1000	ABC Salmon Brick		
12/27	1000	ABC Salmon Brick		
	<u>8000</u>		9.50	76.00
12/27	500	ABC Rough Tex.	17.50	8.75
1928				
2/1	2000	ABC Hard Brick	14.50	29.00
2/15	800	ABC Hard Brick	14.50	11.60
2/15	200	ABC Salmon Brick	9.50	1.90
3/2	500	ABC Hard Brick	14.50	7.25
3/2	200	ABC Rough Tex. Brick	17.50	3.50
				<u>\$1651.25</u>
Credit By Check	Dec. 10, 1927			660.50
Balance Due				<u>\$ 990.75</u>
Interest from	April 1st, 1928			

State of Virginia *

*

City of Suffolk *

To Wit:

I, R. L. Moore a notary public in and for the city of
Suffolk, in the State of Virginia, whose term of office expires on
9 day of July 1930, do certify that Lewis G. Brothers, agent
of and for the American Brick Corporation, personally appeared before
me in the City of Suffolk, this day and made oath to the correctness
of the foregoing account of American Brick Corporation vs Nansemond
Collegiate Institute.

Given under my hand this 17th day of September, 1928

R. L. Moore

Notary Public.

American Brick Corporation, a corporation chartered and existing under the laws of the State of Virginia, having its principal office in the City of Suffolk, Virginia, (Contractor) claims that Nansemond Collegiate Institute, a corporation chartered and existing under the laws of the State of Virginia, having its principal office in the County of Nansemond, Virginia, (Owner) is indebted to it, the said American Brick Corporation, in the sum of Nine Hundred, Ninety and 75/100 Dollars (\$990.75) for materials furnished, in and about the construction of a certain large two story brick building, to be used as a school building located on the land hereinafter described in Nansemond County, Virginia, with interest on the said sum from the 1st day of April, 1928, until payment, which sum is now due and payable, and for which sum of \$990.75, with interest, thereon, the said American Brick Corporation (Contractor) claims a lien on the following property of the said Nansemond Collegiate Institute (Owner), to wit:—All that certain brick building above described and located on the land hereinafter described, and upon, also, all those certain lots, pieces or parcels of land situate in Cypress Magisterial District, in the County of Nansemond, in the State of Virginia, being known, numbered and designated on the plan or plat of "Lloyd Place", duly of record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book, No. 64, Page 570, as Lots Nos. ***** One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25) and Twenty-six (26), in BLOCK "N", reference to which plan or plat is hereby made for greater particularity in the description of said lots herein described, upon which this lien is claimed. The said Block "N" being bounded on the North by Second Avenue; on the East by Fifth Street; on the South by the Norfolk Road; and on the West by Fourth Street,—the said lots Nos. 1 to 26, both inclusive, constituting all of the lots in said Block "N".

May 8, 1928.

American Brick Corporation
By Lumsy Brothers
Attorneys-Treasurer
+ Agents

State of Virginia, *
* To Wit:-
City of Suffolk, *

I R. Woodhouse a notary public for the City aforesaid, whose term of office expires on the 9 day of July, 1930, do certify that Lewis G. Brothers, agent for the American Brick Corporation, (Contractor) this day made oath before me in my city aforesaid that Nansemond Collegiate Institute (the Owner) is justly indebted to it, the said American Brick Corporation, in the sum of \$990.75 for the consideration stated in the foregoing, or attached, memorandum, and that the same is payable as therein stated.

Given under my hand this 8th day of May, 1928.

R. Woodhouse
Notary Public

Virginia.

In the Clerk's Office of the Circuit Court of Nansemond
County the 9 day of May, 1928

Medley
This ~~deed~~ was presented, and, with the certificate
annexed, admitted to record.

Teste:

J. E. Bunting, Clerk
By M. K. Laidner, D. C.

American Brick Corporation
vs
Nauset Pond College Institute
INDEXED

Admitted to record
this 9 day of May
1928
See Deed Book
No 26 Page 70

Examined and
verified.

W. E. Bunting, Clerk
By Oliver Thelchurst, Sec.

Fee \$1.75

"Exhibit B"

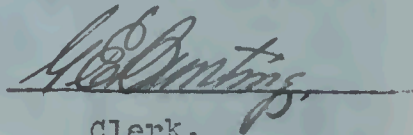
American Brick Corporation-

VS In Chancery

Nansemond Collegiate Institute
H.M.Holland, Trustee, and
Farmers Bank of Nansemond-

BILL-

Filed in Clerk's Office this
17th day of September, 1928.


Clerk.

In the Circuit Court of the County of Nansemond, Virginia-

Floyd B. Bradshaw, trading as
Bradshaw Hardware Co.--

VS In Chancery

Nansemond Collegiate Institute,
a Corporation--,
H. M. Holland, Trustee, and
Farmers Bank of Nansemond--

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

Your orator, Floyd B. Bradshaw, trading as Bradshaw Hardware Co.,
respectfully shows to the Court as follows:--

That his business among other things consists of selling, furnishing
and supplying materials used in the construction of houses and other
structures.

That the Nansemond Collegiate Institute is a corporation organized
and doing business under the laws of Virginia, with its principal office
in Nansemond County, Virginia.

That your orator, pursuant to oral agreement with and at the special
instance and request of the said defendant, Nansemond Collegiate Institute,
did sell, furnish and deliver to the said defendant on its premises in
Nansemond County, Virginia, materials to be used in the construction of a
certain brick building hereinafter mentioned,--the said purchases beginning
November 15, 1927 and ending March 8, 1928, aggregating the sum of \$241.59,
upon which interest is claimed from the 8th day of April, 1928, until paid,
all of which is shown on an itemized statement of the account showing the
amount and character of the materials furnished, the prices charged therefor,
and the amount due, there being no credits or payments, and the time from
which interest is claimed thereon, the correctness of which account being
legally verified by your orator, which statement of account, with affidavit
attached, is ~~hereto~~ annexed, marked "Exhibit A" and prayed to be read as a
part of this bill.

That the said materials were sold, furnished and delivered for such
purpose and used by the said defendant, Nansemond Collegiate Institute,
in and about the construction of a certain large, two story brick building
located on the real estate of the said defendant, Nansemond Collegiate
Institute, which real estate is more fully described as follows:--

2

All those certain lots, pieces or parcels of land situate in Cypress Magisterial District, in the County of Nansemond, in the State of Virginia, being known, numbered and designated on the plan or plat of "Lloyd Place", duly of record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book No. 64, Page 570, as Lots Nos. One(1), Two(2), Three(3), Four(4), Five(5), Six(6), Seven(7), Eight(8), Nine(9), Ten(10), Eleven(11), Twelve(12), Thirteen(13), Fourteen(14), Fifteen(15), Sixteen(16), Seventeen(17), Eighteen(18), Nineteen(19), Twenty(20), Twenty-one(21), Twenty-two(22), Twenty-three(23), Twenty-four(24), Twenty-five(25) and Twenty-six(26), in Block "N", reference to which plan, plat, is hereby made for greater particularity in the description of said lots herein described. The said Block "N" being bounded on the North by Second Avenue; on the East by Fifth Street; on the South by the Norfolk Road; and on the West by Fourth Street.

That on the 9th day of May, 1928, the indebtedness due your orator as aforesaid, being still unpaid, although often demanded of the said defendant, Nansemond Collegiate Institute, your orator, in the exercise of his rights, as a general contractor, pursuant to Sections 6426 and 6427 of the Code of Virginia to execute and secure a lien on the building, or structure, aforesaid permanently annexed to the freehold aforesaid and so much land therewith as shall be necessary for the convenient use and enjoyment thereof for the payment of the materials aforesaid sold and furnished to the said Nansemond Collegiate Institute, the owner, and used in the construction of the said building, did, before the expiration of sixty days from the time the said building was completed or the work thereon otherwise terminated, file on the 9th day of May, 1928, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in which county the said building is located, a memorandum showing the name of the Nansemond Collegiate Institute, the owner of the property sought to be charged, and of your orator, the claimant of the lien, the amount and consideration of his claim, and the time when the same became due and payable, verified by the oath of your orator, the claimant, including a statement declaring his intention to claim the benefit of the lien and giving a brief description of the property on which he claims a lien, which memorandum was recorded in the Miscellaneous Lien Book in the said Clerk's Office on the 9th day of May, 1928, -the original memorandum, or lien being hereto attached, marked "Exhibit B", and prayed to be read as a part of this bill.

That sometime before the beginning of the construction of the said building upon the said land, the said defendant, Nansemond Collegiate Institute, conveyed the said land by deed dated September 1, 1927, and recorded September 20, 1927, in the said Clerk's Office in Deed Book No. III,

Page 572, to H.M. Holland, Trustee, in trust to secure the payment of a certain bond for \$15000.00 now legally held by the Farmers Bank of Nansemond as assignee of the payees named in the said bond.

That this suit to enforce the mechanic's lien aforesaid was commenced by process of summons issued by the Clerk of said Court on the 22nd day of August, 1928, and served upon the defendants in this cause on the 24th day of August, 1928, by the proper officer of the said Court, it being within six months from the time when the whole amount covered by the said lien became due and payable.

That your orator now charges that there is now due and owing to him the sum of \$241.59, with interest thereon from the 8th day of April, 1928, until paid; that no part thereof has been paid by the said Nansemond Collegiate Institute, and that the same is a valid and subsisting lien against the said property, with priority of lien thereon over and against the said deed of trust.

Your orator is advised and therefore avers that the rents and profits from the said land and building will not in five years satisfy the liens upon the said property, and that he is entitled to enforce his lien on the same by a sale of the said property.

In consideration whereof, your orator prays that Nansemond Collegiate Institute, H.M. Holland, Trustee, and Farmers Bank of Nansemond be made parties defendant to this bill, and required to answer the same, answer under oath being waived; that proper process issue; that all proper accounts and orders be directed and taken; that a commissioner in chancery of this Court be directed to ascertain and report to Court the liens against the said real estate of the said Nansemond Collegiate Institute and the amounts thereof and their order of priority; the fee simple and annual values of the said real estate, and separately the value of the said building on the said land; that a personal decree be rendered against the said Nansemond Collegiate Institute for such amount as may be deemed proper; and that the said real estate, with said building thereon, be sold and the proceeds thereof be applied to the costs of this cause, the payment of the liens thereon in their order of priority, and that all such, other and general relief may be given as may be proper. And your orator will ever pray & c.

Lee Britt
P. 2.

Gloyd B Bradshaw
Trading Co
Bradshaw Hardware Co

State of Virginia, *
City of Suffolk, * To Wit:-
*

I, R. L. Morrison, a notary public in and for the City of Suffolk,
in the State of Virginia, whose term of office expires on the 9th day
of July, 1930, do certify that Floyd B. Bradshaw, trading as
Bradshaw Hardware Co., personally appeared before me in the said City
of Suffolk, this day, and upon his oath says that the facts and alle-
gations contained in the foregoing bill are true, except so far as they
are therein stated to be on information, and that so far as stated to
be on information, he believes them to be true.

Given under my hand this 17 day of September, 1928.

R. L. Morrison

Notary Public.

BRADSHAW HARDWARE-~~CHINA~~ CO., Inc.

WHOLESALE AND RETAIL

HARDWARE, BUILDING SUPPLIES, HOUSE FURNISHINGS, CHINA,
CROCKERY, GLASSWARE, STOVES and REFRIGERATORS

Phone 277

Sheet # 2,

135. Washington Square

Sold to:-

SUFFOLK, VA.,

Nansamond Collegiate Institute-

2/13	3 Stove elbows,	.75
	3 Stove pipe collars,	30
2/16-	1 Gallon R.L.Oil,	1.15
2/18-	1 Keg 8 d cut finishing nails	5.50
2/20-	10 Lbs roof cement.	1.50
2/21-	2 Kegs 8 d cut finishing nails	11.00
2/23 -	25 Lbs 8 d wire finishing nails,	1.75
	2 Pr 4 x 4 Brass butts,	1.00
	1 Front door set,	3.00
	1 Lock spinel	.75
2/25-	10 Lbs roof cement	1.50
2/29-	10 Lbs 10d wire finishing nails,	.70
	10 Lbs 6 d wire finishing nails,	.70
	10 Lbs 5 d wire finishing nails,	.70
	3 Lbs 3 d wire nails,	.21
	10 Lbs 5 d wire finishing nails,	.60
3/1	3 Gallons turpo,	3.00
	10 Lbs 6 d wire finishing nails,	.70
	10 Lbs 4 d wire finishing nails,	.70
	1 - 5 Gallon oil Can,	.50
3/8	1 Keg 8 d cut finishing nails,	5.50
	25 Lbs 8 d wire finishing nails,	1.75
	25 Lbs 10 d wire finishing nails,	1.75
	24 Ft galv roll iron	2.88

Total, \$241.59

Interest from April 8th, 1928 claimed on \$241.59

State of Virginia,*

City of Suffolk, * To Wit:-

I, *R. J. W. W. W.*, a notary public in and for the City of Suffolk, in the State of Virginia, whose term of office expires on the 9 day of *July*, 1930, do certify that Floyd B. Bradshaw, trading as Bradshaw Hardware Co., personally appeared before me in the said City of Suffolk and made oath to the correctness of the foregoing account.

Given under my hand this 17th day of September, 1928.


 Notary Public.

Sept 1, 1929

BRADSHAW HARDWARE-CHINA CO., Inc.

WHOLESALE AND RETAIL

HARDWARE, BUILDING SUPPLIES, HOUSE FURNISHINGS, CHINA,
CROCKERY, GLASSWARE, STOVES and REFRIGERATORS

Phone 277

135 Washington Square

SUFFOLK, VA. April 25th, 1928,

Sold to:-

Nansemond Collegiate Institute-

Suffolk Va,

1927,		
11/15	- 2 Kegs 8 d wire nails,	8.10
11/18	- 1 Keg 20 d wire nails,	3.75
11/26	- 6 Galv buckets,	1.80
12/6	- 2 Wheel barrows,	19.00
12/7	- 2 Rolls 2 ply roofing	4.00
12/8	- 1 Keg 8d cut finishing nails,	5.25
12/13	- 1 Keg 20d wire nails.	4.00
12/15	- 5 Rolls 3 ply roofing,	11.25
1928,		
1/3	- 1 Wood heater,	2.00
	1-5" Elbow,	20
	3-14 x 30 Window glass,	2.07
1/4	1 Oil heater,	6.25
	1 Keg 8d Wire nails	4.50
	1 Keg 10d Wire nails	4.25
	1 Keg 20 d Wire nails	4.00
1/18	1 Keg 8 d wire nails,	4.50
	1 Keg 10 d wire nails,	4.25
	1 Keg 20 d wire nails,	4.00
	10 Lbs roof nails.	1.00
1/26	10 Lbs 6 d wire nailsfin.	70
1/27	1 Keg 8 d wire nails .	4.50
	1 L.H. Shovel handle,	50
	1 D.H. Shovel handle	60
2/1	1 Keg 3 d wire nails	6.25
	1 Gallon R.L. Oil.	1.15
	1-1 Gallon oil can,	25
2/3	1/2 Bag charcoal,	85
	2 Bars solder,	1.90
	3 Lbs roof nails	30
2/8	3 Front door locks,	9.00
	3 Top flush bolts,	2.55
	3 Bottom flush bolts,	2.55
	9 Pr 4 x 4 Brass butts,	4.50
	2- 14 x 36 Window glass,	1.92
	1 Lb putty,	10
	1 Lot cement & plaster,	38.86
2/10	1 Keg 20d wire nails	4.00
	1 Bar solder,	90
2/13	18 Square feet hdwe cloth.	1.35
	3 Lbs putty,	30
	2 # 22 wood heaters,	6.00
	1 " 2 Wood heater,	8.00
	10 Joints stove pipe,	2.50

Floyd B. Bradshaw, trading as Bradshaw Hardware Co. (Contractor) claims that Nansemond Collegiate Institute, a corporation chartered and existing under the laws of the State of Virginia, having its principal office in the County of Nansemond, Virginia, (Owner) is indebted to him, as Bradshaw Hardware Co., in the sum of Two Hundred, Forty-one and 59/100 Dollars (\$241.59) for materials furnished in and about the construction of a certain large two story brick building, to be used as a school building, located on the land hereinafter described in Nansemond County, Virginia, with interest on the said sum from the 8th day of April, 1928, until payment, which sum is now due and payable, and for which sum of \$241.59, with interest thereon, the said Floyd B. Bradshaw, trading as Bradshaw Hardware Co., (Contractor) claims a lien on the following property of the said Nansemond Collegiate Institute (Owner), to wit:—All that certain brick building above described and located on the land hereinafter described, and upon, also, all those certain lots, pieces or parcels of land situate in Cypress Magisterial District, in the County of Nansemond, in the State of Virginia, being known, numbered and designated on the plan or plat of "Lloyd Place", duly of record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book No. 64, Page 570, as Lots Nos. One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25) and Twenty-six (26) in BLOCK "N", reference to which plan or plat is hereby made for greater particularity in the description of said lots herein described upon which this lien is claimed. The said Block "N" being bounded on the North by Second Avenue; on the East by Fifth Street; on the South by the Norfolk Road; and on the West by Fourth Street,—the said lots Nos. 1 to 26, both inclusive, constituting all of the lots in said Block "N".

May 9, 1928

Floyd B Bradshaw Trading as
Bradshaw Hardware Co

State of Virginia,*

City of Suffolk,*

* To Wit:-

I, C. L. Lewis, a notary public for the City aforesaid, do
certify that Floyd B. Bradshaw, trading as Bradshaw Hardware Co., this
day made oath before me in my city aforesaid that Nansemond Collegiate
Institute (the Owner) is justly indebted to him, as Bradshaw Hardware Co.,
(Contractor) in the sum of \$241.59 for the consideration stated in the
foregoing memorandum, and that the same is payable as therein stated.
Given under my hand this 9th day of May, 1928.

*My commission expires
January 6/1930*

C. L. Lewis

Notary Public.

Virginia.

In the Clerk's Office of the Circuit Court of Nansemond
County the 9 day of May 1928

This ~~deed~~ Mechanic Lien was presented, and, with the certificate
annexed, admitted to record.

Teste:

J. E. Bunting, Clerk
By M. K. Laidlaw, D. C.

Bradshaw Hardware Co
Newseum College Institute

Admitted to record
this 9 day of May
1928.
See Deed Book
no 2 Page 73

Examined and
verified
H. Bunting, Clerk
By Oliver Whitcomb D.C.

Fee 1.75

" Exhibit B "

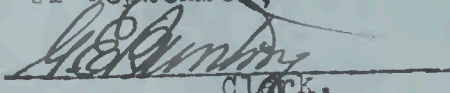
Bradshaw Hardware Co.

VS In Chancery

Nansemond Collegiate Institute,
H.M.Holland, Trustee, and
Farmers Bank of Nansemond.

BILL-

Filed in Clerk's Office this
17th day of September, 1928.


Clerk.

In the Circuit Court of the County of Nansemond, Virginia-

H.H.Holland and W.S.Beamon,
partners trading as Holland
and Beamon Co.

VS In Chancery-

Nansemond Collegiate Institute,
a Corporation,
H.M.Holland, Trustee and
Farmers Bank of Nansemond-

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

Your orators, H.H.Holland and W.S.Beamon, partners trading as
Holland and Beamon Co., respectfully show to the Court as follows:-

That their business, among other things, consists of selling,
furnishing and supplying materials used in the construction of houses
and other structures.

That the Nansemond Collegiate Institute is a corporation
organized and doing business under the laws of Virginia, with its prin-
cipal office in Nansemond County, Virginia.

That your orators, pursuant to oral agreement with and at the
special instance and request of the said defendant, Nansemond Collegiate
Institute, did sell, furnish and deliver to the said defendant on its
premises in Nansemond County, Virginia, materials to be used in the con-
struction of a certain brick building hereinafter mentioned, -the said
purchases beginning January 10, 1928 and ending March 5, 1928, aggregating
the sum of \$2376.43, subject to credits of \$114.71, leaving a balance due
of \$2261.72, upon which interest is claimed from the first day of April,
1928, until paid, all of which is shown on an itemized statement of the
account showing the amount and character of the materials furnished,
the prices charged therefor, the payments and credits thereon and the
balance due and the time from which interest is claimed thereon, the
correctness of which account being legally verified by affidavit of one
of your orators, which statement of account, with affidavit attached, is
hereto annexed, marked "Exhibit A" and prayed to be read as a part of
this bill.

That the said materials were sold, furnished and delivered
for such purpose and used by the said defendant, Nansemond Collegiate
Institute, in and about the construction of a certain large, two story

brick building located on the real estate of the said defendant, Nansemond Collegiate Institute, which real estate is more fully described as follows:

All those certain lots, pieces or parcels of land, situate in Cypress Magisterial District, in the County of Nansemond, in the State of Virginia, being known, numbered and designated on the plan or plat of "Lloyd Place", duly of record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book No. 64, Page 570, as Lots Nos. One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), in Block "N", reference to which plan or plat is hereby made for greater particularity in the description of said lots herein described. The said Block "N" being bounded on the North by Second Avenue; on the East by Fifth Street; on the South by the Norfolk Road; and on the West by Fourth Street.

That on the 8th day of May, 1928, the indebtedness due your orators as aforesaid, being still unpaid, although often demanded of the said defendant, Nansemond Collegiate Institute, ^{your orators} in the exercise of their rights as a general contractor, pursuant to Sections 6426 and 6427 of the Code of Virginia to execute and secure a lien on the building, or structure, aforesaid permanently annexed to the freehold aforesaid and so much land therewith as shall be necessary for the convenient use and enjoyment thereof for the payment of the materials aforesaid sold and furnished to the said Nansemond Collegiate Institute, the owner, and used in the construction of the said building, did, before the expiration of sixty days from the time the said building was completed, or the work thereon otherwise terminated, file on the 9th day of May, 1928, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in which county the said building is located, a memorandum showing the name of the Nansemond Collegiate Institute, the owner of the property sought to be charged, and of your orators, the claimants of the lien, the amount and consideration of their claim and the time when the same became due and payable, verified by the oath of one of your orators, the claimants, including a statement declaring their intention to claim the benefit of the lien and giving a brief description of the property on which they claim a lien, which memorandum was recorded in the Miscellaneous Lien Book in the said Clerk's Office on the 9th day of May, 1928, - the original memorandum, or lien, being hereto attached, marked "Exhibit B" and prayed to be read as a part of this bill.

That sometime before the beginning of the construction of the said building upon the said land, the said defendant, Nansemond Collegiate Institute, conveyed the said land by deed dated September 1, 1927, and recorded September 20, 1927, in the said Clerk's Office in Deed Book No. III,

Page 572, to H.M.Holland, in trust to secure the payment of a certain bond for \$15000.00 now legally held by the Farmers Bank of Nansemond as assignee of the payees named in the said bond.

That this suit to enforce the mechanic's lien aforesaid was commenced by process of summons issued by the Clerk of said Court on the 22nd day of August, 1928 and served upon the defendants in this cause on the 24th day of August, 1928 by the proper officer of the said Court, it being within six months from the time when the whole amount covered by the said lien became due and payable.

That your orators now charge that there is now due and owing to them the sum of \$2261.72, with interest thereon from the first day of April, 1928, until paid; that no part thereof has been paid by the said Nansemond Collegiate Institute, and that the same is a valid and subsisting lien against the said property, with priority of lien thereon over and against the said deed of trust hereinbefore stipulated.

Your orators are advised and therefore aver that the rents and profits from the said land and building will not in five years satisfy the liens upon the said property, and that they are entitled to enforce their lien on the same by a sale of the said property.

In consideration whereof, your orators pray that Nansemond Collegiate Institute, H.M.Holland, Trustee, and Farmers Bank of Nansemond be made parties defendant to this bill, and required to answer the same, answer under oath being waived; that proper process issue; that all proper accounts and orders be directed and taken; that a commissioner in chancery of this Court be directed to ascertain and report to Court the liens against the said real estate of the said Nansemond Collegiate Institute and the amounts thereof and their order of priority; the fee simple and annual values of the said real estate and separately the value of the said building on the said land; that a personal decree be rendered against the said Nansemond Collegiate Institute for such amount as may be deemed proper; and that the said real estate, with said building thereon, be sold and the proceeds thereof be applied to the costs of this cause, the liens thereon ~~in order~~ in order of priority, and that all such other and general relief may be given as may be proper. And your orators will ever pray & c.

Lee Britt,
P. 2.

H. H. Hecmond and J. B. Beamon Partners
Trading as Hecmond & Beamon Co.
By J. B. Beamon

4
State of Virginia,*

* To Wit:-

City of Suffolk, *

I, *Worothy Benton Renshaw*, a notary public in and for the City of Suffolk,
in the State of Virginia, whose term of office expires on the 21st day
of *January*, 1930, do certify that W.S. Beamon, a member of the firm
of Holland and Beamon Co., composed of H.H. Holland and W.S. Beamon,
personally appeared before me in the said City of Suffolk, this day,
and upon his oath says that the facts and allegations contained in
the foregoing bill are true, except so far as they are therein stated
to be on information, and that so far as stated to be on information,
he believes them to be true.

Given under my hand this 17th day of September, 1928.

I was commissioned as
Worothy M. Benton

Worothy Benton Renshaw
Notary Public.

Holland and Beamon Co.

VS In Chancery

Nansemond Collegiate Institute-
H.M.Holland, Trustee, and
Farmers Bank of Nansemond-

BILL.

Filed in Clerk's Office this
17th day of September, 1928.

W. B. Smith
Clerk.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

HOLLAND & BEAMON COMPANY, et als

PLAINTIFFS

vs.

NANSEMOND COLLEGIATE INSTITUTE, et als

DEFENDANTS

This cause came on again to be heard on the papers formerly read, and upon the further hearing of the petition of H. H. Holland and W. S. Beamon, partners trading as Holland & Beamon Company, American Brink Corporation, G. A. Harris, Administrator of the Estate of B. D. Crocker, Deceased, and H. H. Holland and W. S. Beamon, partners trading as Holland & Beamon Company, assignee of Floyd B. Bradshaw, trading as Bradshaw Hardware Company, filed with the report of Lee Britt, Special Commissioner in this cause on the 6th day of June, 1932, and was argued by counsel.

It appearing to the Court that the decree entered in this cause on the 14th day of July, 1932, does not stipulate the full terms and conditions as contained in the aforesaid petition;

On consideration whereof, it is therefore adjudged, ordered and decreed that the said Lee Britt, Special Commissioner, be, and he is hereby, authorized and instructed to insert in the Special Commissioner's deed to W. S. Beamon, R. H. Brinkley and G. A. Harris, Trustees, the following powers and conditions, to-wit:

That the said W. S. Beamon, R. H. Brinkley and G. A. Harris, Trustees, the survivor or survivors, or their successors, are to have and to hold the property described in these proceedings, with all the privileges and appurtenances thereunto belonging or in any wise appertaining forever, for the use and benefit of the following parties in the proportions hereinafter stated, that is to say: For the use and benefit of the Estate of

B. D. Crocker as to Forty-five per centum (45%) thereof; for the use and benefit of H. H. Holland and W. S. Beamon, ~~partners trading as Holland & Beamon~~, partners trading as Holland & Beamon Company, as to Forty-per centum (40%) thereof; and for the use and benefit of American Brick Corporation as to Fifteen per centum (15%) thereof.

That the said W. S. Beamon, R. H. Brinkley and G. A. Harris, Trustees, shall have the power to encumber, convey, transfer, sell and dispose of the property, either at public or private sale, as completely as if it were their own, when agreed upon by not less than two of said Trustees, and the purchaser thereof shall not be required to look to the application of the purchase money.

That pending said sale, the said W. S. Beamon, R. H. Brinkley and G. A. Harris, Trustees, shall have the power to rent the said property, and to collect the rents and profits thereof, and shall have authority to employ such agents as they may deem necessary to rent said property and collect the rents or income from same, and to pay said agent or agents proper compensation for their services; and said rent shall be used for the payment of such compensation, the payment of taxes on said property as they accrue, the cost of keeping the property insured, for the payment of such repairs on said property as they may deem proper to make, for the payment of any interest or curtail of principal, for the payment of any debt they may incur and secure by the conveyance of the said property, either on the interest or principal of said debt, and for any other purpose that they may find necessary in the administration of their trust. The residue of such rents remaining after providing for the said purposes they shall distribute to and among the said beneficiaries in proportion to their interests in said property. They shall keep the said buildings on said property adequately insured, and should they be damaged or destroyed by fire or otherwise, they shall collect any amounts that may become payable under the policy or policies of insurance thereon, and said sums so collected they shall devote to repair or reconstruction of said buildings, if a

majority in interest of said beneficiaries shall so direct, or if such majority so direct, it shall be distributed by them to said beneficiaries in proportion to their interests in said property.

That it shall not be necessary for such beneficiaries, or their assigns, or any of them, to unite with the said W. S. Beamon, R. H. Brinkley and G. A. Harris, Trustees, in the conveyance of said property, or any part thereof, and a conveyance made by the said W. S. Beamon, R. H. Brinkley and G. A. Harris, Trustees, alone shall convey a full and complete title to said property, and no purchaser of said property or any part thereof shall be required to see to the application of the purchase price
+ thereof.

It is further adjudged, ordered and decreed that so much of the aforesaid decree entered on the 14th day of July, 1932, as may be in conflict with this decree, is hereby annulled.

VIRGINIA: IN THE CIRCUIT COURT
OF NANSEMOND COUNTY.

HOLLAND & BEAMON CO. et als

vs.

NANSEMOND COLLEGIATE INSTITUTE, et als

D E C R E E

Entered: *Aug. 8. 1932.*

Jas. J. McEmore
Judge.

*Chancery Order
Book 6; Page 514.*

VIRGINIA-

In the Circuit Court of Nansemond County-

Holland & Beamon Co. et Als-

VS In Chancery

Nansemond Collegiate Institute et Als.

This cause came on to be heard this 14th day of July, 1932, on the papers formerly read and on the report of Lee Britt, Special Commissioner, and on exhibits attached thereto, which report was filed in the Clerk's Office of this court in this cause on the 6th day of June, 1932, to which no exception has been filed, and was argued by counsel.

On consideration whereof, the Court doth hereby ratify and confirm the said report and the sale of the real estate set out in the decree entered in this cause on the 17th day of September, 1929, to W.H. Crocker he being the highest bidder, in the sum of \$7655.00, therefor, and it appearing from said report that, pursuant to authority granted by decree aforesaid, the said Special Commissioner advertised the real estate described in said decree for sale several times, but before the dates for such proposed sales, the defendant, Nansemond Collegiate Institute, made partial payments on the claims of the lien holders and the lien holders requested that further time be given the said defendant for further payments and the said property was not sold by the special commissioner and that the said defendant continuing in default of further payment on the said claims until the spring of 1931 and upon the request of the said lien holders of claims, your special commissioner, pursuant to authority of said decree, and in the manner prescribed by the said decree, advertised the sale of the

said real estate described in the said decree in the following language:-

"That certain parcel of land, with a two story brick building thereon, situate in Cypress Magisterial District, in the County of Nansemond, in the State of Virginia, near the City of Suffolk, consisting of Lots Numbers 1, 2, 3, 4, 9, 10, 11, 12, 13 and 14 in Block "N" designated on the Plat herein-after mentioned, which lots, taken together, extend along the North side of Suffolk-Portsmouth Boulevard approximately 119.5 feet, and extend back therefrom, between parallel lines, approximately 283 feet on the Western boundary and approximately 238.5 feet on the Eastern boundary, and are bounded on the North by Lot No. 15 in said Block "N"; on the East by Fifth Street; on the South by Suffolk-Portsmouth Boulevard; and on the West by Lots Numbers 5, 18, 19, 20, 21, 22 and 23 in said Block "N", which lots, embracing the land herein described, are shown on a certain plat recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in D.B. No. 64, Page 570, upon which parcel of land there is a certain two story brick building, the dimensions of which are, approximately, 50 by 100 feet recently constructed on said land as a school building."

And it further appearing from said report that pursuant to notice required by the said decree, and in accordance with the said decree, a sale of the said real estate was made by public auction on the 2nd day of March, 1931, at 12 o'clock Noon, in front of the National Bank of Suffolk Building, in Suffolk, Virginia, and W.H. Crocker made the highest bid, being in amount \$7655.00, therefor, for the property and became the purchaser thereof, subject to the confirmation of the Court, and that notwithstanding the said special commissioner made immediate and other demands on the said W.H. Crocker for the payment required by the said decree, no part thereof has been paid by the said W.H. Crocker, or by any other person for him, and that the said W.H. Crocker has assigned all his right, title and interest in and to the said bid made by him at the said sale to W.S. Beamon, G.A. Harris and R.H. Brinkley, Trustees for Holland & Beamon Co., the Estate of B.D. Crocker, deceased, American Brick Corporation and Holland & Beamon Co., assignee of the Floyd B. Bradshaw, trading as Bradshaw Hardware Co., the Court doth hereby approve and confirm the assignment of the said bid of W.H. Crocker for said property to the said trustees ^{and doth} invest and clothe the said trustees with all the rights of said purchaser, W.H. Crocker, and in order to carry out such sale to the said trustees, the Court doth hereby order and decree that the said trustees shall deposit the cash sum of \$2609.25, in money, to the credit of this Court in this cause in the National Bank of Suffolk, Suffolk, Virginia, and take from the said bank a certificate showing said deposit and shall deliver the said certificate showing such deposit of \$2609.25, together with proper receipts executed by Holland & Beamon Co. in the sum of \$1816.47, G.A. Harris, Administrator of the Estate of B.D. Crocker, deceased, in the sum of \$2270.58, American Brick Corporation in the sum of \$756.87 and Holland & Beamon Co., assignee of Floyd B. Bradshaw, trading as Bradshaw Hardware Co., in the sum of \$201.83, aggregating the sum of \$5045.75, the balance of the purchase price of \$7655.00 of the said land, showing full settlement of their liens, stated in the said special commissioner's report, to be due and payable aggregating over \$5500.00, to the said Lee Britt, who shall thereupon, as special commissioner of this Court heretofore appointed for the purposes of a sale of said real estate, and now hereby vested with full powers incident to the purposes of this decree, prepare, execute, acknowledge for recordation

and delivery to the said W.S.Beamon, G.A.Harris and R.H.Brinkley, Trustees, and their successors, for Holland & Beamon Co., the Estate of B.D.Crocker, deceased, American Brick Corporation and Holland & Beamon Co., assignee of Floyd B.Bradshaw, trading as Bradshaw Hardware Co., a deed, with special warranty, conveying the real estate hereinbefore described and set out, which deed shall show the interests of the several parties therein as follows:--

For the use and benefit of Holland & Beamon Co. Forty Per Centum-
 For the use and benefit of the Estate of B.D.Crocker, Forty-five Per Centum-
 For the use and benefit of American Brick Corporation Fifteen Per Centum .

And it appearing proper from the report of the said special commissioner and the petition of the said lien holders thereto attached, the Court doth adjudge, order and decree that the said W.S.Beamon, G.A. Harris and R.H.Brinkley, Trustees, upon the vesting in them of the title to the said property by the deed of the said special commissioner, shall have the power to encumber, sell, at public or private sale, and convey by deed the said real estate as completely as if it were their own, when deemed proper and advisable by not less than two of the said trustees, without joinder in said deed by Holland & Beamon Co., the legal representative of the Estate of B.D.Crocker, deceased, or American Brick Corporation, and the proceeds from any encumbrance of the said real estate, less the cost and expenses of the same, shall be applied to the payment of interest on such encumbrance, the payment of taxes and the proper repair and improvement of the said building and premises, and the proceeds from a sale of the said property, less the costs and expenses of such sale, and the liquidation of any obligations of the said trustees, as such, shall be distributed among the said parties in interest, according to their hereinbefore stipulated interests respectively.

And the Court doth further adjudge, order ~~and~~ decree that the said trustees shall have the power to lease, repair and insure the said property in the names of said trustees, and in the event of damage to or destruction of the building on the said land by fire or other cause, to make all collections arising from rentals, profits, fire or other damage, and to use and apply the proceeds therefrom in the administration of said trust, repairs, preservation and reconstruction of said building,

otherwise, the money received from such insurance shall be applied, first, to the payment of all legal obligations of the said trustees, as such, and the remainder shall be distributed among the parties in interest, according to their respective interests, -which powers and provisions hereinbefore stated applicable to the administration of said trust shall be incorporated in and made a part of the deed to be executed by the said special commissioner of this Court to the said trustees.

The Court doth further adjudge, order and decree that the said Lee Britt, who is hereby appointed and clothed with full power for such purpose as special commissioner of this Court, shall draw his checks upon the said fund deposited in the National Bank of Suffolk to the credit of the Court in this cause payable to the persons and parties hereinbefore designated as entitle thereto as set out in the report of the said Lee Britt, special commissioner, as follows:-

Suffolk News-Herald Co., for advertising sale of the land	\$20.00
H.L. Churn, auctioneer, for services	15.00
John K. Hutton, commissioner in chancery for report	75.00
S.M. Lawrence, appraiser of the land and for deposition	10.00
R.J. Norfleet, appraiser of the land and for deposition	10.00
T.R. Pettit, for survey of the land and map of the same	10.00
Lee Britt, Attorney, for drawing deed to purchasers	10.00
Woodward & Elam, agents, premiums on special commissioner's bond	89.00
Woodward & Elam, agents, premiums on insurance policies on building	237.15
John H. Powell, Clerk of Court, court costs estimated	30.00
Lee Britt, special Commissioner, commissions on \$7655.00, amount of sale, -5% on \$5000.00 and 2% on \$2655.00	<u>303.10</u>
aggregating the sum of	\$809.25
The Farmers Bank of Nansemond, for its ascertained value of the land on which the two story brick building is erected, upon which land the said The Farmers Bank of Nansemond held a prior lien- which is shown in report of John K. Hutton, commissioner in chancery.	1800.00,

A duly certified copy of this decree presented to the National Bank of Suffolk shall be sufficient authority for it to honor the checks of the said Lee Britt, special commissioner in payment of the amounts and to the persons and parties designated in this decree .

And the said special commissioner shall make report to Court of all his acts under this decree.

Holland & Beamon Co. et Als-

VS **In Chancery**

Nansemond Collegiate Institute
et Als.

DECREE

Enter this 14th day, of July, 1932-

James S. McNamee,
Judge.

Chancery order
Book 6; Page 511

VIRGINIA--

In the Circuit Court of the County of Nansemond--

Holland & Beamon Co., et Als--

Plaintiffs--

VS In Chancery

Nansemond Collegiate Institute et Als--

Defendants--

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

Your Special Commissioner respectfully represents and reports to the Court that by virtue of a decree of this Court in the chancery cause of Holland & Beamon Co. et Als. vs Nansemond Collegiate Institute et Als. rendered on the 17th day of September, 1929, after repeatedly advertising the sale of the property described in the said decree, pursuant to authority of the said decree, and before the time of such proposed sale, the defendant Nansemond Collegiate Institute, through its proper representatives, made a payment on the liens of the several lien holders at the time of each recurring completed advertisement of a sale of the said property, and in consequence thereof, your special commissioner, at the request of the said lien holders and the said defendant, granted further time for the payment of the said claims, which forbearance, agreeably to all parties for such purpose, continued to the spring of the year 1931, and upon the failure of the said defendant to make further payments and upon the request of the said lien holders of claims, pursuant to authority of said decree, advertised the sale of the said property described in the said decree in the following language:--

" That certain parcel of land, with a two story brick building thereon, situate in Cypress Magisterial District, in the County of Nansemond, in the State of Virginia, near the City of Suffolk, consisting of Lots Numbers 1, 2, 3, 4, 9, 10, 11, 12, 13 and 14, in Block "N" designated on the plat hereinafter mentioned, which lots, taken together, extend along the North side of Suffolk-Portsmouth Boulevard approximately 119.5 feet, and extend back therefrom, between parallel lines, approximately 283 feet on the Western boundary ~~boundary~~*** and approximately 238.5 feet on the Eastern boundary, and are bounded on the North by Lot No. 15 in said Block "N"; on the East by Fifth Street; on the South by Suffolk-Portsmouth Boulevard; and on the West by Lots Numbers 5, 18, 19, 20, 21, 22 and 23 in said Block "N", which lots, embracing the land herein described, are shown on a certain plat recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in D.B. No. 64, at Page 570, upon which parcel of land there is a certain two story brick building, the dimensions of which are approximately 50 by 100 feet, recently constructed on said land as a school building."

Which sale, pursuant to notice required by the said decree, a copy of which notice is hereto attached and made a part of this report, was made by public auction, on the 2nd day of March, 1931, at 12 o'clock Noon, in front

of the National Bank of Suffolk Building, in Suffolk, Virginia, and W.H. Crocker made the highest bid, being in amount \$7655.00, therefor, for the said property and became the purchaser thereof, subject to the confirmation of the Court.

Prompt demand was made on the said W.H. Crocker for immediate payment of that part of the purchase price then required to be paid, which he failed to do, and, notwithstanding your special commissioner has made frequent demands on the said W.H. Crocker for such payment, no part thereof has been paid by the said W.H. Crocker, or any other person for him to this date.

Much further forbearance was given by your special commissioner with the continued acquiescence of the said lien holders.

Since the date of such sale, B.D. Crocker, trading as Suffolk Lumber Co., has died, intestate, and G.A. Harris has been appointed administrator of the estate of the said B.D. Crocker, deceased, by order entered by the Clerk of the Circuit Court of the City of Suffolk, Virginia, on the 3rd day of April, 1931, and the said G.A. Harris, Administrator, qualified by giving bond with surety deemed sufficient for the faithful discharge of his duties as such administrator, and the said G.A. Harris, Administrator of the Estate of B.D. Crocker, deceased, has been made a party plaintiff to this cause in the place and stead of B.D. Crocker, trading as Suffolk Lumber Co pursuant to order entered in this cause on the 4th day of June, 1932, on the petition of the said G.A. Harris, Administrator of the Estate of B.D. Crocker, deceased.

That the said W.H. Crocker, who bid the sum of \$7655.00 at the sale held on the 2nd day of March, 1931, for the said property, has assigned all his right, title and interest in and to the bid made by him at said sale, to W.S. Beamon, G.A. Harris and R.H. Brinkley, Trustees for Holland & Beamon Co., the Estate of B.D. Crocker, deceased, American Brick Corporation and Holland & Beamon Co., assignee of Floyd B. Bradshaw, trading as Bradshaw Hardware Co., as shown in letter of said W.H. Crocker hereto attached.

The said lien holders desire that the said sale shall be confirmed by the Court and that the said special commissioner shall convey the said property to the said trustees, aforesaid, for the consideration of \$7655.00, and that, upon the execution of a deed by the said special commis-

sioner conveying the said property to the said trustee, they are ready to pay to him in cash the sum of \$1800.00 being the amount due The Farmers Bank of Nansemond in settlement of the value of its lien on the land on which the said two story brick building is erected and the sum of \$809.25 in cash being the amount necessary to cover the following items of costs costs, expenses & c. in this cause, to wit:-

✓ Suffolk News-Herald Co., for advertising sale of the land	\$20.00
✓ H.L. Chittam, auctioneer, for services	15.00
✓ John K. Hutton, commissioner in chancery, for report	75.00
✓ S.M. Lawrence, appraiser of the land and for deposition	10.00
✓ R.J. Norfleet, appraiser of the land and for deposition	10.00
✓ T.R. Pettit, for survey and map of the land	10.00
Lee Britt, Attorney, fee for drawing deed to purchasers	10.00
✓ Woodward & Elam, agents, for premiums on special Commissioner's bond	89.00
✓ Woodward & Elam, agents, for insurance premiums on building	237.15
✓ John H. Powell, Clerk of Court, court costs estimated -	30.00
Lee Britt, Special Commissioner, commissions on \$7655.00, amount of sale, -5¢ on \$5000. and 2¢ on \$2655.-	303.10

Aggregating the sum of - \$ 809.25

And in the settlement of the balance of the purchase price, to wit, the sum of \$5045.75, the said lien holders agree and bind themselves to have delivered to your special commissioner proper receipts given by the legal representatives of the said lien holders for their proportionate parts of the said balance of \$5045.75 as follows, to wit:-

To Holland & Beamon Co.,	36%, the sum of	\$1816.47
To G.A. Harris, Administrator of the Estate of B.D. Crocker, deceased,	45%, the sum of	2270.58
To American Brick Corporation	15%, the sum of	756.87
To Holland & Beamon Co., assignee of Floyd Bradshaw, trading as Bradshaw Hardware Co.	4%, the sum of	201.83

Aggregating the sum of \$5045.75

in full settlement of their liens which now aggregate over \$5500.00.

That the said lien holders request that the deed conveying the said property to the said trustees shall show the interests of the several parties therein as follows, to wit:-

For the use and benefit of H.H. Holland and W.S. Beamon, trading as Holland & Beamon Co. Forty per centum-
 For the use and benefit of the Estate of B.D. Crocker- Forty-five per centum
 For the use and benefit of American Brick Corporation Fifteen per centum.

That the said lien holders have submitted to your special commissioner a written petition setting out their requests, which is hereto attached, marked "Exhibit A" and made a part of this report for the consideration of the Court. The assignment of Bradshaw Hardware Co. to

Holland & Beamon Co. is hereto attached.

Your special commissioner is of the opinion that such sale is to the best interests of all the parties involved and recommends that the sale be confirmed and that the said property be conveyed to the proper parties hereinbefore stipulated as trustees for such purpose and that the said purchase price be paid out and distributed and applied as set out in this report.

Suffolk, Va.,
June 4, 1932.

Respectfully submitted,

Lee Britt

Special Commissioner.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

HOLLAND & BEAMON COMPANY et als.....COMPLAINANTS

vs.

NANSEMOND COLLEGIATE INSTITUTE.....DEFENDANT.

TO THE HON. LEE BRITT, SPECIAL COMMISSIONER:

The undersigned, all of whom are mechanic's lien creditors of the Nansemond Collegiate Institute, beg to report that W. H. Crocker, who bid the sum of \$7,655.00 for the property of the Nansemond Collegiate Institute, which was offered at public sale on the 2nd day of March, 1931, has assigned all his right, title and interest in and to said property and to his bid made for said property to the undersigned, as will be shown by a letter signed by the said W. H. Crocker hereto attached, and you are hereby requested to report to the Court that it is the desire of the undersigned that the sale be confirmed by the Court and that a proper deed be executed by you as Special Commissioner covering the whole of said property to W. S. Beamon, R. H. Brinkley and G. A. Harris, Trustees for the Estate of B. D. Crocker, Holland & Beamon Company, American Brick Corporation and Holland & Beamon Company, assignee of ^{F. A.} Bradshaw ^{Trading at Bradshaw Hardware} Corporation, upon the payment to you of the sum of \$1800.00, being the amount ascertained to be the value of the land on which the school building has been constructed, which sum is due The Farmers Bank of Nansemond by virtue of a certain deed of trust held by said bank against the Nansemond Collegiate Institute, and upon the payment of all Court costs and other costs, if any, incident to this proceeding.

It is the unanimous desire of the undersigned that the said property be conveyed to W. S. Beamon, R. H. Brinkley and G. A. Harris, ^{Trustees} the survivors or survivors, of their successors, to have and to hold the above described property with all the privileges and appurtenances thereunto belonging or in any wise appertaining forever, for the use and benefit of the following parties in the proportions hereinafter stated, that is to say: For the use and benefit of the Estate of B. D. Crocker as to forty-five per centum (45%) thereof; for the use and benefit of H. H. Holland and W. S.

Beamon, partners trading as Holland & Beamon Company, as to thirty-six per centum (36%) thereof; for the use and benefit of American Brick Corporation as to fifteen per centum (15%) thereof; and for the use and benefit of H. H. Holland and W. S.

Beamon, partners trading as Holland & Beamon Company, assignee of ^{J. D. trading as Bradshaw} Bradshaw Hardware

✓ ^{Harlowe} Corporation, as to four per centum (4%) thereof.

The said W. S. Beamon, R. H. Brinkley and G. A. Harris, Trustees, shall have the power to encumber, convey, transfer, sell and dispose of the property as completely as if it were their own, either at public or private sale, when agreed upon by not less than two of said Trustees, and the purchaser thereof shall not be required to look to the application of the purchase money.

Pending said sale, the said W. S. Beamon, R. H. Brinkley and G. A. Harris, Trustees, shall have the power to rent the said property, and to collect the rents and profits thereof, and shall have authority to employ such agents as they may deem necessary to rent said property and collect the rents or income from same, and to pay said agent or agents proper compensation for their services; and said rent shall be used for the payment of such compensation, the payment of taxes on said property as they accrue, the cost of keeping the property insured, for the payment of such repairs on said property as they may deem proper to make, for the payment of any interest or curtail of principal, for the payment of any debt they may incur and secure by the conveyance of the said property, either on the interest or principal of said debt, and for any other purpose that they may find necessary in the administration of their trust. The residue of such rents remaining after providing for the said purposes they shall distribute to and among the said beneficiaries in proportion to their interests in said property. They shall keep the said buildings on said property adequately insured, and should they be damaged or destroyed by fire or otherwise, they shall collect any amounts that may become payable under the policy or policies of insurance thereon, and said sums so collected they shall devote to repair or reconstruction of said buildings, if a majority in interest of said beneficiaries shall so direct, or if such majority so direct, it shall be distributed by them to said beneficiaries in

proportion to their interests in said property.

It shall not be necessary for such beneficiaries, or their assigns, or any of them, to unite with the said W. S. Beamon, R. H. Brinkley and G. A. Harris, Trustees, in the conveyance of said property, or any part thereof, and a conveyance made by the said W. S. Beamon, R. H. Brinkley and G. A. Harris, Trustees, alone shall convey a full and complete title to said property, and no purchaser of said property or any part thereof shall be required to see to the application of the purchase price thereof.

Upon the conveyance of the property aforesaid by the said Special Commissioner to the aforesaid Trustees, subject to the conditions hereinabove set forth, the undersigned mechanic's lien creditors will execute and deliver to you as Special Commissioner proper receipt covering their respective interest in said property in full discharge and acquittance for all their right, title and interest in and to this proceeding, and will join with you in the deed conveying the aforesaid property to said Trustees.

Respectfully submitted this day of May, 1932.

A. H. Holland & W. S. Beamon
By W. S. Beamon

Partners Trading as Holland & Beamon Company

A. H. Holland & W. S. Beamon
By W. S. Beamon

Partners, trading as Holland & Beamon Company,

Assignee of Bradshaw Hardware Corporation, trading
as Bradshaw Hardware Co.

American Brick Corporation,

By *W. W. Mudge, President*

G. A. Harris

Administrator of the Estate of B. D. Crocker.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND
COUNTY.

HOLLAND & BEAMON COMPANY ET ALS

vs.

NANSEMOND COLLEGIATE INSTITUTE

REPORT

Filed:

Judge.

LEGAL NOTICES

PUBLIC SALE

—of—

Valuable Real Estate

Pursuant to a decree of the Circuit Court of Nansemond County, Virginia, made and entered on the 17th day of September, 1929, in the chancery cause of H. H. Holland and W. S. Beamon, partners, trading as Holland and Beamon Co., B. D. Crocker, trading as Suffolk Lumber Company, Floyd Bradshaw, trading as Bradshaw Hardware Co., and American Brick Corporation vs. Nansemond Collegiate Institute, a corporation, H. M. Holland, trustee, and Farmers Bank of Nansemond, I will

ON MONDAY, MARCH 2, 1931;
AT 12 O'CLOCK NOON IN
FRONT OF THE NATIONAL
BANK OF SUFFOLK, IN SUFFOLK, VIRGINIA,

offer for sale to the highest bidder FOR CASH, the following real estate, to-wit:

All that certain parcel of land, with a two-story brick building thereon, situate in Cypress Magisterial District, in the County of Nansemond, in the State of Virginia, near the City of Suffolk, consisting of Lots Numbers 1, 2, 3, 4, 9, 10, 11, 12, 13 and 14 in Block "N" designated as such on the plat herein-after mentioned, which lots taken together, extend along the North Side of Suffolk-Portsmouth Boulevard, approximately 1195 feet, and extend back therefrom, between parallel lines approximately 283 feet on the Western boundary, and approximately 238.5 feet on the Eastern boundary, and are bounded on the North by Lot No. 15 in said Block "N"; on the East by Fifth Street; on the South by Suffolk-Portsmouth Boulevard; and on the West by Lots Numbers 5, 18, 19, 20, 21, 22 and 23 in said Block "N" which lots, embracing the land herein described, are shown on a certain plat recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in D. B. No. 64, at page 570, upon which parcel of land there is a certain two-story brick building,—the dimensions of which are, approximately, 50 by 100 feet,—being a part of the property owned by the Nansemond Collegiate Institute aforesaid. Report shall be made of the highest bid for said property to the Court and the sale shall be made subject to the confirmation of the Court.

LEE BRITT,
Special Commissioner.

February 6, 1931.

I, Paul J. Powell, Clerk of the Circuit Court of Nansemond County, Virginia, do hereby certify that bond, with security approved by me as sufficient, and in the penalty provided by said decree has been given by said Special Commissioner, Lee Britt.

PAUL J. POWELL,
Clerk.

Suffolk, Va.,

Sept. 27, 1929.

feb. 6, 13, 20, 27

PHONES 560-561

HOLLAND & BEAMON CO.

WASHINGTON and COMMERCE STS.

Suffolk, Va.

19

To

Street

No.

301
15
12
Suffolk 19 July 22-1930

Mr. L. Brett Atty
I hereby assign
the acct due me by
the Nursemaid Institute
to Holland & Beamon Co
you will therefore
pay over to them. Such
Money there will be coming
to me from time to time
Yours Truly

31

Remarks

Delivered by

Sign and Return

READ BEFORE SIGNING

9c

Less 2.70

G. A. HARRIS
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

April 21, 1932.

Mr. Lee Britt,
Special Commissioner,
Suffolk, Virginia.

Dear Sir:

In Re: Holland-Beamon Company et als
vs.
Nansemond Collegiate Institute

This is to advise that I have assigned my bid for
the property described in the above proceedings to ^{Mr. R. H. Brinkley} Mr. W. S. Beamon/
and Mr. G. A. Harris, Trustees, in consideration of which they have
agreed to pay the purchase price for said property of \$7,655.00, and
let this be your authority to execute to the said Messrs. W. S.
R. H. Brinkley
Beamon and G. A. Harris, Trustees, a good and sufficient deed con-
veying the property aforesaid. Of course it is understood that I
will join in the deed for the purpose of releasing my interest in
said property.

Yours very truly,

W. H. Crockett

gah-1

Holland & Beamon Co. et Als.

VS **In Chancery **

Nansemond Collegiate Institute
et Als.

Report of Special Commissioner,
Lee Britt.

Filed, this 4th day of June, 1932.

- J. L. M. -

Filed this 6th day
of June 1932 in the
Clerk's office of the Circuit
Court of Nansemond
County

John W. Russell Clerk

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND

HOLLAND & BEAMON COMPANY et als.....COMPLAINANTS

vs.

NANSEMOND COLLEGIATE INSTITUTE et als.....DEFENDANTS

This day came G. A. Harris, Administrator of the Estate of B. D. Crocker, deceased, by attorney, and presented his petition to the Court praying to be made a party plaintiff to this cause in the place of B. D. Crocker, trading as Suffolk Lumber Company,

And the Court having examined and considered the said petition, and it appearing to the Court that the said G. A. Harris, Administrator of the Estate of B. D. Crocker, deceased, may be properly made a party to this cause, it is, therefore, adjudged, ordered and decreed that the said petition be filed in the papers of this cause, and that the said G. A. Harris, Administrator of the Estate of B. D. Crocker, deceased, be, and he is hereby, made a party thereto, with full liberty to take such steps in this cause as he may be advised that the interest of the Estate of B. D. Crocker, deceased, may require.

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

HOLLAND & BEAMON COMPANY et als

vs.

NANSEMOND COLLEGIATE INSTITUTE et al

D E C R E E

Entered:

June 4. 1932

Lee S. M. Moore,

Judge.

chancery order
Book 6; Page 501

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND.

HOLLAND & BEAMON COMPANY et als COMPLAINANTS

vs.

NANSEMOND COLLEGIATE INSTITUTE et als.....DEFENDANTS.

TO THE HONORABLE JAMES L. McLEMORE, JUDGE OF SAID COURT:

The undersigned, your petitioner~~x~~, represents unto Your Honor that B. D. Crocker, trading as Suffolk Lumber Company, was one of the original plaintiffs in this cause, and was one of the continuing holders of liens on the real estate involved in this case.

That subsequently to the sale of the said property made on the 2nd day of March, 1931, pursuant to decree entered in this cause on the 29th day of September, 1929, the said B. D. Crocker died intestate on or about the 25th day of March, 1931, and your petitioner was appointed and qualified in the Clerk's Office of the Circuit Court of the City of Suffolk as administrator of the estate of the said B. D. Crocker, on the 2nd day of April, 1931, and now desires to become a party plaintiff to this cause and to be invested with all the rights, privileges and responsibilities of the said B. D. Crocker, trading as Suffolk Lumber Company, as a party hereto.

Your petitioner, therefore, prays that he may be made a party plaintiff to this cause in the future conduct of the same conjointly with the other parties plaintiff and vested with all the rights, privileges and responsibilities of the said B. D. Crocker, trading as Suffolk Lumber Company, and grant unto your petitioner such other and further relief as the nature of your petitioner's case may require.

G. A. Harris
Counsel.

G. A. Harris
Administrator of the
Estate of B. D. Crocker
deceased

VIRGINIA: IN THE CIRCUIT COURT
OF THE COUNTY OF NANSEMOND

HOLLAND & BEAMON COMPANY et als

vs.

NANSEMOND COLLEGIATE INSTITUTE et als

R E P O R T

Filed:

June 4. 1932

J. L. M.

Judge.

In the Circuit Court of the County of Nansemond, Virginia-

H.H.Holland and W.S.Beamon, partners
trading as Holland and Beamon Co.,
B.D.Crocker, trading as Suffolk Lumber
Company,
Floyd B. Bradshaw, trading as Bradshaw
Hardware Co., and
American Brick Corporation- Plaintiffs-
VS
Nansemond Collegiate Institute, a
corporation,
H.M.Holland, Trustee, and
Farmers Bank of Nansemond - Defendants-

This cause came on this 17th day of September, 1929, to be further heard on the papers formerly read and on the report of the Commissioner in Chancery, John K. Hutton, to whom this cause was heretofore referred pursuant to decree entered by this Court on the 10th day of October, 1928, for the purposes stipulated therein, together with the depositions and exhibits filed with said report, and was argued by counsel. Which report was filed in this cause on the 20th day of July, 1929 by said commissioner. And there being no exception filed to said report, the Court doth hereby ratify and confirm the same.

And as from said report it doth appear, the Court doth adjudge, order and decree that the said Nansemond Collegiate Institute is the owner of that certain parcel of land, with a two story brick building thereon, situate in Cypress Magisterial District, in the County of Nansemond, in the State of Virginia, near the City of Suffolk, consisting of Lots Numbers 1, 2, 3, 4, 9, 10, 11, 12, 13 and 14 in Block "N" designated on the plat hereinafter mentioned, which lots, taken together, extend along the North side of Suffolk-Portsmouth Boulevard approximately 119.5 feet, and extend back therefrom between parallel lines, approximately 283 feet on the Western boundary and approximately 238 $\frac{1}{2}$ feet on the Eastern boundary, and are bounded on the North by Lot No. 15 in said Block "N"; on the East by Fifth Street; on the South by Suffolk-Portsmouth Boulevard; and on the West by Lots Numbers 5, 18, 19, 20, 21, 22 and 23 in said Block "N", which lots, embracing the land herein described, are shown on a certain plat recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in D.B. No. 64, at Page 570, upon which parcel of land there is a certain two story brick building, the dimensions of which are approximately 50 by 100 feet, recently constructed on said land as a school building, and that the said parcel of land is necessary for the convenient use and enjoyment of the said building, upon which the said plaintiffs in this

cause have valid and subsisting mechanic's liens on the said property for the amounts shown in these proceedings, subject to the estimated value of the said land upon which the said building is constructed, to wit:—the sum of \$1800.00 payable on the deed of trust debt in favor of the Farmers Bank of Nansemond specifically set out in said report, and it appearing from the said report that the rents and profits from the said property will not in five years pay off and discharge the liens against the same, that the said plaintiffs are entitled to the relief prayed for.

And the Court doth adjudge, order and decree that Lee Britt, who is hereby appointed a Special Commissioner for such purpose, do proceed to sell by way of public auction in front of the National Bank of Suffolk, in Suffolk, Virginia, to the highest bidder for cash the said parcel of land, with a two story brick building thereon, after having advertised the time, place and terms of sale ^{once a week} for three successive weeks in the Suffolk News-Herald, a newspaper published in the City of Suffolk, in the County of Nansemond, Virginia.

And the said Special Commissioner shall receive from the purchaser of the said property, immediately after the sale thereof, 10 per. cent. of the purchase price thereof in money, payable by the said purchaser, and deposit the same in the National Bank of Suffolk to his credit as Special Commissioner in this cause, and the remainder of the purchase price shall be paid by the purchaser to the said Special Commissioner promptly after the confirmation of the sale of said property by this Court and upon the execution of a proper deed conveying the said property by the said Special Commissioner to the said purchaser, and shall make report to Court of said sale, the name of the purchaser and the purchase price.

But before the said Special Commissioner shall make any sale under this decree he shall first give bond in the penalty of \$10,000—conditioned for the faithful performance of his duties as such Special Commissioner under this and all other decrees entered in this cause. And the said Special Commissioner is hereby directed to report his proceedings under this decree to this Court.

Holland & Beamon Co. et Als-

VS In Chancery

Nansemond Collegiate Institute
et Als.

DECREE FOR SALE-

Enter this 17 day of September
1929-

A. L. Moore

Judge

*Chancery Order Book
No. 6 Page 276*

SECOND AVE.

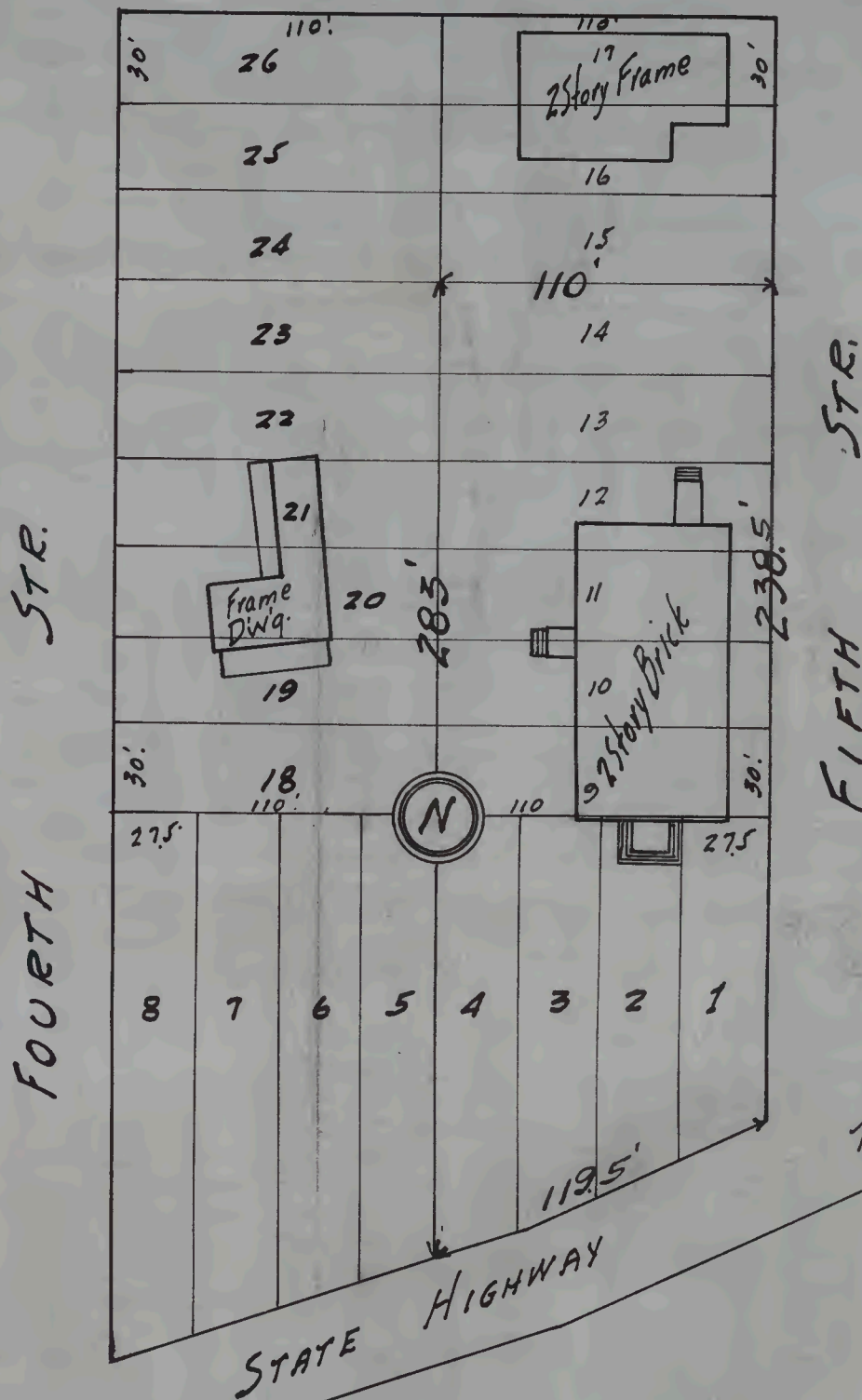


EXHIBIT "A"

PLAT SHOWING.
BLOCK "N" LLOYD PLACE.
NEAR CITY OF SUFFOLK, VIRGINIA.
Scale 1" = 60' - Date June 1929.

J. R. Pettit
C.E.

In the Circuit Court of Nansemond County, Virginia-

H.H.Holland and W.S.Beamon,	*	
partners trading as Holland	*	
and Beamon Co.,	*	
B.D.Crocker, trading as Suffolk	*	Plaintiffs-
Lumber Company,	*	
Floyd B.Bradshaw, trading as	*	
Bradshaw Hardware Co. and	*	
American Brick Corporation,	*	

VS	In Chancery-	
Nansemond Collegiate Institute,	*	
Corporation,	*	Defendants-
H.M.Holland, Trustee, and	*	
Farmers Bank of Nansemond-	*	

The chancery causes of H.H.Holland and W.S.Beamon, partners trading as Holland and Beamon Co. vs Nansemond Collegiate Institute, Corporation, H.M.Holland, Trustee, and Farmers Bank of Nansemond- B.D.Crocker, trading as Suffolk Lumber Company, vs Nansemond Collegiate Institute, Corporation, H.M.Holland, Trustee, and Farmers Bank of Nansemond- Floyd B.Bradshaw, trading as Bradshaw Hardware Co. vs Nansemond Collegiate Institute, H.M.Holland, Trustee, and Farmers Bank of Nansemond- Amercian Brick Corporation vs Nansemond Collegiate Institute, Corporation, ~~Corporation~~, H.M.Holland, Trustee, and Farmers Bank of Nansemond - came on this 10 day of October, 1928 to be heard separately upon the bill of complaint, and exhibits filed therewith in each case, taken for confessed as to all of the defendants upon whom process appears to have been duly served, the said defendants still failing to appear, and answer, plead and demur to the bill in each of the said several causes, and on the motion of the counsel for the plaintiffs in the said several causes to the Court, to consolidate the said several causes into one joint cause with the said plaintiff/s in the separate causes as plaintiffs in such consolidated cause, and the said several defendants in the said several causes as defendants in such consolidated cause upon the ground that the purpose of each proceeding appears from the bill and exhibits filed therein to be to enforce the mechanic's lien therein set out against the property of the defendant Nansemond Collegiate Institute, Corporation, being the same property designated and described in each of said bills, with exhibits filed therewith, and that the rights of all parties involved in the said several causes be adjudicated in the proceedings of such consolidated cause, and was argued by counsel.

On consideration whereof, the Court doth adjudge, order and decree

that the said several causes be and the same are hereby consolidated into one cause and hereafter conducted and advanced in the name and style, as follows:-

H.H.Holland and W.S.Beamon, partners trading as Holland and Beamon Co.,
B.D.Crocker, trading as Suffolk Lumber Company,
Floyd RBradshaw, trading as Bradshaw Hardware Co., and
American Brick Corporation- Plaintiffs-

VS

Nansemond Collegiate Institute, a Corporation,
H.M.Holland, Trustee, and Farmers Bank of Nansemond- Defendants-

And the Court doth further order, adjudge and decree that this cause be and the same is hereby referred to one of the commissioners in chancery of this Court, with direction to enquire into, state and report to Court:-

- (1) The real estate owned by the defendant, Nansemond Collegiate Institute subject to the said liens.
- (2) An account of all liens and amounts thereof against the said real estate of the said defendant, Nansemond Collegiate Institute, with their order of priority.
- (3) The fee simple and annual values of the said real estate and separately the value of the said building on the said land.
- (4) Whether the rents and profits from the said real estate of the said defendant, Nansemond Collegiate Institute, will, in five years, pay the lien debts thereon.
- (5) The taxes current and delinquent against the said real estate unpaid.
- (6) Any other matters deemed pertinent to this cause or required to be stated by any party in interest.

Holland and Beamon Co.,
Suffolk Lumber Company,
Bradshaw Hardware Co., and
American Brick Corporation-

VS In Chancery

Nansemond Collegiate Institute,
H.M. Holland, Trustee, and
Farmers Bank of Nansemond-

Decree of Reference-

Enter this 10th day of October, 1928-

James S. [Signature]
Judge.

Chancery Order Book
No. 6 Page 182

To H. H. Holland and W. S. Beamon, partners
trading as Holland and Beamon Co.; B. D. Crocker,
trading as Suffolk Lumber Company; Floyd B.
Bradshaw, trading as Bradshaw Hardware Co.; American
Brick Corporation,

and

Nansemond Collegiate Institute, a Corporation;
H. M. Holland, Trustee, and Farmers Bank of
Nansemond.

You are hereby notified that on the 10th day of May, 1929, between the hours of 10 A. M. and 5 P. M., at the office of Saunders and Hutton, on Washington Square in Suffolk, Virginia, at which time and place you are required to attend, I shall take, state and settle the following accounts which are to be taken, stated and settled and reported to Court in pursuance of the decree of the Circuit Court of Nansemond County, Virginia, rendered on the 10th day of October, 1928, in the suit in chancery pending in said court to which you are parties complainant and defendant, to-wit:

(1) The real estate owned by the defendant, Nansemond Collegiate Institute subject to the said liens.

(2) An account of all liens and amounts thereof against the said real estate of the said defendant, Nansemond Collegiate Institute, with their order of priority.

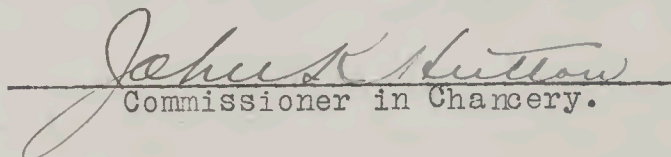
(3) The fee simple and annual values of the said real estate and separately the value of the said building on the said land.

(4) Whether the rents and profits from the said real estate of the said defendant, Nansemond Collegiate Institute, will, in five years, pay the lien debts thereon.

(5) The taxes current and delinquent against the said real estate unpaid.

(6) Any other matters deemed pertinent to this cause or required to be stated by any party in interest.

Given under my hand as Commissioner in Chancery of the Circuit Court of Nansemond County, Virginia, this 26th day of April, 1929.


Commissioner in Chancery.

Received for
 1000 Dollars - Jan
 30 1929

Recorded on the 30 day of April
 1929, within the County of Hanover, State
 of Virginia, by delivering a true copy of the sub-
 scribed notice, in writing, to W. C.
 Huston Agent of Nonsemond Collegiate Institute
 E. B. Kado
 Sheriff of Hanover County
 By J. C. Taylor
 Deputy Sheriff Hanover County

Full legal and sufficient
 service of within notice
 is hereby accepted
 H. H. Holland and W. S. Beaman
 partners trading as
 Holland & Beaman Co.

B. W. Crocker, trading as
 Suffolk Lumber Company,
 American Brick Corporation
 Lloyd B. Bradshaw trading
 as Bradshaw Hardware Co.
 By Lee Britt, Attorney

due, legal and sufficient
 service of within notice
 is hereby accepted

Nonsemond Collegiate Institute
 W. T. Goodman
 its Secretary and Treasurer

W. T. Goodman
 Secretary and Treasurer
 Nonsemond Collegiate
 Institute.

The Farmers Bank of
 Nonsemond
 by E. C. Garland
 Pres
 J. M. Hackett Trustee

VIRGINIA:

IN THE CIRCUIT COURT FOR NANSEMOND COUNTY:

H. H. Holland and W. S. Beamon,
partners trading as Holland and Beamon Co., et als,

Vs. In Chancery

Nansemond Collegiate Institute,
a corporation, et als,

Commissioner's Office,

Suffolk, Virginia, June 25th, 1929.

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

In pursuance of the decree of the Circuit Court for the
County of Nansemond entered on the 10th day of October, 1928, in
the suit in chancery pending in said court between H. H. Holland
and W. S. Beamon, partners trading as Holland and Beamon Co., et
als, complainants, and Nansemond Collegiate Institute, a corpora-
tion, et als, defendants, the undersigned, John K. Hutton, one of
the commissioners in chancery of said court, respectfully reports
as follows:

That on the 26th day of April, 1929, your commissioner
gave notice to the parties to the said suit that he would proceed
on the 10th day of May, 1929, at the office of Saunders and Hutton,
Suffolk, Virginia, between the hours of 10:00 A. M., and 5:00 P. M.,
to make the several enquiries required by said decree to be made by
one of the commissioners in chancery of said court.

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

That on the 20th day of May, 1929, between the hours of
10:00 o'clock A. M., and 5:00 o'clock P. M., at the said office of
Saunders and Hutton, pursuant to adjournment from the 10th day of
May, 1929, your commissioner took the depositions of W. S. Beamon,
B. D. Crocker, Lewis G. Brothers, Floyd B. Bradshaw, R. J. Norfleet,
S. M. Lawrence and William A. Huskerson.

That on the 18th day of June, 1929, at the place and between the hours aforesaid, pursuant to adjournment from the 20th day of May, 1929, your commissioner took the depositions of F. B. Bradshaw, W. S. Beamon, Lewis G. Brothers, S. M. Lawrence, R. J. Norfleet, and William A. Huskerson.

That on the 25th day of June, 1929, at the place and between the hours aforesaid, pursuant to adjournment from the 20th day of May, 1929, your commissioner took the deposition of T. R. Pettit, all of which depositions herein referred to are herewith returned.

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

1.
Nansemond Collegiate Institute is the owner of that certain parcel of land, situated in Cypress Magisterial District, in Nansemond County, Virginia, comprising the whole of Block "N" as designated on the plan or plat of "Lloyd Place", recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book Number 64, at page 570, the said block being divided into 26 lots as shown on said plat and numbered consecutively from 1 to 26 inclusive, the property being fully described in the bills of complaint. The mechanics' liens hereinafter referred to are liens on a certain two story brick building, the dimensions of which are approximately 50 feet by 100 feet, recently constructed on said land as a school building for colored children, and on so much land therewith as shall be necessary for the convenient use and enjoyment thereof.

Your commissioner finds that the land necessary for the convenient use and enjoyment of said building is that part of said Block "N" consisting of lots numbers 1, 2, 3, 4, 9, 10, 11, 12, 13 and 14, as shown on the aforesaid plat and on the plat herewith filed, marked "EXHIBIT A", which last mentioned plat shows the location of said school building with reference to the lots comprising Block "N" and the other buildings thereon. The said lots taken

together extend along the north side of Suffolk-Portsmouth Boulevard approximately 119.5 feet, and extend back therefrom between parallel lines approximately 283 feet on the western boundary and approximately 238.5 feet on the eastern boundary, and are bounded on the North by lot No. 15 as shown on the plat, on the East by Fifth Street, on the South by Suffolk-Portsmouth Boulevard and on the West by lots Numbers 5, 18, 19, 20, 21, 22 and 23, as shown on said plat.

The liens on the aforesaid land are stated in the order of their priority as follows:

.2.

Deed of Trust.

Deed of Trust on said block "N" securing the payment of a certain note for the sum of \$15,000.00, bearing even date with the deed of trust, namely, September 1, 1927, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book Number 111, page 572. The Farmers Bank of Nansemond is the holder of said note and the beneficiary of said deed of trust. There is due on the debt evidenced by said note the sum of \$15,000.00 with interest from May 29, 1929, and insurance premiums to the extent of \$179.59.

Mechanics' Liens.

Mechanic's lien in favor of H. H. Holland and W. S. Beamon, partners trading as Holland and Beamon Company, for the sum of \$2,261.72, with interest from April 1, 1928, and recorded in Miscellaneous Lien Book Number 2, page 71, on May 9, 1928.

Mechanic's lien in favor of B. D. Crocker, trading as Suffolk Lumber Company, for \$2,752.91, with interest from April 9, 1928, and recorded May 9, 1928, in Miscellaneous Lien Book Number 2, page 72.

Mechanic's lien in favor of American Brick Corporation for \$990.75, with interest from April 1, 1928, and recorded May 9, 1928, in Miscellaneous Lien Book 2, page 70.

Mechanic's lien in favor of Floyd B. Bradshaw, trading as Bradshaw Hardware Co., for \$241.59, with interest from April 8, 1928, recorded May 9, 1928, in Miscellaneous Lien Book Number 2, page 73.

The aforesaid Mechanics' Liens are without priority, one over the other.

There appear of record in said Clerk's Office two other mechanics' liens, one in favor of Hallemite Manufacturing Company and the other in favor of Butler & Son, the former having been filed as of May 21, 1928, and the latter as of May 9, 1928. Since it does not appear, however, that any proceedings have been taken by either of these parties to enforce their liens and since more than six months have elapsed since the debts became payable they are barred by the statute of limitations.

Judgments.

(1) Judgment in favor of Central Scientific Company for \$105.23, with interest on \$11.30 from December 8, 1926, and on the sum of \$93.93 from April 8, 1927, and \$3.25 for cost, dated March 2, 1928, and docketed March 9th, 1928, in Judgment Lien Book Number 6, page 25.

(2) Judgment in favor of Central Scientific Company for \$240.00, with 10% attorneys' fees on \$100.00, with interest on the sum of \$40.00 from January 8, 1929, on the sum of \$100.00 from February 8, 1927, and on the sum of \$100.00 from April 8th, 1927, and \$3.25 for cost, dated March 2, 1928, and docketed March 9, 1928, in Judgment Lien Book Number 6, page 25. (Homestead waived on \$100.00).

(3) Judgment in favor of The Hallemite Manufacturing Company in the sum of \$262.50, with interest from January 15th, 1928, and \$8.00 cost, dated September 15th, 1928, and docketed September 17th, 1928, in Judgment Lien Book Number 6, page 53. (Subject to credit of \$100.00 on execution as of October 1, 1928).

(4) Judgment in favor of The Hawks Marfin Company, in the sum of \$107.50 with interest from August 1, 1928, and \$3.25 cost,

dated November 2, 1928, and docketed December 12, 1928, in Judgment Lien Book 6, page 67.

(5) Judgment in favor of Nansemond Grocery Company, in the sum of \$112.50 with interest from January 1, 1929, and \$3.25 cost, dated February 15, 1929, and docketed February 18th, 1929, in Judgment Lien Book 6, page 75.

It is to be noted that, as between the holder of the deed of trust lien and the mechanic's lien creditors, out of the proceeds of the sale of the said school building, together with so much land therewith as shall be necessary for the convenient use and enjoyment thereof, the estimated value of the said land should be applied to the deed of trust, after which the said mechanics' liens should be fully satisfied and the remainder, if any, applied to the balance due on said deed of trust. There is no priority among the holders of mechanics' liens.

3.

The fee simple value of the land which the commissioner has found to be necessary for the convenient use and enjoyment of said school building is \$1800.00.

The value of said school building is \$7,500.00.

4.

The rents and profits from said real estate, including the whole of Block "N", will not, in five years, pay the lien debts thereon.

5.

There are no delinquent taxes. The property in question is used solely for educational purposes and, for that reason, is not assessed for taxation. There are, therefore, no current taxes.

6.

There are no other matters deemed pertinent to this cause or required to be stated by any party in interest.

Fee of S. M. Lawrence for appraisal.....\$ 10.00
Fee of R. J. Norfleet for appraisal..... 10.00
Fee of T. R. Pettit, Surveyor..... 10.00
Commissioner's fee.....
Stenographer's fee.....

Respectfully submitted this the
25th day of June, 1929.

John R. Hutton
Commissioner in Chancery for
the Circuit Court of Nansemond
County.

MEMO: The fees of appraisers and surveyor have been approved by
the attorney for the complainants.

William S. Beamon, being first duly sworn, deposes and says:

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

A. Name, William S. Beamon; age, 50; residence, Suffolk, Virginia; occupation, merchant.

Q. State whether or not you are a member of the firm of H. H. Holland and W. S. Beamon, trading as Holland & Beamon Company?

A. I am a partner of Holland & Beamon Company.

Q. Mr. Beamon, look at this account filed in the papers in this suit and state whether or not it shows materials furnished to the Nansemond Collegiate Institute at its instance and request, state the amount of your bill and from what time interest is claimed.

A. \$2,261.72, interest claimed from April 1st, 1928.

Q. Just state if that is a correct statement of the account and whether or not that represents materials furnished in the school building of Nansemond Collegiate Institute?

A. Yes sir, it does.

Q. Please state whether or not any payment has been made as a credit on this account?

A. Nothing since this date - from the time the bill was made out.

Q. Please state whether or not you claimed and filed a mechanics lien on the said building and land attached thereto necessary for its convenient use.

A. Yes sir, here are the papers here. I did file a mechanics lien in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, to secure the debt.

Q. Please state whether or not you are familiar with the land with the Nansemond Collegiate Institute and the brick building thereon upon which you have filed the lien and, if so, state what in your judgment would be the quantity of land necessary for the use of this brick building referred to?

A. Well, I should say 150 feet on the Norfolk Road and 250 feet on the side street, that is, I should say 150 feet from the southeast corner running west on the main highway and 200 feet deep from the main highway on Fifth Street. I should say approximately \$2,000.00.

Q. You consider the value of this piece you have described as \$2,000.00

A. \$2,000.00

Q. Assuming that there is on this property described liens amounting to \$6,000.00, or more, for mechanic lien creditors, and a deed of trust lien on all of the property for \$15,000.00, what in your judgment would this property rent for per year and whether or not in five years said rental would pay the assumed indebtedness of \$15,000.00 to The Farmers Bank of Nansemond and \$6,000.00, or more to the mechanic lien creditors?

A. I do not know any purpose it could be rented for to pay off the lien creditors within five years.

Q. Please state what, to your knowledge is a fair cash value of the brick building now erected on the land in question?

A. In order to answer I would have to know what class of business could be put in there in order to value for income producers. We know approximately what the building cost and I suppose between \$15,000.00 and \$16,000.00, but just what it could be rented for and what rental you could get it would be hard to say, but if a purchaser could be had at \$9,000.00 to \$10,000.00 for the building you would then have to find some business to get sufficient revenue to justify paying this amount.

Q. Do I understand from your statement that in your judgment the fair cash value of the building referred to would be from \$9,000.00 to \$10,000.00?

A. Well, you would have to place a figure of that class because you have got to have some kind of sufficient revenue to take care of this purchase price of \$9,000.00 to \$10,000.00. Now for a school it may be worth more money than for some other class of business because \$6,000.00 for school purposes - put a mercantile business in it or factory it would depend very largely on the class of business you put in there in order to say how much the property is worth. I would say \$9,000.00 to \$10,000.00. It looks like the property ought to bring that.

Q. After considering the various phases of the cash value of such building is it your judgment that such building is worth \$10,000.00 and would bring \$10,000.00 at a sale?

A. Possibly for some businesses it would but for some other it would not. In other words, I fix the building with the land mentioned at \$12,000.00.

The right is reserved to examine this witness further.

And further this deponent saith not.

William S. Beamon

MR. BEAMON RECALLED:

Q. Please state whether or not the mechanics lien that you claim against the brick building in question and the land attached thereto necessary for the convenient use of the property to secure the payment of your debt, hereinbefore stated, was filed within sixty (60) days from the completion of the structure or the termination of the work thereon?

A. Yes sir.

And further this deponent saith not.

William S. Beamon

B. D. Crocker, being first duly sworn, deposes and says:

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

A. Name, B. D. Crocker; age _____; residence, Suffolk, Virginia; occupation, lumber manufacturer.

Q. Please state in what name you are conducting your business?

A. Suffolk Lumber Company.

Q. B. D. Crocker trading as Suffolk Lumber Company?

A. Yes sir.

Q. Please examine the account that I now present you and state whether or not it is your account against the Nansemond Collegiate Institute for materials furnished in the construction of the brick building on the land of the Nansemond Collegiate Institute, nature of the items, price of the same and the amount of your claim?

A. Yes.

Q. You mean that is your account?

A. Yes this is my account for materials furnished in the construction of the brick building on the land of the Nansemond Collegiate Institute, which bill amounts to \$2,752.91.

Q. State whether or not such a claim of \$2,752.91 is correct, is still due and unpaid and from what date you claim interest on the same?

A. It is still owing to us and we claim interest on said bill from April 9th, 1928, until paid.

Q. Until paid?

A. Until paid.

Q. Please state whether or not you claim a mechanics lien on said building and the land necessary for its convenient use to secure the payment of your said claim?

A. Yes, we claim one.

Q. And you filed such claim in the Clerk's Office of the Circuit Court of Nansemond County, Virginia?

A. Yes.

Q. Are you familiar with the real estate and the brick building erected thereon upon which you filed such lien?

A. Yes.

Q. State what quantity of land, in your judgment, is necessary for the convenient use of the building upon which you filed such lien?

A. I think 150 feet frontage on the Norfolk highway and 200 feet running back on Fifth Street.

Q. If you are familiar with the brick schoolhouse erected on this land, what, in your judgment, is a fair cash value of the said building?

A. I think the land could be worth \$2,000.00.

Q. Now the land with the building on it?

A. Well, I should say \$11,000.00 to \$12,000.00, that is what it should sell for.

Q. Assuming to be correct that there is a deed of trust on all of the land of the Nansemond Collegiate Institute mentioned in your mechanics lien, upon which there is this brick structure, to be \$15,000.00 in addition to mechanic liens aggregating \$6,000.00, or more, state whether or not the rental of said property in five years would pay off the lien debts?

A. I understand that liens, exclusive of the Farmers Bank of Nansemond, amount to a little over \$6,000.00.

Q. State whether or not in your judgment the brick schoolhouse in question and the parcel of land upon which it is located, measuring 150 feet fronting on the Norfolk Road and running back 200 feet, would rent for enough in five years to pay off the mechanics liens aggregating \$6,000.00, or more?

A. I do not think it will do it.

And further this deponent saith not

B.D. Crocker

MR. CROCKER RECALLED:

Q. Referring to the mechanics lien which you said you filed against the brick building in question and the land necessary for its use and enjoyment to secure the payment of your debt, which you have hereinbefore stated, did you file your lien in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, within sixty (60) days before the completion of the said building or the termination of the work on it?

A. Yes, I did.

And further this deponent saith not.

B.D. Crocker

Lewis G. Brothers, being first duly sworn, deposes and says:

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

A. Name, Lewis G. Brothers; age, 51; residence, Suffolk, Virginia; occupation, Secretary and Treasurer of American Brick Corporation.

Q. Please examine this account and state whether it is the account of the American Brick Corporation against the Nansemond Collegiate Institute for materials furnished by the said corporation in the construction of the brick schoolhouse on the land of the Nansemond Collegiate Institute and, if so, state the nature of the material, the amount of money now due and payable and from what time you claim interest thereon?

A. This invoice is our invoice for brick, only one item in the amount of \$1,651.25 on which there is a credit of December 10th, 1927, for \$660.50, leaving a balance of \$990.75, with interest from April 1st, 1928. This amount of \$990.75 is now owing together with interest.

Q. Please state whether or not your corporation claims a mechanics lien on said brick building with the land attached thereto necessary for its convenient use to secure the indebtedness due to your corporation, and whether or not you filed said lien in the Clerk's Office of the Circuit Court of Nansemond County, Virginia?

A. This is our lien properly filed against the building.

Q. State whether or not you are familiar with the land of the Nansemond Collegiate Institute and the brick building located thereon described in your mechanics lien and, if so, state what quantity of land is necessary in your judgment for the convenient use of such property.

A. Well, I would say that after going over the ground, that I feel the convenient use necessary for that building would be 150 feet paralleling the Norfolk highway from the southeast corner, running back 200 feet from the southeast corner.

Q. What, in your judgment, is a fair cash value of such parcel of land and, separately, the brick building thereon, and together?

A. Well, I would say that plot of land that size should bring around \$1800.00 to \$2000.00, the building should bring approximately \$10,000.00 and together around \$12,000.00.

Q. In your judgment would such a parcel of land that you have described and the brick building thereon rent for enough in five years to pay off the mechanics liens aggregating \$6,000.00, or more?

A. I do not feel it would rent for that amount.

And further this deponent saith not.

Lewis G. Brothers

MR. BROTHERS RECALLED:

Q. Referring to the mechanics lien which you said that you filed against the brick building in question and the land necessary for its use and enjoyment to secure the payment of your debt, which you have hereinbefore stated, did you file your lien in

the Clerk's Office of the Circuit Court of Nansemond County, Virginia, within sixty (60) days from the completion of the said building or the termination of the work on it?

A. Yes, I did.

And further this deponent saith not.

Lunsley Brothers

Floyd B. Bradshaw, being first duly sworn, deposes and says:

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

A. Name, Floyd B. Bradshaw; age, 44; residence, Suffolk, Virginia; occupation, merchant.

Q. Please examine the paper presented to you and state whether or not it shows the materials furnished by you, the price of the same to the Nansemond Collegiate Institute and whether or not such materials were furnished by you and used in the construction of the brick building on the land of the Nansemond Collegiate Institute?

A. Yes this material was furnished for the brick building built by the Nansemond Collegiate Institute, furnished by me and used in the construction of the said brick building, the amount of my account is \$241.59 with interest from April 8th, 1928, and this amount is still owing and unpaid.

Q. Please state whether or/you claimed and filed a mechanics lien on the said brick building and the land attached thereto necessary for the convenient use of the building?

A. Yes we filed a mechanics lien.

Q. State whether or not you filed such lien within sixty (60) days from the completion of the structure or termination of the work thereon?

A. Yes we have filed it within sixty (60) days from the termination of the work and before the completion of the building and I filed my lien in the Clerk's Office of the Circuit Court of Nansemond County, Virginia.

Q. If you are familiar with the said brick structure and the land of the Nansemond Collegiate Institute described in your mechanics lien, state what quantity of land is necessary for the convenient use of the building to secure your lien?

A. 150 feet on the Norfolk Road and 200 feet on Fifth Street.

Q. Please state what you consider a fair cash value of this parcel land upon which this building is located which you have described, and your judgment as to the separate value of the building, and then the value of the two together?

A. I should say the lot would be worth \$2,000.00 and the building would be worth around \$10,000.00, the two together would be worth about \$12,000.00.

Q. From your familiarity with and knowledge of this parcel of land described by you and the building thereon, do you think it would rent for enough in five years to pay off the mechanic liens aggregating \$6,000.00 or more?

A. I do not think it would rent for enough to pay the \$6,000.00 in five years time.

And further this deponent saith not.

Floyd B Bradshaw

R. J. Norfleet, being first duly sworn, deposes and says:

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

A. Name, R. J. Norfleet; age, legal; residence, Suffolk, Virginia; occupation, real estate dealer.

Q. Please state whether or not you are familiar with the land of the Nansemond Collegiate Institute located in Nansemond County, Virginia, and, if so, give your judgment as to the fair cash value of that parcel of the land fronting 150 feet on the Norfolk highway and running back 200 feet bordering on Fifth Street?

A. I think \$10.00 a front foot fronting on the Norfolk Road, which would aggregate \$1,500.00 for the parcel of land described.

Q. Please state if you are familiar with the real estate values of the building and land in general and what, in your judgment, the parcel of land described with the brick building thereon should sell for at public auction or what in your judgment is a fair cash value of the same?

A. \$12,000.00.

Q. If you are familiar with the property in question, please state whether or not the land described as you have stated, with the brick building thereon, would rent for enough in five years to pay off the mechanic liens aggregating \$6,000.00?

A. No, it would not do it.

And further this deponent saith not.

R. J. Norfleet

S. M. Lawrence, being first duly sworn, deposes and says:

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

A. Name, S. M. Lawrence; age, legal; residence, Suffolk, Virginia; occupation, real estate dealer.

Q. Please state how many years you have been actively engaged in the real estate business.

A. 17 years.

Q. State whether or not you are familiar with the land of the Nansemond Collegiate Institute located in Cypress Magisterial District in the County of Nansemond, in the State of Virginia, and especially as to a parcel of that land bordering on Fifth Street and the Norfolk highway fronting 150 feet on the Norfolk highway and running back along the said Fifth Street 200 feet?

A. Yes, I saw the property to-day.

Q. What, in your judgment, is a fair cash valuation of the parcel of land 150 feet by 200 feet you have mentioned?

A. From \$1,500.00 to \$1,800.00.

Q. Please state what, in your judgment, is a fair cash valuation, or what it would bring, of the parcel of land described with the brick structure located thereon.

A. In my opinion on the present market it would not bring over \$7,500.00.

Q. Being familiar with the land and the building located thereon, state whether or not, in your judgment, the said land and building would rent for enough in five years to pay off the mechanic liens aggregating \$6,000.00?

A. I certainly think it would not.

And further this deponent saith not.

S. M. Lawrence

BY THE COMMISSIONER:

Q. How much in your opinion of the total amount of \$7,500.00 you have just mentioned is represented by the land on which the building is located, taking it at 150 feet by 200 feet.

A. From \$1,500.00 to \$1,800.00, and the building separate about \$6,000.00. I do not believe it will bring over \$7,500.00 on the present market.

And further this deponent saith not.

S. M. Lawrence

William A. Huskerson, being first duly sworn, deposes and says:

BY THE COMMISSIONER:

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

A. Name, William A. Huskerson; age, 41; residence, Suffolk, Virginia; occupation, president of Nansemond Collegiate Institute.

Q. You are the President of this institution are you not?

A. The Institution, yes sir.

Q. You have heard the testimony at this hearing. State whether or not, in your opinion, the estimate given by the witness of the amount of land reasonably necessary for the use of that building is a proper estimate?

A. I think that 150 feet by 200 feet is about the least ground that you could reserve for the building in its use for school purposes.

Q. You think that under all the circumstances 150 feet by 200 feet would be a reasonable quantity of land reserved for the use of the building as a school?

A. Yes sir.

Q. State whether or not Nansemond Collegiate Institute owns the entire block on which the school is located?

A. Yes sir, 26 lots.

Q. Has The Farmers Bank of Nansemond a deed of trust on this land?

A. Yes sir.

Q. Do you know the amount due on this deed of trust?

A. \$15,000.00.

And further this deponent saith not.

William A. Huskerson

Adjourned to June 18th, 1929, at the office of Saunders & Hutton, Suffolk, Virginia, at 3:00 o'clock, P. M.

The witness, F. B. Bradshaw, being recalled for the purpose of further examination, deposes and says as follows:

- Q. It appearing since your deposition was taken on or about the 20th of May in this cause, it is considered that the area of land fronting 150 feet on the Norfolk Highway and running back 200 feet, as the land necessary for the convenient use of the brick building on the premises of the Nansemond Collegiate Institute, is not a proper area, and appearing that the Commissioner finding such to be the case employed a surveyor, T. R. Pettit, to go upon the ground and make measurements of sufficient area of land deemed necessary for the convenient use of the said building, which paper I now submit to you for inspection and ask if you were present when said lines were run and if the quantity of land appearing thereon to be 119.5 feet fronting on the said highway and running back on Fifth Street 238.5 feet and running back on the West side 283 feet, please state whether or not said area as described on the plat I now submit is, in your judgment, necessary for the convenient use of the brick building located thereon?
- A. Yes, I think that is enough land to take care of the building; for the convenient use of the building.
- Q. After examining the map or plat in question, state what in your judgment is a fair cash valuation of the land within the lines pointed out to you?
- A. About \$1,750.00.
- Q. Please state whether or not at the time you furnished materials used in the construction of this building whether or not the building had been started?
- A. No, we sent material down for them to start the building with.

And further this deponent saith not.

F B Bradshaw

The witness, W. S. Beamon, being recalled for the purpose of further examination, deposes and says as follows:

Q. It appearing since your deposition was taken on or about the 20th of May in this cause, it is considered that the area of land fronting 150 feet on the Norfolk Highway and running back 200 feet, as the land necessary for the convenient use of the brick building on the premises of the Nansemond Collegiate Institute, is not a proper area, and appearing that the Commissioner finding such to be the case employed a surveyor, T. R. Pettit, to go upon the ground and make measurements of sufficient area of land deemed necessary for the convenient use of the said building, which paper I now submit to you for inspection and ask if you were present when said lines were run and if the quantity of land appearing thereon to be 119.5 feet fronting on the said highway and running back on Fifth Street 238.5 feet and running back on the West side 283 feet, please state whether or not said area as described on the plat I now submit is, in your judgment, necessary for the convenient use of the brick building located thereon?

A. I was not present when the lines were drawn. You see some time elapsed between the time we actually measured the property and the time we gave testimony and the 50 feet that was added to the front should have been to the rear, that is how that came about; because we measured the building, as I think, the 50 feet, and it was about 15 feet from Fifth Street, and a stoop on the west side ran out to make the distance about 75 feet and it is necessary to have more than the actual space the building covers. 119.5 feet on the State highway, the measure of 238.5 feet on the East side and 283 feet on the West side according to the plat.

Q. State whether or not the area within the lines as shown on the plat, and you being familiar with the ground, whether or not in your judgment said area is necessary for the convenient use of the brick building thereon?

A. Yes sir.

Q. State what in your judgment is a fair cash valuation of the land lying within the lines mentioned and specified on this plat?

A. About \$2,000.00 in my opinion.

Q. Please state whether or not at the time the materials furnished by you, the building was started?

A. It was not. They had to get our material to start the building.

And further this deponent saith not.



The witness, Lewis G. Brothers, being recalled for the purpose of further examination, deposes and says as follows:

- Q. It appearing since your deposition was taken on or about the 20th of May in this cause, it is considered that the area of land fronting 150 feet on the Norfolk Highway and running back 200 feet, as the land necessary for the convenient use of the brick building on the premises of the Nansemond Collegiate Institute, is not a proper area, and appearing that the Commissioner finding such to be the case employed a surveyor, T. R. Pettit, to go upon the ground and make measurements of sufficient area of land deemed necessary for the convenient use of the said building, which paper I now submit to you for inspection and ask if you were present when said lines were run and if the quantity of land appearing thereon to be 119.5 feet fronting on the said highway and running back on Fifth Street 238.5 feet and running back on the West side 283 feet, please state whether or not said area as described on the plat I now submit is, in your judgment, necessary for the convenient use of the brick building located thereon?
- A. I was present when the surveyor ran the lines and feel that the dimensions shown on this map, which has been platted, are now proper and should be or should go with the school building: 119.5 on the Highway, 238.5 feet on Fifth Street, 283 feet on the West side and 110 feet on the North side. I feel that that area is necessary for the use of that brick building.
- Q. Please state whether or not at the time you sold and delivered to the Nansemond Collegiate Institute the brick mentioned in your bill, set out in your mechanic's lien, whether the building had been commenced or not?
- A. Well, the ground had been broken, but the brick was put in the building as fast as it was delivered.
- Q. Please state what in your judgment is a fair cash valuation of the land within the lines you have mentioned and as set out on the plat submitted to you?
- A. Approximately \$2,000.00.
- Q. Please state whether or not in your judgment the land mentioned by you, and the building thereon, would rent for enough in five years to pay the liens aggregating \$6,000.00 or more?
- A. I do not feel that the revenue in that time would pay off the liens.

And further this deponent saith not.

Lewis G. Brothers

The witness, S. M. Lawrence, being recalled for further examination, deposes and says:

✓ Q. It appears that since the taking of your deposition in this case May last, when you were asked for an opinion as to the value of a parcel of land of the Nansemond Collegiate Institute fronting 150 feet on the Norfolk Highway and running back along the said Fifth Street 200 feet, then thought to be sufficient area for the necessary use of the building and since shown not to be a proper area for the convenient use of the building, the commissioner being informed of the situation directed an engineer, T. R. Pettit, to run lines covering an area then deemed sufficient for the use of the building, which area is described on plat furnished by said engineer, and which I now show to you, as covering 119.5 feet on the said Highway, running back 238.5 feet fronting on Fifth Street, and running back from the Highway on the West side 283 feet and thence a straight line to the Highway 110 feet, was deemed a sufficient area for the convenient use of the building thereon, please state your opinion as to whether or not such area is necessary for the convenient use of the building?

A. Yes.

Q. If you were present when the surveyor ran the lines and are familiar with the area specified therein, what in your judgment is a fair cash valuation of said parcel of land?

A. On the present market, from \$1,500.00 to \$1,750.00.

Q. Based upon your experience in the real estate business and your familiarity with this land in question as just described, state whether or not in your judgment said land with the building thereon would rent for enough in Five years to pay off the mechanic's liens aggregating \$6,000.00 or more?

A. No, I think not.

And further this deponent saith not.

S. M. Lawrence

The witness, R. J. Norfleet, being recalled for further examination, deposes and says:

Q. Since the taking of your deposition in this cause some time in May last, when it was testified to by witnesses that a parcel of the land of the Nansemond Collegiate Institute fronting 150 feet on the Norfolk Highway and running back 200 feet on Fifth Street, was not a proper area of land for the necessary and convenient use of that building, appearing that the Commissioner then employed an engineer to run off an area as shown upon the plat now submitted to you fronting 119.5 feet on the said Highway, running back on Fifth Street 238.5 feet and running back from the Highway on the West side 283 feet, thence across to Fifth Street 110 feet, was deemed necessary for the convenient use of the building, please state whether or not said area in your judgment was necessary for the convenient use of the building?

A. I think that is all that is necessary for the convenient use of the building.

Q. Were you present on the ground when the surveyor ran said lines and were you fully familiar with the ground laid off by him?

A. I was.

Q. Being familiar with the land and the land specified on the plat as stated in your answer, what, in your judgment, is a fair cash valuation of said land?

A. \$1,600.00 to \$1,800.00.

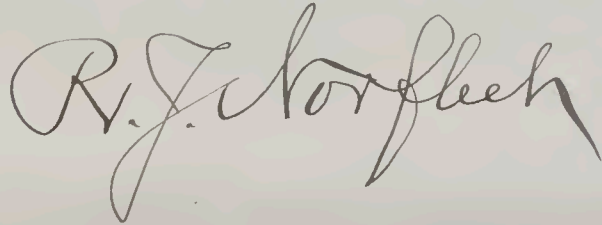
Q. Are you familiar with the block of land bounded by the said Highway, Fourth Street, Fifth Street and Second Avenue, said to contain 26 lots and, if familiar, state whether or not in your judgment said block of land with all buildings thereon would rent for enough in five years to pay all the liens thereon consisting of a \$15,000.00 deed of trust to The Farmers Bank of Nansemond, and mechanic liens aggregating \$6,000.00 or more?

A. I do not.

Q. Please state whether or not you wish to change your valuation of the brick building on the area of land you have just testified about?

A. I would like to change it on the building. I make the valuation of the building \$7,500.00.

And further this deponent saith not.

A handwritten signature in dark ink, appearing to read "R. J. Norfleet". The signature is written in a cursive, flowing style with a large, sweeping flourish at the end.

William A. Huskerson, being recalled for the purpose of further examination, deposes and says:

BY THE COMMISSIONER:

Q. You testified at the last hearing that in your opinion 150 feet by 200 feet, which was the approximate quantity of land regarded at that time as necessary for the building, was about the least that would be reasonably convenient for its use as a school building?

A. Yes sir.

Q. You have heard the testimony as to the change in the lines made by the engineer. State whether or not in your opinion the quantity of land now pointed out as a reasonable quantity is a reasonable quantity of land to go with the building?

A. Yes sir, I think so. It is a reasonable amount for the purposes. It gives more land in square feet than the area I testified about before but in this case it cut in a more advantageous way for everyone.

Q. Huskerson, what was the proximate cost of that building?

A. Around about \$16,000.00.

And further this deponent saith not.

William A. Huskerson

T. R. Pettit, being first duly sworn, deposes and says:

BY THE COMMISSIONER:

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

A. Name, Tazewell R. Pettit; age, legal; residence, Suffolk, Virginia; occupation, Civil Engineer.

Q. Mr. Pettit, you are a Civil Engineer?

A. Yes sir.

Q. Did you, at my request, go upon the block of land owned by Nansemond Collegiate Institute and described in the bill in this suit and take certain measurements, from all of which you prepared this plat marked "EXHIBIT A"?

A. Yes sir.

Q. State whether or not this plat corresponds to the original plat of Block "N" recorded in the Clerk's Office of the Circuit Court of Nansemond County?

A. Yes, sir, it is a copy.

Q. Are the buildings as shown on this plat located approximately as they are actually located on the ground?

A. Yes sir.

Q. Please state the approximate dimensions of that portion of Block "N" represented by lots 1, 2, 3, 4, 9, 10, 11, 12, 13 and 14?

A. Beginning at the southeast corner of Block "N" at the northern line of the State highway and the western line of Fifth Street, thence running northwardly along the west line of Fifth Street 238.5 feet to a point; thence running at a right angle and in a westerly direction 110 feet to a point; thence running at a right angle 283 feet in a southerly direction to the north right-of-way line of the State Highway; thence following the north right-of-way of the State Highway in an easterly direction 119.5 feet to the point of beginning.

Q. Are the measurements of this particular portion of Block "N", as shown on the plat, approximate or exact?

A. Approximate.

And further this deponent saith not.

T. R. Pettit

Suffolk, Va.

June 28, 1929.

In the Suit of
Holland & Beamon Company et als
vs
Nansemond Collegiate Institute

To S. M. Lawrence

1929

May and June To services as appraiser, appraising
the property of Nansemond Collegiate
Institute in "Lloyd Place", Nansemond
County, Virginia, and testifying as
to same-----10.00

Suffolk, Va.

June 28, 1929.

In the Suit of
Holland & Beamon Company et als
Vs
Nansemond Collegiate Institute

To R. J. Norfleet

1929

May and June To services as appraiser, appraising
the property of Nansemond Collegiate
Institute in "Lloyd Place", Nansemond
County, Virginia, and testifying as
to same-----\$10.00

1
Filed
In the Circuit
Court of the County of
Hansemond

H. H. Halland and H. P.
Beaman, Trading as
Halland and Beaman
Co, et als,

vs
Hansemond Collegiate
Institute, a corporation,
et als.

depositions and
Commissioners Report.

Filed this 20th day
of July 1929
Paul J. Powell
Clerk

SAUNDERS & HUTTON
Attorneys at Law
Suffolk, Va.

DEPOSITED IN

National Bank of Suffolk

Suffolk, Va.

BY *Phauncy Cause of Hall and Beamon et als vs Hansmond Collegiate Institute*
et als in Circuit Court of Hansmond County
Aug 12 1932

PLEASE LIST EACH CHECK SEPARATELY

		DOLLARS	CENTS
CURRENCY			
GOLD			
SILVER			
CHECKS Name of Paying Bank			
The Depositor using this ticket hereby agrees that all items payable outside of Suffolk, Va., shall be forwarded by this bank as agent for the depositor at the depositor's risk; that this bank shall not be responsible for negligence, default or failure of sub-agents, nor for losses in the mails; that this bank shall have right to charge back to the depositor's account any item for which actual payment is not received; that items may be sent direct to the bank on which drawn without waiving any of the above conditions, and that items on Suffolk, Va., are credited subject to actual payment through the next day's clearing; that checks on this bank not good at close of business on day deposited may be charged back to the depositor's Account.	<i>12.</i>	<i>2609</i>	<i>25</i>
TOTAL			

ALWAYS BRING YOUR BANK BOOK WITH YOU

In Nansemond County Circuit Court-
H.H.Holland and W.S.Beamon,partners
trading as Holland and Beamon Co.

VS In Chancery

Nansemond Collegiate Institute, Corporat^{ed}
H.M.Holland, Trustee, and Farmers
Bank of Nansemond-

Lee Britt, P.Q

In Nansemond County Circuit Court-
Floyd B. Bradshaw, trading as Bradshaw
Hardware Co.

VS In Chancery-

Nansemond Collegiate Institute,
Corporation-
H. M. Holland, Trustee, and Farmers Bank of
Nansemond-

Lee Britt, P. Q.

In Nansemond County Circuit Court

American Brick Corporation-

VS In Chancery-

Nansemond Collegiate Institute, Corporation
H.M.Holland, Trustee, and Farmers Bank of
Nansemond-

Lee Britt, P.Q.

In Nansemond County Circuit Court-

B.D.Crocker, trading as Suffolk Lumber
Company-

VS In Chancery-

Nansemond Collegiate Institute, Corporati^{on}
H.M.Holland, Trustee, and Farmers Bank of
Nansemond-

Lee Britt, P.Q.

In the Circuit Court of Nansemond County, Virginia-

Holland and Beamon Co.
et Als-

VS

Nansemond Collegiate Institute et Als.

This is to certify that we representing the several defendants have been notified that the plaintiffs in the said cause will ask the Court on the 17th day of September, 1929, between the hours of 9 A.M. and 10 A.M., or as soon thereafter as possible, for a decree in said cause confirming the report of Commissioner John K. Hutton and ordering sale of the parcel of land, with two story brick building thereon, set out in said report as fronting 119.5 feet approximately on the North side of Suffolk-Portsmouth Boulevard, and running back between parallel lines, approximately 283 feet on the Western boundary and approximately 238.5 feet on the Eastern boundary Fifth Street, In Nansemond County, Virginia, near Suffolk.

Suffolk, Virginia,
September 16, 1929

Nansemond Collegiate Institute
William H. Henson, Pres.
The J. B. O. of Leans &
B. B. E. Henson, Sec.

LEGAL NOTICES

PUBLIC SALE

—of—

Valuable Real Estate

Pursuant to a decree of the Circuit Court of Nansemond County, Virginia, made and entered on the 17th day of September, 1929, in the chancery cause of H. H. Holland and W. S. Beamon, partners, trading as Holland and Beamon Co., B. D. Crocker, trading as Suffolk Lumber Company, Floyd Bradshaw, trading as Bradshaw Hardware Co., and American Brick Corporation vs. Nansemond Collegiate Institute, a corporation, H. M. Holland, trustee, and Farmers Bank of Nansemond, I will

**ON MONDAY, MARCH 2, 1931,
AT 12 O'CLOCK NOON IN
FRONT OF THE NATIONAL
BANK OF SUFFOLK, IN SUFFOLK,
VIRGINIA,**

offer for sale to the highest bidder **FOR CASH**, the following real estate, to-wit:

All that certain parcel of land, with a two-story brick building thereon, situate in Cypress Magisterial District, in the County of Nansemond, in the State of Virginia, near the City of Suffolk, consisting of Lots Numbers 1, 2, 3, 4, 9, 10, 11, 12, 13 and 14 in Block "N" designated as such on the plat hereinafter mentioned, which lots taken together, extend along the North Side of Suffolk-Portsmouth Boulevard, approximately, 119.5 feet, and extend back therefrom, between parallel lines approximately 283 feet on the Western boundary, and approximately 238.5 feet on the Eastern boundary, and are bounded on the North by Lot No. 15 in said Block "N"; on the East by Fifth Street; on the South by Suffolk-Portsmouth Boulevard; and on the West by Lots Numbers 5, 18, 19, 20, 21, 22 and 23 in said Block "N," which lots, embracing the land herein described, are shown on a certain plat recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in D. B. No. 64, at page 570, upon which parcel of land there is a certain two story brick building,—the dimensions of which are, approximately, 50 by 100 feet,—being a part of the property owned by the Nansemond Collegiate Institute aforesaid. Report shall be made of the highest bid for said property to the Court and the sale shall be made subject to the confirmation of the Court.

LEE BRITT,
Special Commissioner.

February 6, 1931.

I, Paul J. Powell, Clerk of the Circuit Court of Nansemond County, Virginia, do hereby certify that bond, with security approved by me as sufficient, and in the penalty provided by said decree has been given by said Special Commissioner, Lee Britt.

PAUL J. POWELL,
Clerk.

Suffolk, Va.,

Sept. 27, 1929.

feb. 6, 13, 20, 27

THE SUFFOLK NEWS-HERALD

PUBLISHED BY
THE SUFFOLK NEWS COMPANY, INCORPORATED

SUFFOLK, VA.

H. STUART LEWIS, PRESIDENT
H. P. GUERRANT, GENERAL MANAGER
C. J. RIDDICK, JR., BUSINESS MANAGER
W. C. JOHNSTON, EDITOR

LEGAL NOTICES

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1
The that typed a of Aditium edio edio
Office would multiply a point that all
stance to others, as the duties of the
would have less time for rendering as-
limit approached he and his assistants
was needing assistance, but as the time
a position now to give time to individ-
approaches. He stated that he was in
gestion in his office as the penalty date
at an early date so as to relieve the con-
as many as possible return their blanks
commissioner is very desirous to have
aid in making out their returns. The
any possible assistance to those needing
serted that they will be glad to render

This is to certify that the attached
notice headed "Public Sale of Valuable Real
Estate" in the matter of Holland & Beamon,
et als. vs. Nansemond Collegiate Institute,
was published four times in the Suffolk News-
Herald on the following dates: February 6th,
13th, 20th and 27th, 1931.

THE SUFFOLK NEWS COMPANY, INC.

By *C. J. Riddick, Jr.*

LEE BRITT
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

virginia-

County of Nansemond-

B.D.Crocker, trading as Suffolk Lumber Company,

VS)

) In Chancery-

Nansemond Collegiate Institute, a corporation,
H.M.Holland, Trustee, and Farmers Bank of
Nansemond-

The Clerk of the Circuit Court of Nansemond County, Virginia, will issue
process in the above named cause, returnable to 1st September Rules, 1928.

August 21, 1928.



Attorney for Plaintiff.

LEE BRITT
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

Virginia-

County of Nansemond-

American Brick Corporation-

VS) In Chancery
)

Nansemond Collegiate Institute, a corporation,
H.M.Holland, Trustee, and Farmers Bank of
Nansemond-

The Clerk of the Circuit Court of Nansemond County, Virginia, will issue
process in the above named cause, returnable to 1st September Rules, 1928.

August 21, 1928.

Lee Britt

Attorney for Plaintiff.

LEE BRITT
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

Virginia-

Nansemond County-

Floyd B. Bradshaw, trading as Bradshaw Hardware Co. 7

VS In Chancery-

Nansemond Collegiate Institute, a corporation,
H. M. Holland, Trustee, and Farmers Bank of
Nansemond-

The Clerk of the Circuit Court of Nansemond County, Virginia, will issue
process in the above named cause, returnable to 1st September Rules, 1928.

A handwritten signature in cursive script, reading "Lee Britt", positioned above a horizontal line.

August 21, 1928.

Attorney for Plaintiff.

LEE BRITT
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

Virginia-

County of Nansemond-

H.H.Holland and W.S.Beamon,partners trading as
Holland and Beamon Co.

)
VS) In Chancery-
)

Nansemond Collegiate Institute,a corporation,
H.M.Holland,Trustee,and Farmers Bank of
Nansemond-

The Clerk of the Circuit Court of Nansemond County,Virginia, will issue
process in the above named cause,returnable to 1st September Rules,1928.

August 21,1928.



Attorney for Plaintiff.

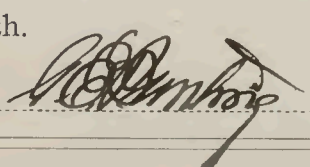
The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, Greeting:

WE COMMAND YOU, That you summon Nansemond Collegiate Institute, a corporation
H.M.Holland, Trustee, and Farmers Bank of Nansemond

to appear at the Clerk's office of the Circuit Court of the County of Nansemond
at the rules to be held for the said Court on the First Monday in September, 1928,
to answer a bill in chancery, exhibited against them in our said Court by
B.D.Crocker, trading as Suffolk Lumber Company

And have then there this writ. Witness G.E.Bunting, Clerk of our said
Court, at the court-house, the 22nd day of August, 1928, and in the
153rd year of the Commonwealth.


Clerk

B.D. Crocker, trading as
Suffolk Lumber Company

vs. } SUBPOENA IN CHANCERY

Nansemond Collegiate Institute,
a corporation, et als

Lee Britt p. q.

To September Rules,
First Monday 1928
Nansemond County Circuit Court.

Executed on the 24 day of Aug.
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to H M
Hollan of Instid in person.
E B Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Executed on the 24 day of Aug.
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to J T Witha
Vice Pres. Farmers Bank of Nansemond
E B Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Executed on the 24 day of Aug.
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to John L
White President Nansemond Collegiate
Institute E B Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Executed on the 24 day of Aug.
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to William
Huskison Agent Nansemond
E B Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Executed on the day of
19, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to
in person.
Sheriff of Nansemond County
By Deputy Sheriff of Nansemond County

Complete Products

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, Greeting:

WE COMMAND YOU, That you summon Nansemond Collegiate Institute, a
corporation, H.M. Holland, Trustee and Farmers Bank of Nansemond

to appear at the Clerk's office of the Circuit Court of the County of Nansemond
at the rules to be held for the said Court on the First Monday in September, 19 28,
to answer a bill in chancery, exhibited against them in our said Court by
American Brick Corporation

And have then there this writ. Witness G.E. Bunting, Clerk of our said
Court, at the court-house, the 22nd day of August, 19 28, and in the
153rd year of the Commonwealth.

G.E. Bunting

Clerk

American Brick Corporation

vs. }

SUBPOENA IN CHANCERY

Nansemond Collegiate Institute,
a corporation, et als

p. q.

To.....Rules,

Circuit Court.

Executed on the 24 day of Aug.
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to HM
Holland Trust in person,
EB Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Executed on the 24 day of Aug.
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to J. P. Withers
Vice Pres Farm Bank & Trust in person,
EB Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Executed on the 24th day of Aug
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to John E. White
Pres. Nansemond Collegiate
Institute EB Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Executed on the 24 day of Aug
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to William
Harrison Ogent Nansemond in person,
EB Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Collegiate Institute.

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, Greeting:

WE COMMAND YOU, That you summon Nansemond Collegiate Institute, a
corporation, H.M. Holland, Trustee, and Farmers Bank of Nansemond

to appear at the Clerk's office of the Circuit Court of the County of Nansemond
at the rules to be held for the said Court on the First Monday in September, 1928,
to answer a bill in chancery, exhibited against them in our said Court by
Floyd B. Bradshaw, trading as Bradshaw Hardware Co.

And have then there this writ. Witness G.E. Bunting, Clerk of our said
Court, at the court-house, the 22nd day of August, 19 28, and in the
153rd year of the Commonwealth.

G.E. Bunting Clerk

Floyd D. Bradshaw, trading as
Bradshaw Hardware Co.

us. } SUBPOENA IN CHANCERY

Nansemond Collegiate Institute, a corp.

Lee Britt p. q.

To September Rules,
First Monday, 1928
Nansemond County Circuit Court.

Executed on the 24 day of Aug
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to Wm Hallam
Lewis in person,
E. B. Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Executed on the 24 day of Aug
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to William
Hester agent Nansemond
E. B. Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Executed on the 24 day of Aug
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to J. W. Withers
Vice Pres. Farmers Bank of Nansemond
E. B. Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Executed on the 24 day of Aug
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to John L. White
Pres. Nansemond Collegiate Institute
E. B. Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Subpoena Institute

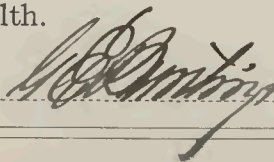
The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, Greeting:

WE COMMAND YOU, That you summon Nansemond Collegiate Institute, a
corporation, H.M.Holland, Trustee, and Farmers Bank of Nansemond

to appear at the Clerk's office of the Circuit Court of the County of Nansemond
at the rules to be held for the said Court on the First Monday in September, 19 28,
to answer a bill in chancery, exhibited against them in our said Court by
H.H.Holland and W.S.Beamon, partners trading as Holland and Beamon Co.

And have then there this writ. Witness G.E.Bunting, Clerk of our said
Court, at the court-house, the 22nd day of August, 19 28, and in the
153rd year of the Commonwealth.



Clerk

H.H.Holland and W.S.Beamon,
partners trading as Holland and
Beamon Co.

vs. } SUBPOENA IN CHANCERY

Nansemond Collegiate Institute,
a corporation et als

Lee Britt p. q.

To September Rules,
First Monday, 1928
Nansemond County Circuit Court.

Executed on the 24 day of Aug
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to H.M. Hall
Trustee in person.
E.B. Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Executed on the 24 day of Aug.
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to J.T. Withers
Vice Pres. Farmers Bank of Nansemond in person.
E.B. Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Executed on the 25 day of Aug
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to John L. White
Pres. Nansemond Collegiate Institute in person.
E.B. Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Executed on the 24 day of Aug
1928, within the County of Nansemond, State
of Virginia, by delivering a true copy of the with-
in summons notice, in writing, to William
Hickerson Agent Nansemond in person.
E.B. Rawles
Sheriff of Nansemond County
By Cyrus Brinkley
Deputy Sheriff of Nansemond County

Nansemond Collegiate Institute

Know all Men by these Presents, That we Lee Britt, and United States Fidelity & Guaranty Company

are held and firmly bound unto the Commonwealth of Virginia in the sum of Ten Thousand

Dollars

to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our Homestead Exemptions as to this obligation.

Sealed with our seals, and dated this 27th day of September,
one thousand nine hundred and twenty-nine.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound-----

Lee Britt

shall faithfully discharge his duties as Special Commissioner-----, under decree of the Circuit
Court of the County of Nansemond
pronounced on the 17th day of September 1929; in the suit

therein depending under the name and style of H. H. Holland and W. S. Beamon,
partners trading as Holland and Beamon Co., B. D. Crocker, trading as
Suffolk Lumber Company, Floyd B. Bradshaw, trading as Bradshaw Hardware
Co., and American Brick Corporation

vs

Nansemond Collegiate Institute, a corporation, H. M. Holland, Trustee,
and Farmers Bank of Nansemond -

and shall account for and pay over, as the Court may direct, all money that may come into
his hands as such Commissioner-----,

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in
the presence of

Wm Lawrence

Oliver Whitthurst

Lee Britt

[SEAL]

United States Fidelity and Guaranty Company [SEAL]

Richard L. Lagoodwal [SEAL]

In the Clerk's Office of the Circuit Court of the County of Nansemond

This day Lee Britt with United States Fidelity & Guaranty Company
surety-----on the above bond, made oath before me Paul J. Powell, Clerk
of the Circuit Court of the County of Nansemond
that the estate-----, after the payment of all the just debts and those for which-----
bound as security for others and expect to have to pay the worth the sum of Ten
Thousand dollars.

Given under my hand, this 27th day of September 1929

Paul J. Powell Clerk.

By Oliver Whitthurst, D.C.

Lee Britt and
United States Fidelity &
Guaranty Company

to } SPECIAL
COMMISSIONER'S BOND

Commonwealth

August 12th

American Brick Corporation, by D. H. ^{President} Muller

1932

August 12 ⁴⁶

Received of Lee Britt, Special Commissioner, in the chancery cause of Holland & Beamon Co. and Others VS Nansemond Collegiate Institute and Others pending in the Circuit Court of Nansemond County, Virginia, the sum of Two Thousand, Two Hundred, Seventy and 58/100 Dollars (\$2270.58) in full settlement of the amount due and payable to the Estate of B.D. Crocker, deceased, on account of mechanic's lien filed by B.D. Crocker, trading as Suffolk Lumber Co., against the property of the Nansemond Collegiate Institute from the proceeds from the sale of said property, as shown in report of Special Commissioner in said cause filed on the 6th day of June, 1932, which report was confirmed by decree entered in said cause on the 14th day of July, 1932, which amount is accepted in full settlement and acquittance of all claims against the said Nansemond Collegiate Institute.

E. A. Harris Administrator
of the Estate of B. D. Crocker, deceased

1932

August 12 ~~th~~

Received of Lee Britt, Special Commissioner, in the chancery cause of Holland & Beamon Co. and Others vs Nansemond Collegiate Institute and Others pending in the Circuit Court of Nansemond County, Virginia, the sum of One Thousand, Eight Hundred, Sixteen and 47/100 Dollars (\$1816.47) in full settlement of the amount due and payable to us on account of our mechanic's lien claim against the property of the Nansemond Collegiate Institute from the proceeds from the sale of said property, as shown in report of Special Commissioner in said cause filed on the 6th day of June, 1932, which report was confirmed by decree entered in said cause on the 14th day of July, 1932, which amount is accepted in full acquittance of all claims against the said Nansemond Collegiate Institute.

Holland and Beamon Co
By M. S. Beamon

1932

August 12th

Received of Lee Britt, Special Commissioner, in the chancery ~~cau~~^{se} of Holland & Beamon Co and Others VS Nansemond Collegiate Institute and Others pending in the Circuit Court of Nansemond County, Virginia, the sum of Two Hundred, One and 83/100 Dollars (\$201.83) in full settlement of the amount due and payable to us as assignee of Floyd B. Bradshaw, trading as Bradshaw Hardware Co., from the proceeds from the sale of said property, as shown in report of Special Commissioner in said cause filed on the 6th day of June, 1932, which report was confirmed by decree entered in said cause on the 14th day of July, 1932, which amount is accepted in full acquittance of all claims against the said Nansemond Collegiate Institute.

Holland and Beamon Co
By M. S. Beamon
Assignee of Floyd B. Bradshaw
Trading as
Bradshaw Hardware Co

SUFFOLK, VA.

1932

No.

NATIONAL BANK OF SUFFOLK 68-124

PAY TO THE
ORDER OF

Suffolk News-Herald

\$2000

DOLLARS

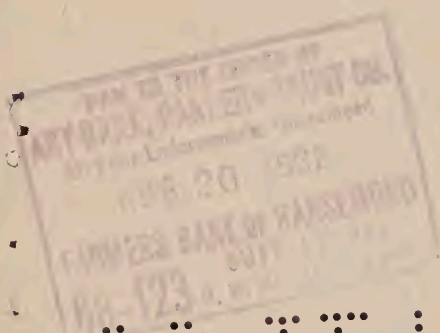
FOR

Advertising sale of
Land

THE FALCONER COMPANY BALTIMORE

Let With Special Commissioner sale
in Hanover Co. of Holland & Beamy lots & also
Hanson and College Institute & also

PAY TO THE ORDER OF
THE FARMERS BANK OF HANSEMOND
215 Suffolk, Virginia
SUFFOLK NEWS COMPANY, INC.



00-134

0-30-23

6410

STATEMENT

Suffolk, Va., Aug 19, - 1932.

M Fre Britt, Special Commissioner
In Chancery Cause of Holland & Brown Co. et. als.
VS. Henricmond Collegiate Institute
(SUFFOLK NEWS-HERALD COMPANY).

SUFFOLK NEWS COMPANY, Inc.

PUBLISHERS OF

THE SUFFOLK NEWS-HERALD

A LOCAL PAPER

EVERY AFTERNOON EXCEPT SUNDAY

1931

Feb. 28 To advertising Public Sale of
of Valuable Real Estate 20.00
Henricmond Collegiate Institute

Received Payment
in full
Suffolk News-Herald Co.
By E. J. Beckwith Jr.
8/19/31

LEGAL NOTICES

PUBLIC SALE

—of—

Valuable Real Estate

Pursuant to a decree of the Circuit Court of Nansemond County, Virginia, made and entered on the 17th day of September, 1929, in the chancery cause of H. H. Holland and W. S. Beamon, partners, trading as Holland and Beamon Co., B. D. Crocker, trading as Suffolk Lumber Company, Floyd Bradshaw, trading as Bradshaw Hardware Co., and American Brick Corporation vs. Nansemond Collegiate Institute, a corporation, H. M. Holland, trustee, and Farmers Bank of Nansemond, I will

ON MONDAY, MARCH 2, 1931,
AT 12 O'CLOCK NOON IN
FRONT OF THE NATIONAL
BANK OF SUFFOLK, IN SUFFOLK,
VIRGINIA,

offer for sale to the highest bidder
FOR CASH, the following real estate,
to-wit:

All that certain parcel of land, with a two-story brick building thereon, situate in Cypress Magisterial District, in the County of Nansemond, in the State of Virginia, near the City of Suffolk, consisting of Lots Numbers 1, 2, 3, 4, 9, 10, 11, 12, 13 and 14 in Block "N" designated as such on the plat herein-after mentioned, which lots taken together, extend along the North Side of Suffolk-Portsmouth Boulevard, approximately 113.5 feet, and extend back therefrom, between parallel lines approximately 283 feet on the Western boundary, and approximately 238.5 feet on the Eastern boundary, and are bounded on the North by Lot No. 15 in said Block "N"; on the East by Fifth Street; on the South by Suffolk-Portsmouth Boulevard; and on the West by Lots Numbers 5, 18, 19, 20, 21, 22 and 23 in said Block "N," which lots, embracing the land herein described, are shown on a certain plat recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in D. B. No. 64, at page 570, upon which parcel of land there is a certain two story brick building,—the dimensions of which are, approximately, 50 by 100 feet,—being a part of the property owned by the Nansemond Collegiate Institute aforesaid. Report shall be made of the highest bid for said property to the Court and the sale shall be made subject to the confirmation of the Court.

FEB 27 1931

LEE BRITT,
Special Commissioner

February 6, 1931.

I, Paul J. Powell, Clerk of the Circuit Court of Nansemond County, Virginia, do hereby certify that bond, with security approved by me as sufficient, and in the penalty provided by said decree has been given by said Special Commissioner, Lee Britt.

PAUL J. POWELL,
Clerk.

Suffolk, Va.,

Sept. 27, 1929.

feb. 6, 13, 20, 27

SUFFOLK, VA.

Aug 16

1932 No.

7

NATIONAL BANK OF SUFFOLK 68-124

PAY TO THE
ORDER OF

H. L. Lehair, Auctioneer \$ 15⁰⁰

Fifteen

DOLLARS

FOR

Service as Auctioneer Lee Britt Special Commission
in sale of land In Charge of Case by Hullant & Beaman Corde
vs. Harrison and Collegiate Institute et al

J. M. Lums,
Austin,



VIRGINIA-

In the Circuit Court of Nansemond County:-

Holland & Beamon Co. et Als-

VS

Nansemond Collegiate Institute et Als-

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

Your Special Commissioner respectfully represents that, pursuant to a decree entered in this cause on the 14th day of July, 1932, W.S. Beamon, G.A. Harris and R.H. Brinkley, Trustees for Holland & Beamon Co., the Estate of B.D. Crocker, deceased, American Brick Corporation and Holland & Beamon., assignee of Floyd B. Bradshaw, trading as Bradshaw Hardware Co., deposited the cash sum of \$2609.25 in money in the National Bank of Suffolk, Suffolk, Virginia, to the credit of the court in this cause, took from the said Bank a certificate showing such deposit and delivered the said certificate together with proper receipts executed by Holland & Beamon Co. in the sum of \$1816.47, G.A. Harris, Administrator of the Estate of B.D. Crocker, deceased, in the sum of \$2270.58, American Brick Corporation in the sum of \$756.87 and Holland & Beamon Co., assignee of Floyd B. Bradshaw, trading as Bradshaw Hardware Co., in the sum of \$201.83, aggregating the sum of \$5045.75, the balance of the purchase price of \$7655.00 of the real estate described in said decree showing full settlement of their several liens for said amounts payable from the proceeds from the sale of the said property, to Lee Britt, Special Commissioner for the purposes set out in the said decree.

That your Special Commissioner, in pursuance of said decree, executed and delivered a deed conveying, with special warranty, the real estate described in the said decree to W.S. Beamon, G.A. Harris and R.H. Brinkley, Trustees and their successors, for Holland & Beamon Co., the Estate of B.D. Crocker, deceased, American Brick Corporation and Holland & Beamon Co., assignee of Floyd B. Bradshaw, trading as Bradshaw Hardware Co. for the use and benefit of Holland & Beamon Co. forty per centum, for the use and benefit of the Estate of B.D. Crocker, deceased, forty-five per centum, and for the use and benefit of American Brick Corporation fifteen per centum, the respective interests of the said parties in the said real estate, and that all the rights, conditions and provisions set out in the said decree were embraced in the said deed.

That in further pursuance of the said decretal order, your Special Commissioner drew his checks upon the said fund deposited in the National Bank of Suffolk to the credit of the court in this cause, payable to the persons and parties entitled thereto, as set out in said decree, as follows:-

1932 Aug 11	Suffolk News-Herald Co., for advertising sale of the land	\$20.00
" "	H.L.Churn, auctioneer, for services	15.00
" "	John K.Hutton, Commissioner in Chancery for report	75.00
" "	S.M.Lawrence, appraiser of the land and for deposition	10.00
" "	R.J.Norfleet, appraiser of the land and for deposition	10.00
" "	T.R.Pettit, for survey of the land and map of the same	10.00
" "	Lee Britt, Attorney, for drawing deed to purchasers	10.00
" "	Woodward & Elam, agents, premiums on special commissioner's bond	89.00
" "	Woodward & Elam, agents, premiums on insurance policies on building	237.15
" 14	John H.Powell, Clerk of Court, court costs estimated	30.00
" 19	Lee Britt, Special Commissioner, commissions on \$7655.00 amount of sale, -5% on \$5000.00 and 2% on \$2655.00	303.10

aggregating the sum of

\$809.25

" 14 The Farmers Bank of Nansemond for its ascertained value of the land on which the two atory brick building is erected, upon which land the said The Farmers Bank of Nansemond held a prior lien which is shown in report of John K.Hutton, Commissioner in Chancery

1800.00

which aggregate the sum of

\$2609.25

the amount deposited in the National Bank of Suffolk to the credit of the court in this cause, which amount, which together with the payments of \$1816.47 to Holland & Beamon Co., \$2270.58 to G.A.Harris, Administrator of the Estate of B.D.Crocker, deceased, to American Brick Corporation the sum of \$756.87 and to Holland & Beamon Co., assignee of Floyd B.Bradshaw, trading as Bradshaw Hardware Co. the sum of \$201.83, aggregating the sum of \$5045.75 make up the entire purchase price of \$7655.00 for the said real estate. Vouchers for all disbursements are hereto attached and made a part of this report.

Respectfully submitted,

Suffolk, Va.,
Dec.1, 1932.

Lee Britt

Special Commissioner.

1932-

August. 17th-

Received of Lee Britt, Special Commissioner in the
chancery cause of Holland & Beamon Co. et Als. VS Nansemond
Collegiate Institute et Als. pending in the Circuit Court
of Nansemond County, Virginia, check drawn on the fund
deposited in the National Bank of Suffolk to the credit
of the Court in said cause for the sum of Fifteen Dollars
in payment of fee for services as auctioneer at the sale
of the property of said Nansemond Collegiate Institute ,
being the amount allowed me by said Court in a ~~decree~~
entered in said cause on the 15th day of July, 1932.

W. M. Hurw.

Auctioneer.



SUFFOLK, VA.

Aug. 16

1932

No.

5

NATIONAL BANK OF SUFFOLK 68-124

PAY TO THE
ORDER OF

John K. Hutton Commissioner in chancery \$ *75.00*

Seventy Five

DOLLARS

FOR

*Report in
Chancery Cause*

THE FALCONER COMPANY BALTIMORE

*Lee Britt Special Commissioner in
Chancery Cause of Hall and Beam Co et al vs
Wanderwood College Institute et al*

John K. Hutton,
Commissioner in
Chowery -

Saunders Hutton
Per []

00-134

0-18-25

6V10

1932

August 17th-

Received of Lee Britt, Special Commissioner in the
Chancery cause of Holland & Beamon Co. et Als. vs
Nansemond Collegiate Institute et Als. check drawn on
the fund deposited in the National Bank of Suffolk to
the credit of said cause for the sum of Seventy-five
(75) Dollars in payment of fee for investigation and
report made to Court for services in said cause as
Commissioner in Chancery.

John K. Hutton

SUFFOLK, VA.

Aug 16

1922

No.

8

NATIONAL BANK OF SUFFOLK 68-124

PAY TO THE
ORDER OF

S. M. Lawrence

\$ 10⁰⁰

Ten

DOLLARS

FOR

Appraiser of Land and
for Deposition

THE FALCONER COMPANY BALTIMORE

Lee Britt, Special Commissioner in
Chancery Cause of Hollingsworth & Beamon Co. et al vs
Mandamus College Institute et al

Mr Lawrence

~~0715~~

0715

42150

1932-

August 17th-

Received of Lee Britt, Special Commissioner in the chancery cause of Holland & Beamon Co. et Als. vs Nansemond Collegiate Institute et Als. pending in the Circuit Court of Nansemond County, Virginia, check drawn on the fund deposited in the National Bank of Suffolk to the credit of said cause for the sum of Ten Dollars in payment of amount due me as appraiser and for my deposition in said cause being the amount allowed by said Court in a decree entered in said cause on the 14th day of July, 1932.

S. M. Lawrence
4



SUFFOLK, VA. Aug 16 1922 No. 9

NATIONAL BANK OF SUFFOLK 68-124

PAY TO THE
ORDER OF

R. J. Thompson

\$ 1000

Ten

DOLLARS

FOR

Appraiser of Land and
for reposition

THE FALCONER COMPANY BALTIMORE

Lee B. Smith Special Commissioner in
Charge of Sale of Holland P. Beaumont et al
Marionmont College Institute et al

R. J. Vorflech

00-134
0120
VVO

1932-

August 17th-

Received of Lee Britt, Special Commissioner in the chancery cause of Holland & Beamon Co. et Als. vs Nansemond Collegiate Institute et Als. pending in the Circuit Court of Nansemond County, Virginia, check drawn on the fund deposited in the National Bank of Suffolk to the credit of said cause for the sum of Ten Dollars in payment of amount due me as appraiser and for my deposition in said cause being the amount allowed by said Court in a decree entered in said cause on the 14th day of July, 1932.

R. J. Worfleck

SUFFOLK, VA. Aug. 16. 1931 No. 10

NATIONAL BANK OF SUFFOLK 68-124

PAY TO THE
ORDER OF T. R. Pettit

Ten

\$ 10⁰⁰

DOLLARS

FOR Survey and Map of
Land

THE FALCONER COMPANY BALTIMORE

Lee Britt, Special Commissioner in
Chancery Cause of Holland & Beaman vs. etc
vs. Wakefield Collegiate Institute etc etc

J.B. Pettit.

00734

07023

6V10

Aug 18 1932

Received from Lee Pitt Special Commissioner
in charge of the Holland & Beamer Co
Henshaw College Institute etc
Ten Dollars

for service in making maps and survey
of land in the case
\$1000 J. R. Pitt

SUFFOLK, VA.

Aug 19

1932 No.

NATIONAL BANK OF SUFFOLK 68-124

PAY TO THE
ORDER OF

Lee Britt attorney

\$1000

Ten

DOLLARS

FOR

drawing check 4
purchase

Lee Britt Special Commissioner of
vs Henricmond Collegiate Institute et al

Lee Britt
Attorney

00-734

9-18-33

6410

1932

August 16th-

Received of Lee Britt, Special Commissioner in the
chancery cause of Holland & Beamon Co. et Als. vs
Nansemond Collegiate Institute et Als. the sum of ten dollars
in payment of fee for drawing deed from Lee Britt, Special
Commissioner in said cause to W.S. Beamon, G.A. Harris and
R.H. Brinkley, Trustees for Holland & Beamon Co., Estate of
B.D. Crocker, deceased, American Brick Corporation and
Holland & Beamon Co., assignee of Floyd B. Bradshaw, trading as
Bradshaw Hardware Co.

A handwritten signature in cursive script, reading "Lee Britt", written over a horizontal line.

Attorney.

SUFFOLK, VA.

August 11 1932 No. 1-

NATIONAL BANK OF SUFFOLK 68-124

PAY TO THE
ORDER OF

Woodward & Glavin, Agents

\$89⁰⁰

Eighty Nine

DOLLARS

FOR

Premiums on Special
Commissioner's Bond

Lee Britt Special Commissioner
in Charge of
Holland & Company
Holland & Company
Holland & Company

PAY NATIONAL BANK OF SUFFOLK,
Suffolk, V. on Order
WINDWARD & CLAM

2-134
1203
410

R. L. WOODWARD
W. G. ELAM

Suffolk, Va., August 12th, 1932.

Mr. Lee Britt, Special Commissioner,

Suffolk, Va.

To **WOODWARD & ELAM, Dr.**

Life, Fire, Accident,
Auto Liability, Steam Boiler,
Workman's Compensation
and Security Bonds.

Insurance

OFFICE---No. 113 NORTH MAIN STREET

1929

DATE	POLICY No.	COMPANY	PROPERTY INSURED	Term	AMOUNT	PREMIUM
Sep 27	Bond	U. S. F. & G.	Bond in Case of Holland & Beamon Co. et als vs Nansemond Collegiate Institute	1yr	\$10,000	\$50.00
<u>1930</u> Sep 27	48-16-1588-29	"	"	"	10,000	30.00
<u>1931</u> Sep 27	Premium on above numbered bond to May 27, 1932					20.00
						<u>80.00</u>
Interest on above amounts						9.00
Total due.....						<u>\$89.00</u>

8/16/32

Received of Lee Britt, special commissioner in chancery cause of Holland & Beamon Co. et als vs Nansemond Collegiate Institute et als, the sum of \$89.00 in settlement of above account.

WOODWARD & ELAM

By Lee Britt

SUFFOLK, VA. Aug 16 1922 No. 2

NATIONAL BANK OF SUFFOLK 68-124

PAY TO THE
ORDER OF

Woodward & Belmont, Agents \$ 237 ¹⁵/₁₀₀
Two Hundred, Thirty Seven & ¹⁵/₁₀₀ DOLLARS

FOR

Insurance Premiums
on Building

THE FALCONER COMPANY, BALTIMORE

Lee & Broth. Special Commissioner in
Chancery Cause No. 10,000 & Begun Dec. 12, 1921
Washington College Institute et al

Pay NATIONAL BANK OF SUFFOLK
SUTTON, Va. or Cash
WOODWARD & LOAN

0-134

1-12-23

410

R. L. WOODWARD
W. G. ELAM

Suffolk, Va., August 12th, 1932.

Mr. Lee Britt, Special Commissioner,

Suffolk, Va.

To **WOODWARD & ELAM, Dr.**

Life, Fire, Accident,

Auto Liability, Steam Boiler,

Workman's Compensation

and Security Bonds.

1928

OFFICE---No. 113 NORTH MAIN STREET

Insurance

DATE	POLICY No.	COMPANY	PROPERTY INSURED	Term	AMOUNT	PREMIUM
May 9			To premiums on insurance of \$6300 on Nansemond Collegiate Institute Brick School Bldg., Credit	lyr	\$69.30 21.15	\$ 48.15
1929						
May 9			To Premiums as above stated	lyr	\$6300	47.25
1930						
May 9	"	"	"	"	"	47.25
1931						
May 9	"	"	"	"	"	47.25
1932						
May 9	"	"	"	"	"	47.25
8/16/32			Total.....		\$237.15	

Received of Lee Britt, special commissioner in chancery cause of Holland & Beamon Co. et als vs Nansemond Collegiate Institute et als, the sum of \$237.15 in settlement of above account.

WOODWARD & ELAM

BY

James H. Hanks

SUFFOLK, VA.

Aug 16

1922

No.

7

NATIONAL BANK OF SUFFOLK 68-124

PAY TO THE
ORDER OF

John H. Parnell & Co.

\$ 30.00

Thirty

DOLLARS

FOR

Estimated cost in
Chancery case

Lee Britton, Special Commissioner in
Chancery case of Holland & Pearson Co et al
vs Wahsemond Collegiate Institute et al

PAY TO THE ORDER OF
FARMERS BANK OF NANSEMOND
SUFFOLK, VA.

67 JOHN HENRY POWELL
JOHN HENRY POWELL, Clerk



Lee Britt

p. q.

Copy of Costs
Taxed in the Suit of:

Holland & Beamon Company et als

vs.

Nansemond Collegiate Institute, et als

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA

Estimated Court costs from October 10, 1928 through Chancery cause

Writ Tax

Clerk - - - - - \$15.00

Sheriff

Attorney's Fee - - - - - 15.00

Commissioner

Printer, for Order of Publication, etc.

Total - - \$30.00

Deposit

Date of Judgment or Final Decree

193

Paid August 24th 1932

John H. Powell

Clerk

SUFFOLK, VA.

Aug 19 1932

No.

NATIONAL BANK OF SUFFOLK 68-124

PAY TO THE
ORDER OF

Lee Britt Special Commission \$303.¹⁰/₁₀₀

Three Hundred Three 10/100

DOLLARS

FOR

Commissions on sale
of land in chancery
cause

Lee Britt Special Commissioner in
Chancery Cause of Holland Beaman et al
vs. Warrenton College Institute et al

Lee Pratt
Special Commissioner

Lee Pratt Ast

WV 10

1932-

Aug. 19th-

Received of Lee Britt, Special Commissioner in chancery cause of Holland & Beamon Co. et Als. vs Nansmond Collegiate Institute et Als. the sum of three hundred, three and 10/100 dollars in settlement of commissions on sale of real estate under decree of the Court in said cause.



Special Commissioner.

SUFFOLK, VA.

Aug. 16

1931

No.

3

NATIONAL BANK OF SUFFOLK 68-124

PAY TO THE
ORDER OF

The Farmers Bank of Nansmond \$1800⁰⁰

Eighteen Hundred

DOLLARS

FOR

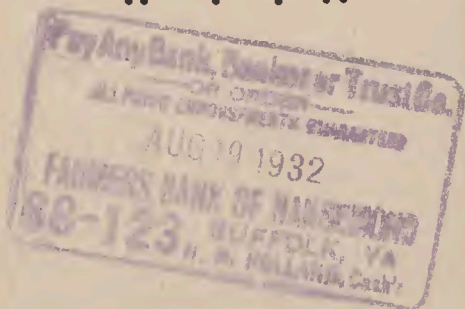
Approved value of land
allotted by the Court
in said cause

Lee Britt Special Commissioner in
chancery cause of Hollen & Beaman et al vs
Nansmond Olyptic Institute et al

00-134

0-18-05

WV 10



In the Circuit Court of Nansemond County, Virginia-

Holland & Beamon Co. et Als.

VS

Nansemond Collegiate Institute et Als.

Received of Lee Britt, Special Commissioner in the chancery cause of Holland & Beamon Co. et Als. vs Nansemond Collegiate Institute et Als. a check drawn on the fund deposited in the National Bank of Suffolk to the credit of said cause in the sum of Eighteen Hundred Dollars (\$1800) in full settlement of the appraised value of the land described in the decree entered in this cause on the 14th day of July, 1932, and sold under decrees of the Circuit Court of Nansemond County entered in this cause September 17, 1929 and July 14, 1932, upon which land The Farmers Bank of Nansemond held a prior lien as beneficiary under a certain deed of trust, dated September 1, 1927 and recorded September 20, 1927 in Deed Book No. III, Page 572, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia,, in which the Nansemond Collegiate Institute conveyed certain land, embracing the land set out in the said chancery cause to H.M. Holland, Trustee, which land sold in said cause was appraised at the value of said \$1800.00, as set out in the report of John K. Hutton, Commissioner in Chancery, which report was confirmed by the Court in said cause in a decree entered on the 17th day of September, 1929, which said sum the said The Farmers Bank of Nansemond now receives in full acquittance of all claim to and interest in the said land sold in the said cause, this 17th day of August, 1932.

The Farmers Bank of Nansemond
By Wm. H. H. H. H. Cashier

Holland & Beamon Co. et Als.

VS In Chancery

Hansemond Collegiate Institute
et Als.

Report of Special Commissioner.

Filed in Court this 1st day
of December, 1932.

J. L. M.
Judge.