1933-229

Nansemond County (Suffolk)

Chancery Causes: E. Whitfield & Co]
vs
W. B. & Annie Hudson & C

Butler, Lawrence, Norfleet

247

Folder 1 of 2

To E. Whitfield,trading as E. Whitfield and Company

and

W. B. Hudson,Annie Hudson,H. M. Butler,Julia B.Butler, F.E.Butler, Noelle B.Butler and Nora A.Butler.

You are hereby notified that on the 18th.day of May 1928,between the hours of 10 A.M. and 5 P.M.,at my office in the City of 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,settled and reported to Court in pursuance of the decree of the Circuit Court of Nansemond County,Virginia,rendered on the 4th. day of February 1928,in the suit in chancery pending in said court, to which you are parties complainant and defendant,to-wit:

(1) The annual and fee-simple value of the real estate in the Bill in this cause mentioned and described.

(2) What interest,if any,the said W.B.Hudson and Annie Hudson, have in the real estate described in the said bill.

(3) Whether there are any liens of judgments,deeds of trust,delinquent taxes,ot otherwise,binding the said property.

(4) Whether or not the rents and profits from the said land will pay the said judgment with interest and cost described in this said suit,within five (5) years; and whether or not the rents and profits from the said property will pay the amount due on the said judgment withing a period of five (5) years and pay the taxes,the assessments and the amount due the first lien holders,if any,with the payments on the principal amount due the first lien holders.

(5) Whether all parties in interest are properly before the Court.

(6) Any other matter deemed pertinent by the Commissioner or required to be stated by any party in interest.

Given under my hand as Commissioner in Chancery of said Court this 8th.day of May 1928.

Bradford Kilby

Commissioner in Chancery.

Sufficient and legal service of the above notice is hereby accepted.

Nora A Butler

H. M. Butler

Julia B. Butler

F.E.Butler

Noelle B. Butler

To E. Whitfield,trading as E. Whitfield and Company

and

W. B. Hudson,Annie Hudson,H. M. Butler,Julia B.Butler, F.E.Butler, Noelle B.Butler and Nora A.Butler.

You are hereby notified that on the 18th.day of May 1928,between the hours of 2 P.M. and 5 P.M.,at my office in the City of 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,settled and reported to Court in pursuance of the decree of the Circuit Court of Nansemond County,Virginia,rendered on the 4th. day of February 1928,in the suit in chancery pending in said court, to which you are parties complainant and defendant,to-wit:

(1) The annual and fee-simple value of the real estate in the Bill in this cause mentioned and described.

(2) What interest,if any,the said W.B.Hudson and Annie Hudson, have in the real estate described in the said bill.

(3) Whether there are any liens of judgments,deeds of trust,delinquent taxes,ot otherwise,binding the said property.

(4) Whether or not the rents and profits from the said land will pay the said judgment with interest and cost described in this said suit,within five (5) years; and whether or not the rents and profits from the said property will pay the amount due on the said judgment withing a period of five (5) years and pay the taxes,the assessments and the amount due the first lien holders,if any,with the payments on the principal amount due the first lien holders.

(5) Whether all parties in interest are properly before the Court.

(6) Any other matter deemed pertinent by the Commissioner or required to be stated by any party in interest.

Given under my hand as Commissioner in Chancery of said Court this 8th.day of May 1928.

Bradford Kilby

Commissioner in Chancery.

Executed May 11, 1926
by delivering a copy
to Mrs Annie Hudson
in person for herself
and W B Hudson
her Husband.
E B Rawls Sheriff

Mrs Hudson
5/11/26

Original

Virginia,

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

E. Whitfield,trading as E. Whitfield and Company)
)
v.) In Chancery.
)
W. B. Hudson,Annie Hudson,H.M.Butler,Julia B.Butler)
F.E.Butler,Noelle B.Butler and Nora A.Butler.)

Commissioner's Office,

Suffolk,Va. May 18,1928.

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

In pursuance of the decree of the Circuit Court for the County of Nansemond pronounced on the 4th. day of February 1928,in the suit in chancery pending in said court between E. Whitfield,trading as E. Whitfield and Company,Complainant,and W. B. Hudson and others, Defendants,the undersigned,Bradford Kilby,one of the Commissioners in Chancery of said court,respectfully reports as follows:

That on the 8th. day of May 1928,your commissioner gave notice to the parties to said suit that he would proceed on the 18th.day of May 1928,at his office in the City of Suffolk,Virginia,to make the several inquiries required by said decree to be made by one of the commissioners in chancery of said court.

That service of said notice was made by the Sheriff of Nansemond County on W. B. Hudson and Annie Hudson,as will will appear by his return duly executed and was accepted by theother parties as will appear by their endorsations on the notice herewith returned.

That on said 18th. day of May 1928,your commissioner took the depositions of W. B. Hudson,Annie Hudson, S. M. Lawrence,R. J. Norfleet and James M. Butler touching said inquiries which depositions are herewith returned as a part of this report.

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

(1)

The annual value of the real estate mentioned in the Bill in this cause is about $300. and the fee-simple value about $6.000.

(2)

The said W. B. Hudson and Annie Hudson,his wife,have no interest whatever in the real estate described in said bill in this cause.

(3)

There are no liens of judgments,deeds of trust,delinquent taxes, or otherwise binding on the said real property.

(4)

The rents and profits from said land would pay the judgment of said E.Whitfield,trading as E. Whitfield and Co. with interest and cost described in the bill in this cause within five years,and also pay the taxes,but this is immaterial because the said judgment is not a lien on said land.

(5)

All parties in interest are properly before the court in this cause.

(6)

There is no other matter deemed pertinent by your commissioner or required by any party in interest to be so stated.

Respectfully submitted this 18th.day of May 1928.

Bradford Kilby,

Commissioner in Chancery.

Commissioner's fee: $15.00
Stenigrapher's fee
due to Sue W.Riddick: 5.00
$20.00

E. Whitfield, trading as E. Whitfield & Company...Complainant

vs. DEPOSITIONS

W. B. Hudson, Annie Hudson et als.....Defendants

W. B. Hudson, being duly sworn, deposes as follows:

Questions by Mr. Gillette, Attorney for Complainants.

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

A. W. B. Hudson, 58, Nansemond County, near Suffolk, farmer.

Q. Are you the W. B. Hudson, defendant in this suit?

A. Yes, sir.

Q. Is Annie Hudson your wife?

A. Yes, sir.

Q. Do you know anything about the judgment of E. Whitfield & Company vs. W. B. Hudson and Annie Hudson, for $162.80, with interest and costs, recorded in the Clerk's Office of Nansemond County?

A. Yes, sir.

Q. Mr. Hudson, have you bought a tract of land in Nansemond County, near Suffolk, under a contract of sale?

A. I did, Mr. Gillette, when I came down here, but I had to give it up. There was never a penny paid on it.

Q. Have you that contract?

A. No, sir, I haven't.

Q. Have you that contract in your possession at any place?

A. No, sir, after I could not comply with the contract, why, Mr. Butler done away with his and I did with mine. It want no good to me.

Q. Do you live on this place as owner or renter?

A. As renter,after I could not comply with the contract. Mr. Butler told me just so I stayed there and cleared up a little land every year and paid him the amount of interest he put in this property it would be all right with him.

Q. Have you been keeping up payment of the interest?

A. No, sir, it has run over right much.

Q. Do you expect, at any time, to insist on the deed to this property?

A. There is no way I could, Mr. Gillette.

Q. Do you and your wife claim any interest whatsoever in this property you bought from the Butler estate?

A. No, sir, no more than if Mr. Butler chose to give me something for what I have done there.

Q. What did you pay for this property?

A. $5,250.00 is what the contract called for.

Q. What amount of ~~interest~~ cash?

A. Not any. I was to pay some, was working with Gray Lumber Company at the time and thought I could pay some but could not.

Q. What other property have you at any place?

A. I have none nowhere. I have no place to be buried at if I was to die today.

Q. Your wife was the daughter of J. T. Saunders at Courtland?

A. Yes, sir.

Q. She has an interest in all of the real property that belonged to him at his death?

A. No, sir. What little she got she got in money when he died.

Q. You knew he left no will?

A. He left a will.

Q. You knew he left a will that was never signed.

A. Never signed but it was carried before Judge McLemore and he agreed for the children to draw the money.

Q. What is this property you bought from the Butler estate worth at the present time?

A. I have no idea, might not sell for as much.

Q. Of what does it consist, house and lot, or farm, or what?

A. The place I had a contract for was house and 20 acres of land.

Q. How far is it from Suffolk?

A. Lacks a little of being a mile.

Q. What size house is it?

A. Six rooms.

Q. Have you been paying taxes on this farm?

A. Never paid a penny in my life.

Bradford Kilby, Commissioner: What became of this original contract? You had a copy, didn't you?

A. It has been about twelve years ago. After I sees I could not pay the contract Mr. James Butler's father there always tended to the business and he told me if I could make it to pay the interest on the property it would be all right.

Q. On this purchase price of $5,250.00?

A. Yes, sir.

Q. What became of the copy of the contract you had?

A. I don't know. I might could find it somewhere but I don't know.

Q. Have you looked for it, before you came up here today?

A. No, sir, nobody did not tell me to bring it.

Q. Will you look for it and bring it here to me?

A. Yes, sir.

Questions by Mr. Gillette:

Q. You are sure you can find it, aren't you?

A. No, sir.

Bradford Kilby, Commissioner: Do you claim you have any rights under the contract?

A. No, sir, if Mr. Butler tells me to move Christmas I will have to move.

Q. What do you consider yourself, tenant from year to year?

A. Yes, sir.

Q. How do you pay your rent, in cash?

A. Yes, sir.

Q. $300.00 and some each year?

A. It depends on what I can pay each year. Some years it runs over. I pay 6% on $5,250.00 and Mr. Butler has been good enough to let me stay there even if I could not pay it all.

And further this deponent saith not.

Signature waived by consent
Bradford Kilby Comm. in Chancery

James M. Butler, being duly sworn, deposes as follows:

Questions by Mr. Gillette, Attorney for complainant.

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

A. James M. Butler, 26, Suffolk.

Q. Mr. Butler, was Mr. J. M. Butler your father?

A. Yes, sir.

Q. Is he now dead?

A. Yes.

Q. Are you familiar with the transaction whereby W. B. Hudson and Annie Hudson bought a tract of land from Mr. J. M. Butler and others?

A. Yes.

Q. Will you tell the Court all you know about this transaction?

A. Well, it seems that in 1917, about eleven years ago, Mr. Hudson contracted to buy this piece of property you designate, at $5,250.00 and he has paid on it at different times but never did comply with the terms of the contract and consequently we have never considered that he had any interest in the property except being there as a tenant. His rent has been figured,as he mentioned just now, as six per cent of the price named in the contract.

Q. Did you give him the original contract for the purchase of this tract of land at that price?

A. I suppose so, he is the only authority I have for that.

Q. Do you know anything of any copy of that contract with you or any of the Butler family?

A. No, I have listed the memoranda about this account but the contract was not there and from the memoranda I brought up the account and put it on the book.

Q. What amount does he owe you now, considering him as a purchaser?

A. He would owe the same amount as a purchaser as a renter in this case because the account has been figured on a six per cent basis. As a purchaser he would owe us that $5,250.00 plus the interest that has accumulated, unpaid. But that is an inaccurate statement as we would not sell it to him at $5,250.00. We are not under obligations to.

Q. If the Court should consider him the purchaser, what amount would he owe you at the present time?

A. $6,279.90.

Q. Has Mr. Hudson been living there continually from the date he bought the property to the present time?

A. As far as I know.

Q. Have you said anything to him at any time about declaring the contract void?

A. I have never said anything about declaring it void but I have mentioned that it was void. That was done before.

Q. How did you arrive at the amount you stated was due you by Mr. Hudson?

A. I figured six per cent on $5,250.00 net to us.

Q. Would you be willing at the present time to have Mr. Hudson comply with his contract and pay you $5,250.00 net?

A. No.

Q. Has Mr. Hudson made any improvements on the property since he has been in possession of it.

A. He has kept it in very good repair and has cleared up considerable land for us.

Q. Have you given him any credit for keeping the property in good repair and clearing land?

A. We have given him credit on one or two occasions for different days' work.

Q. As a general proposition have you given him any credit for keeping the property in good repair and clearing up the land for you?

A. Yes, we have. We have given him the leniency of not pushing him to pay the rent every year. Have not given him any monetary consideration.

Q. If you had paid Mr. Hudson the full amount that was due him for these repairs and for keeping the property in good shape and for clearing up all of this land, what would it be worth in dollars and cents, stretching over the entire period?

A. It would not be worth anything to us. If he had not done this we would have gotten someone else.

Q. Do you know the conditions of the contract that you had with Mr. Hudson?

A. No, sir.

Q. Do you know of your own knowledge whether or not Mr. Hudson and his wife have complied with that contract?

A. No.

Q. What, in your opinion, is the fee simple value of this entire tract of land?

A. I don't know. If you have followed real estate dealing you could not tell to save your life. It would be worth $5,000.00 or more but I could not tell you.

Q. What is the annual rental value of this property?

A. It has varied between $300. and $380.

Q. About how much of this 20 acres is cleared for cultivation?

A. All of it except about one acre.

Q. Have you any member of the Butler family that could tell anything about the contents of this contract you had with Mr. Hudson and his wife?

A. No, sir, no more than I know, just the price.

Q. Then, should any other member of the Butler family testify, they would not know any more about it than you have stated?

A. No, sir.

Questions by Bradford Kilby, Commissioner:

Q. How long after your father's death did you arrive in Suffolk?

A. The second day.

Q. Did you immediately take charge of your father's office and all the papers therein pertaining to his business and that of J. M. Butler & Son?

A. Yes.

Q. Have you had charge of these papers continually since that time?

A. Yes.

Q. Have you made a diligent search among all those papers for the contract made between J. M. Butler & Sons and Wm. B. Hudson and Annie M. Hudson since the notice of this hearing was served?

A. Yes, I have.

Q. Did you find it?

A. I did not. When I first went into the office I went over all the papers and thinned them out. My father had a system of keeping everything on little slips of paper. I did away with those slips of paper and put everything down in a book.

Q. During this process of thinning out, did you at that time, or at any other times ever come across this contract?

A. I don't remember having done so.

Q. You do not, now, then, remember whether you ever discovered it or threw it aside as a worthless paper, or not?

A. I do not.

Q. Prior to the death of your father, did you ever hear him, or any of his brothers, mention this contract or the terms of it?

A. I did not. I have heard my father mention the property but nothing about the contract. His attitude always seemed to be that he could develope it along with other property we have out there. He has a map drawn of it fixed out in lots.

Q. Did your father keep any account with Mr. Hudson as to their financial transactions?

A. Yes.

Q. I suppose you have continued to keep it since his death?

A. I posted the book on it and have continued to keep it.

Q. Will you furnish the Court a copy of these transactions?

A. Yes.

Q. Under your arrangements with Mr. Hudson, do I understand that you have allowed him to continue to live on this place with the understanding that he was to clear up land but that lland was other land of the Butler family adjoining this tract and the idea was that the work he did on the adjoinging land was to pay for the interest, or rent, as you term it, due you by him yearly?

A. No, sir, we have had no agreement about that. The other land has been used for the rent or clearing.

And further this deponent saith not.

Signature waived by Consent
Bradford Kelley Comm'r in Chancery.

R. J. Norfleet, being duly sworn, deposes as follows:

Questions by Mr. Gillette:

Q. What, in your opinion, is the fee simple value of this particular twenty acres of land?

A. I would say $6,000.00.

Q. What do you think is the rental value per year of this property?

A. $300.00 or probably $350.00.

And further this deponent saith not.

Signature waived by consent by Bradford Kelly Comm. in Chancery.

* * *

Mrs. Annie Hudson, being duly sworn, deposes as follows:

Questions by Mr. Gillette:

Q. You are the wife of W. B. Hudson and party to this suit?

A. Yes.

Q. How long have you been living here on this farm?

A. About eleven years.

Q. Have you the contract that you had with Mr. Butler when you first bought this place?

A. No, sir, I haven't.

Q. Where is that contract?

A. I don't know where it is.

Q. It may be you can find it.

A. Maybe I can.

Q. You feel sure it is here with your papers, don't you?

A. It may be. I ain't really sure.

Q. Did you or your husband contract to buy this tract of land?

A. He is the one.

Q. Were you made a party to the contract?

A. I don't think I did.

Q. Have you been paid some money by the J. T. Saunders estate within the last year?

A. Yes, sir.

Q. What amount of money was paid to you from that estate?

A. $694.72.

Q. What did you do with that money?

A. I spent it.

Q. Haven't you still got some of that money?

A. No, sir, I haven't got any.

Q. Will you present to the Court an itemized statement, showing where and how you spent this money?

A. Yes, sir.

Q. When did you get this money?

A. It was in February, 1928.

Q. Then you have no part of that money at this time?

A. No, sir.

Q. For what did you spend this money?

A. I hardly know what I did spend it for, for little things.

Q. Haven't you most of that money in cash now?

A. No, sir, I have not.

Q. Do you mean to say you have spent $690.00 since February?

A. Yes, sir.

Bradford Kilby, Commissioner:

Q. You will get up that statement and hand it to me?

A. Yes, sir.

Q. What bank did you put it in?

A. Didn't keep it long enough to put it in a bank.

Q. You didn't pay for what you bought with checks?

A. No, paid it in cash.

And further this deponent saith not.

Signature waived by consent
Bradford Kilby Comm in Chancery

* * *

S. M. Lawrence, being duly sworn, deposes as follows:

Q. What, in your opinion, is the fee simple value of the twenty acres of land on which Mr. Hudson now lives?

A. $7,500.00 or $8,000.00.

Q. What do you think is the rental value per year of this property?

A. $350.00.

And further this deponent saith not.

Signature waived by consent
Bradford Kelley, Comm. in Chancery

* * *

COMMISSIONER'S REPORT.

E. Whitfield, trading as E. Whitfield and Company,
)
v.) In Chancery.
)
W. B. Hudson, Annie Hudson et als.

Report of Bradford Kilby, Commissioner in Chancery.

Filed: March 24, 1931.

John A. Powell

Clerk.

BRADFORD KILBY
ATTORNEY AT LAW
SUFFOLK, VA.

E. Whitfield, Trading as
E. Whitfield & Co.

vs.

W. B. Hudson, Annie Hudson
and J. M. Butler.

Sub poena in chancery to Second September Rules, 1927.

Jas. T. Gillette, p.q.

Rule Notes.

Sept.13,1927,process issued,returnable to Sept.Rules,3rd Monday, 1927

Sept. Rules, 3rd Monday, 1927. Bill filed. Process returned executed as to W. B. Hudson & Annie Hudson. - and decree nisi as to them. (J. M. Butler, dead)

Oct. Rules, 1st Monday, 1927 - decree nisi confirmed as to W B & Annie Hudson,

W. O. Bradley - Clerk

James J. Gillette

c/o Bradford Kilby ..... p.q.

Copy of Costs Taxed in the Suit of:

E. W. Litchfield, etc. .....

vs.

.....

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA

Writ Tax	[redacted]
Clerk	6 05
Sheriff	
Attorney	15 00
Depositions (Miss Sue Riddick)	
Commissioner	$ 5 00
	$ 26. 05
Printer, for Order of Publication, etc.	
Deposit	10 00
	$ 16.05

Date of Judgment or Final Decree 192

Paid 192

Clerk

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 300. Code 1919, Sec. 6061

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, *Greeting:*

WE COMMAND YOU, That you summon W.B.Hudson,Annie Hudson and J.M.Butler

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 Third Monday in September, 1927, to answer a bill in chancery, exhibited against them in our said Court by E.Whitfield,trading as E.Whitfield & Co.

And have then there this writ. Witness G.E.Bunting, Clerk of our said Court, at the court-house, the 13th day of September, 1927, and in the 152nd year of the Commonwealth.

G.E.Bunting, Clerk

A true copy; Test: G.E.Bunting Clerk

No. 300

A Copy Test

J. M. Butler

vs. } SUBPOENA IN CHANCERY

p. q.

To ..... *Rules,*

Circuit Court.

E. Whitfield, Trading as
E. Whitfield & Company

vs.

W. B. Hudson and Annie
Hudson, et als.

This cause came on this day to be heard on the papers formerly read and on the Petition of E. Whitfield, Tradigg as E. Whitfield & Company, vs. W. B. Hudson, et als., this day filed in open Court, to which there are no exceptions, and was argued by counsel:

On consideration of which it is ordered that the said cause abate as to J. M. Butler, he having been dead when the said suit was instituted, and it is further adjudged, ordered and decreed, that H. M. Butler and Julia B. Butler, his wife, F. E. Butler and Noelle B. Butler, his wife, and Nora A. Butler, the widow of J. M. Butler, be made parties defendant to this suit, and that proper process issue against them to answer the said bill.

DECREE

E. WHITFIELD, TRADING AS
E. WHITFIELD & CO.

VS.

W. B. HUDSON, ET ALS.

ENTER APRIL 21, 1928.

COPY

JAMES T. GILLETTE
ATTORNEY AT LAW
COURTLAND, VIRGINIA

Sept. 20th, 1927.

Clerk of Nansemond County,
Suffolk, Va.
Dear Sir:-

I am enclosing a Bill, which I wish filed, not later than tomorrow. I want an abstract of a judgment of E. Whitfield & Company vs. W. B. Hudson and Annie Hudson, recorded in Book 4, at page 13, made and filed with this Bill. Please do that and file the Bill for me.

Yours very truly,

Jas. T. Gillette

Sheet No. 1 Account No. 3

Annie S. Hudson

			Debits	Credits
1917				
Jan.	1	Contract price of farm	5250	
Nov.	1	Taxes 1917	21	
1918				
Jan.	1	Int. 1/1/17 to 1/1/18	30030	
Nov.	1	Taxes 1918	2220	
1919				
Jan.	1	Int. 1/1/18 to 1/1/19	30758	
April	17	Storage on peanuts, Holland + Lee	850	
"	17	Brokerage to Williams	5	
Oct.	28	Fees + tax paid County Clerk	1250	
Nov.	1	Taxes 1919	2325	
1920				
Jan.	1	Int. 1/1/19 to 1/1/20	32016	
Nov.	1	Taxes 1920	2325	
1921				
Jan.	1	Int. 1/1/20 to 1/1/21	32844	
Nov.	1	Taxes 1921	4625	
1922				
Jan.	1	Int. 1/1/21 to 1/1/22	34955	
Oct.	27	Paid to Duvall for peanut storage	2352	
Nov.	1	Taxes 1922	45	
1923				
Jan.	1	Int. 1/1/22 to 1/1/23	37330	
Nov.	1	Taxes 1923	4625	
1924				
Jan.	1	Int. 1/1/23 to 1/1/24	37826	
Nov.	1	Taxes 1924	50	
1925				
Jan.	1	Int. 1/1/24 to 1/1/25.	40209	
Nov.	1	Taxes 1925	5334	
1926				
Jan.	1	Int. 1/1/25 to 1/1/26	38062	
Jan.	21	To insurance premium (Suf. I. Co.)	3135	
Nov.	1	Taxes 1926	5940	
1927				
Jan	1	Int. 1/1/26 to 1/1/27	36030	
Jan.	1	Forward from sheet 1	92241	
Jan	1	To bal. forwarded.	6100	
Dec	10	To part of ct. paid J.P. Dalton, Treas. for 1927 taxes	5130	
1928				
Jan.	1	Int. 1/1/27 to 1/1/28	366	
1927 Jan.	21	Insurance Jan. 20, 27 - 1/20/28	3135	
1928 Oct.	1	To rent 12 a. new land	50	
1928 Jan.	21	Insurance Jan. 20/28 - 1/20/29	3135	

Sheet No. 1 — Account No. 3

Annie S. Hudson

				Credits.
1917				
March	2	By cash first payment on contract		245
Oct.	26	By 3 cks. from R. L. Holland for cotton		200
1918				
Feb.	5	Ck. Gray Lumber Co.		120
1919				
Apr.	23	By ck. Jno. King Pea. Co. for 50 bags peanuts 4406 @ 5 1/4¢		23131
1922				
Sept.	30	By ck from peanuts sold Jno. King		35915
1923				
Mch.	17	Credit peanuts sold Jno. Eason		2728
1924				
Jan.	28	By credit.		800
"	28	Credit for 2 days work		10
1925				
Sept.	30	Va. R. R. + Power Co. ck. from damage suit.		77250
1927				
Jan.	25	By cash		31017
"	25	By R. Lee Holland's Ck.		46
1927				
Jan.	1	By bal. frd. (In red ink)	6100	
			922141	
1928				
Feb.	9	By cash on acct.		300

Commissioner's Figures

1928				
Feb.	9	Total debits	663000	
"	9	Total credits		300
"	9	Balance due (red ink)		6330
			$663000	$663000

E. Whitfield, Trading
as E. Whitfield & Co.

v. D E C R E E

W. B. Hudson, Annie Hudson,
et Als.

This cause came on this day to be heard on the Bill of Complaint, to which no answer has been filed, the Bill taken for confessed, as to W.B. Hudson and Annie M. Hudson and as to them is set for hearing and was argued by counsel:

On the consideration whereof, the Court doth adjudge, order and decree that this cause be referred to one of the Commissinners of this Court to ascertain and report:

1- The annual and fee simple value of the real estate in the Bill in this cause mentioned and described.

2- What interest, if any, the said W. B. Hudson and Annie Hudson have in the real estate described in the said Bill.

3- Whether there are any liens of judgments, deeds of trust, delinquent taxes, or otherwise, binding the said property.

4- Whether, or not, the rents and profits from the said land will pay the said judgment with interest and cost, described in this said suit, within five (5) years; And whether or not, the rents and profits from the said property will pay the amount due on the said judgment within a period of five (5) years and pay the taxes, the assessments and the amount due the first lien holders, if any, with the payments on the principal amount due the first lien holders,

5- Whether all parties in interest are properly before the Court.

6- Any other matter deemed pertinent by the Commissioner, or required to be stated by any party in interest.

E. Whitfield, Trading as
E. Whitfield & Co.

v.

W. B. Hudson, Annie Hudson,
et als.

Enter Feb. 4. 1928
J. L. McLemore

Chancery Order Book
No. 6 Page 134

April 7,1931.

Mr. James T. Gillette,

Attorney-at-Law,

Courtland, Va.

Dear Mr. Gillette:-

In the statement of costs in my letter of yesterday in the chancery suit of E. Whitfield v. W. B. Hudson et als.,I omitted the following:

S.M.Lawrence,for appraisal of real estate	$2.50
R.J.Norfleet,for appraisal of real estate	$2.50
E.B.Rawles,Sheriff,for service of commissioner's notice on W.B.Hudson and Annie Hudson.	$1.00
Total	$6.00

Mr. Lawrence and Mr. Norfleet are real estate menoof Suffolk and were witnesses as to the fee-simple and annual value of the farm in which Whitfield claimed Hudson had an interest. These two men made a trip of inspection to the farm and afterwards came to my office and gave their testimony,based on this inspection,as to the fee-simple and annual value of the farm. Their testimony is a part of my report as Commissioner in Chancery,and they have frequently inquired of me when they will get their usual fee for this service rendered. Please add the above $6.00 to the $16.05 balance due,as stated in my letter of yesterday,and send me your check for $22.05 instead of $16.05.

Thanking you for a prompt remittance,I am

Very truly yours,

Bradford Tilby

April 6,1931.

Mr. James T. Gillette,

Attorney-at-law,

Courtland, Va.

Dear Mr. Gillette:-

In accordance with our conversation, recently held in Suffolk, I filed my report as Commissioner in Chancery, in the suit of E.Whitfield v. W. B. Hudson etals., and after waiting ten days, drew the enclosed final decree which I am submitting for your approval before handing it to Judge McLemore for his signature.

The costs in this case amount to $26.05 which includes my fee of $15. and that of Miss Sue W. Riddick, stenographer, for $5. You paid $10. deposit which leaves balance due of $16.05 for which amount please send me your check.

The statement is as follows:

Clerk's fees and other court costs:	$6.05
Sue W.Riddick, stenographer.	$5.00
Bradford Kilby, Comr.in Chancery.	$15.00
Total	$26.05
Credit by deposit	$10.00
Balance due	$16.05

I would appreciate a prompt reply and a prompt remittance, as this matter has been standing open for several years.

Yours very truly,

Bradford Kilby

State of Virginia,

In the Circuit Court for the County of Nansemond:

E. Whitfield,trading as E. Whitfield and Company,
v. In Chancery. FINAL DECREE
W. B. Hudson,Annie Hudson,H.M.Butler,Julia B. Butler,F.E.Butler,Noelle B.Butler and Nora A.Butler.

This cause came on this day to be heard again on the papers formerly read; the report of Bradford Kilby,Commissioner in Chancery,filed on March 24th.1931,which has been returned more than ten days and to which no exceptions have been taken,and was argued by counsel.

On consideration whereof,and it appearing to the Court that neither the said W.B.Hudson nor Annie Hudson,his wife,has any interest whatever in the real estate mentioned or described in the bill filed in this cause by the said E. Whitfield and that the said E. Whitfield is therefore not entitled to the equitable relief prayed for in his said bill,it is adjudged,ordered and decreed that his prayer for relief be denied and that the said E. Whitfield do pay the costs of this suit and that it be stricken from the docket of this court.

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 300. Code 1919, Sec. 6061

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, *Greeting:*

WE COMMAND YOU, That you summon W.B.Hudson,Annie Hudson and J.M.Butler

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 Third Monday in September, 19 27, to answer a bill in chancery, exhibited against them in our said Court by E.Whitfield,trading as E.Whitfield & Co.

And have then there this writ. Witness G.E.Bunting, Clerk of our said Court, at the court-house, the 13th day of September, 19 27, and in the 152nd year of the Commonwealth.

G.E.Bunting, Clerk

No. 300

E. Whitfield, Trading as E. Whitfield & Co.

vs. } SUBPOENA IN CHANCERY

W. B. Hudson et als

Jas. T. Gillett *p. q.*

To. Nansemond *Rules,*

Nansemond Co. *Circuit Court.*

Executed on the 15 day of Sept. 1921, within the County of Nansemond, State of Virginia, by delivering a true copy of the within summons ~~notice~~, in writing, to W B Hudson in person.

E B Rawls
Sheriff of Nansemond County

By _____
Deputy Sheriff of Nansemond County

Executed on the 15 day of Sept. 1921, within the County of Nansemond, State of Virginia, by delivering a true copy of the within summons ~~notice~~, in writing, to Annie Hudson in person.

E B Rawls
Sheriff of Nansemond County

By _____
Deputy Sheriff of Nansemond County

Jno Butler not found.

E B Rawls
Sheriff

JAMES T. GILLETTE
ATTORNEY AT LAW
COURTLAND, VIRGINIA

April 4, 1928.

Mr. G. A. Harris,

Suffolk, Va.

Dear Mr. Harris:-

In giving notice about the taking of the depositions, in the case of Whitfield vs. Hudson, please don't name Wednesday, April 11th, as I will have to be away on that day. Please proceed with the taking of the depositions as soon as you can.

Yours very truly,

Jas. T. Gillette

1273

RETURN IN FIVE DAYS TO

THE CHESAPEAKE & POTOMAC
TELEPHONE COMPANY
OF VIRGINIA
2617 STUART AVENUE
RICHMOND, - VA.

RICHMOND
MAR 25
7 30PM
1931
VA.

U.S.POSTAGE
PERMIT
No.1
METER
No.1178
2 2
TWOCENTS PAID

2

1.15

1.80

20

1.00

35

25

10

1.00

25

50

25

6.05

15.00

5.00

26.05

3.95

3.95

JAMES T. GILLETTE
ATTORNEY AT LAW
COURTLAND, VIRGINIA

Sept. 12th, 1927.

Clerk of Nansemond County,
Suffolk, Va.

Dear Sir:-

I am enclosing memorandum, which I wish filed, and papers served. Please send me a statement of the court cost and I will send you check for same, at once.

Yours very truly,

James T. Gillette

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 300. Code 1919, Sec. 6061

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, *Greeting:*

WE COMMAND YOU, That you summon H.M.Butler and Julia B.Butler,his wife, F,E.Butler and Noelle B.Butler,his wife,and Nora A.Butler,widow of J.M. Butler,deceased

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 May, 1928, to answer a bill in chancery, exhibited against them in our said Court by E.Whitfield,Trading as E.Whitfield & Company

And have then there this writ. Witness G.E.Bunting, Clerk of our said Court, at the court-house, the 24th day of April, 1928, and in the 152nd year of the Commonwealth.

G.E.Bunting, Clerk

No. 300

Original

E. Whitfield, Trading as
E. Whitfield & Company

vs.

SUBPOENA IN CHANCERY

H. Wm. Bullock et al

Jas. T. Gillette p. q.

To the Rules,

1st May 1928

Circuit Court.

Executed 4-30-28 1928

By serving a true copy hereof on the

defendant in person

In the City of Suffolk, Va.

By

City Sergeant

Executed 4-30-28 1928

By serving a true copy hereof on the

defendant in person

In the City of Suffolk, Va.

By

Deputy Sergeant

Executed 4-30-28 1928

By serving a true copy hereof on the

defendant in person

In the City of Suffolk, Va.

By

City Sergeant

Executed 4-30-28 1928

By serving a true copy hereof on the

defendant in person

In the City of Suffolk, Va.

By

Deputy Sergeant

Executed 4-30-28 1928

By serving a true copy hereof on the

defendant in person

In the City of Suffolk, Va.

By

City Sergeant

E. Whitfield, Trading as
E. Whitfield & Company

vs,

W. B. Hudson and Annie
Hudson, et als.

This cause came on this day to be heard on the papers formerly read and on the Petition of E. Whitfield, Trading as E. Whitfield & Company, vs. W. B. Hudson, et als., this day filed in open Court, to which there are no exceptions, and was argued by counsel:

On ~~the~~ consideration of which, it is ordered that the said cause abate as to J. M. Butler when the said suit was instituted ~~the Court doth dismiss the suit as to J. M. Butler~~, he having been dead, and it is further adjudged, ordered and decreed, that H. M. Butler and Julia B. Butler, his wife, F. E. Butler and Noelle B. Butler, his wife, and Nora A. Butler, the widow of J. M. Butler, be made parties defendant to this suit, and that proper process issue against them to answer the said bill. ~~That a copy of this decree be served on each one of the said parties and returned by the Sheriff of Nansemond County, Virginia.~~

Decree.

E. Whitfield,
trading as E.
Whitfield & Co
V.
W B. Hudson & Ors

Entered April 21. 1928
J. L. McLemore.

Chancery Order Book.
No. 6 Page 157

JAMES T. GILLETTE
ATTORNEY AT LAW
COURTLAND, VIRGINIA

April 23, 1928.

Clerk of Nansemond County,

Suffolk, Va.

Dear Sir:-

I am enclosing a petition and a decree, which I wish filed. Mr. G. A. Harris may have the other papers in this suit. You will notice from the decree that process is to be issued against H. M. Butler, Julia B. Butler, his wife, F. E. Butler and Noelle B. Butler, his wife, and Nora A. Butler, the widow of J. M. Butler. Please have these processes issued and delivered to the Sheriff, with instructions to serve them at once.

Yours very truly,

Jas. T. Gillette

encl.

JOHN H. POWELL
CLERK OF CIRCUIT COURT OF
NANSEMOND COUNTY
SUFFOLK, VA.

Wm. Bradford Kelley
City

E. Whitfield, trading as E. Whitfield & Company...Complainant

vs. DEPOSITIONS

W. B. Hudson, Annie Hudson et als.....Defendants

W. B. Hudson, being duly sworn, deposes as follows:

Questions by Mr. Gillette, Attorney for Complainants.

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

A. W. B. Hudson, 58, Nansemond County, near Suffolk, farmer.

Q. Are you the W. B. Hudson, defendant in this suit?

A. Yes, sir.

Q. Is Annie Hudson your wife?

A. Yes, sir.

Q. Do you know anything about the judgment of E. Whitfield & Company vs. W. B. Hudson and Annie Hudson, for $162.80, with interest and costs, recorded in the Clerk's Office of Nansemond County?

A. Yes, sir.

Q. Mr. Hudson, have you bought a tract of land in Nansemond County, near Suffolk, under a contract of sale?

A. I did, Mr. Gillette, when I came down here, but I had to give it up. There was never a penny paid on it.

Q. Have you that contract?

A. No, sir, I haven't.

Q. Have you that contract in your possession at any place?

A. No, sir, after I could not comply with the contract, why, Mr. Butler done away with his and I did with mine. It want no good to me.

Q. Do you live on this place as owner or renter?

A. As renter,after I could not comply with the contract. Mr. Butler told me just so I stayed there and cleared up a little land every year and paid him the amount of interest he put in this property it would be all right with him.

Q. Have you been keeping up payment of the interest?

A. No, sir, it has run over right much.

Q. Do you expect, at any time, to insist on the deed to this property?

A. There is no way I could, Mr. Gillette.

Q. Do you and your wife claim any interest whatsoever in this property you bought from the Butler estate?

A. No, sir, no more than if Mr. Butler chose to give me something for what I have done there.

Q. What did you pay for this property?

A. $5,250.00 is what the contract called for.

Q. What amount of ~~xxxxxxx~~ cash?

A. Not any. I was to pay some, was working with Gray Lumber Company at the time and thought I could pay some but could not.

Q. What other property have you at any place?

A. I have none nowhere. I have no place to be buried at if I was to die today.

Q. Your wife was the daughter of J. T. Saunders at Courtland?

A. Yes, sir.

Q. She has an interest in all of the real property that belonged to him at his death?

A. No, sir. What little she got she got in money when he died.

Q. You knew he left no will?

A. He left a will.

Q. You knew he left a will that was never signed.

A. Never signed but it was carried before Judge McLemore and he agreed for the children to draw the money.

Q. What is this property you bought from the Butler estate worth at the present time?

A. I have no idea, might not sell for as much.

Q. Of what does it consist, house and lot, or farm, or what?

A. The place I had a contract for was house and 20 acres of land.

Q. How far is it from Suffolk?

A. Lacks a little of being a mile.

Q. What size house is it?

A. Six rooms.

Q. Have you been paying taxes on this farm?

A. Never paid a penny in my life.

Bradford Kilby, Commissioner: What became of this original contract? You had a copy, didn't you?

A. It has been about twelve years ago. After I sees I could not pay the contract Mr. James Butler's father there always tended to the business and he told me if I could make it to pay the interest on the property it would be all right.

Q. On this purchase price of $5,250.00?

A. Yes, sir.

Q. What became of the copy of the contract you had?

A. I don't know. I might could find it somewhere but I don't know.

Q. Have you looked for it, before you came up here today?

A. No, sir, nobody did not tell me to bring it.

Q. Will you look for it and bring it here to me?

A. Yes, sir.

Questions by Mr. Gillette:

Q. You are sure you can find it, aren't you?

A. No, sir.

Bradford Kilby, Commissioner: Do you claim you have any rights under the contract?

A. No, sir, if Mr. Butler tells me to move Christmas I will have to move.

Q. What do you consider yourself, tenant from year to year?

A. Yes, sir.

Q. How do you pay your rent, in cash?

A. Yes, sir.

Q. $300.00 and some each year?

A. It depends on what I can pay each year. Some years it runs over. I pay 6% on $5,250.00 and Mr. Butler has been good enough to let me stay there even if I could not pay it all.

And further this deponent saith not.

James M. Butler, being duly sworn, deposes as follows:
Questions by Mr. Gillette, Attorney for complainant.

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

A. James M. Butler, 26, Suffolk.

Q. Mr. Butler, was Mr. J. M. Butler your father?

A. Yes, sir.

Q. Is he now dead?

A. Yes.

Q. Are you familiar with the transaction whereby W. B. Hudson and Annie Hudson bought a tract of land from Mr. J. M. Butler and others?

A. Yes.

Q. Will you tell the Court all you know about this transaction?

A. Well, it seems that in 1917, about eleven years ago, Mr. Hudson contracted to buy this piece of property you designate, at $5,250.00 and he has paid on it at different times but never did comply with the terms of the contract and consequently we have never considered that he had any interest in the property except being there as a tenant. His rent has been figured,as he mentioned just now, as six per cent of the price named in the contract.

Q. Did you give him the original contract for the purchase of this tract of land at that price?

A. I suppose so, he is the only authority I have for that.

Q. Do you know anything of any copy of that contract with you or any of the Butler family?

A. No, I have listed the memoranda about this account but the contract was not there and from the memoranda I brought up the account and put it on the book.

Q. What amount does he owe you now, considering him as a purchaser?

A. He would owe the same amount as a purchaser as a renter in this case because the account has been figured on a six per cent basis. As a purchaser he would owe us that $5,250.00 plus the interest that has accumulated, unpaid. But that is an inaccurate statement as we would not sell it to him at $5,250.00. We are not under obligations to.

Q. If the Court should consider him the purchaser, what amount would he owe you at the present time?

A. $6,279.90.

Q. Has Mr. Hudson been living there continually from the date he bought the property to the present time?

A. As far as I know.

Q. Have you said anything to him at any time about declaring the contract void?

A. I have never said anything about declaring it void but I have mentioned that it was void. That was done before.

Q. How did you arrive at the amount you stated was due you by Mr. Hudson?

A. I figured six per cent on $5,250.00 net to us.

Q. Would you be willing at the present time to have Mr. Hudson comply with his contract and pay you $5,250.00 net?

A. No.

Q. Has Mr. Hudson made any improvements on the property since he has been in possession of it.

A. He has kept it in very good repair and has cleared up considerable land for us.

Q. Have you given him any credit for keeping the property in good repair and clearing land?

A. We have given him credit on one or two occasions for different days' work.

Q. As a general proposition have you given him any credit for keeping the property in good repair and clearing up the land for you?

A. Yes, we have. We have given him the leniency of not pushing him to pay the rent every year. Have not given him any monetary consideration.

Q. If you had paid Mr. Hudson the full amount that was due him for these repairs and for keeping the property in good shape and for clearing up all of this land, what would it be worth in dollars and cents, stretching over the entire period?

A. It would not be worth anything to us. If he had not done this we would have gotten someone else.

Q. Do you know the conditions of the contract that you had with Mr. Hudson?

A. No, sir.

Q. Do you know of your own knowledge whether or not Mr. Hudson and his wife have complied with that contract?

A. No.

Q. What, in your opinion, is the fee simple value of this entire tract of land?

A. I don't know. If you have followed real estate dealing you could not tell to save your life. It would be worth $5,000.00 or more but I could not tell you.

Q. What is the annual rental value of this property?

A. It has varied between $300. and $380.

Q. About how much of this 20 acres is cleared for cultivation?

A. All of it except about one acre.

Q. Have you any member of the Butler family that could tell anything about the contents of this contract you had with Mr. Hudson and his wife?

A. No, sir, no more than I know, just the price.

Q. Then, should any other member of the Butler family testify, they would not know any more about it than you have stated?

A. No, sir.

Questions by Bradford Kilby, Commissioner:

Q. How long after your father's death did you arrive in Suffolk?

A. The second day.

Q. Did you immediately take charge of your father's office and all the papers therein pertaining to his business and that of J. M. Butler & Son?

A. Yes.

Q. Have you had charge of these papers continually since that time?

A. Yes.

Q. Have you made a diligent search among all those papers for the contract made between J. M. Butler & Sons and Wm. B. Hudson and Annie M. Hudson since the notice of this hearing was served?

A. Yes, I have.

Q. Did you find it?

A. I did not. When I first went into the office I went over all the papers and thinned them out. My father had a system of keeping everything on little slips of paper. I did away with those slips of paper and put everything down in a book.

Q. During this process of thinning out, did you at that time, or at any other times ever come across this contract?

A. I don't remember having done so.

Q. You do not, now, then, remember whether you ever discovered it or threw it aside as a worthless paper, or not?

A. I do not.

Q. Prior to the death of your father, did you ever hear him, or any of his brothers, mention this contract or the terms of it?

A. I did not. I have heard my father mention the property but nothing about the contract. His attitude always seemed to be that he could develope it along with other property we have out there. He has a map drawn of it fixed out in lots.

Q. Did your father keep any account with Mr. Hudson as to their financial transactions?

A. Yes.

Q. I suppose you have continued to keep it since his death?

A. I posted the book on it and have continued to keep it.

Q. Will you furnish the Court a copy of these transactions?

A. Yes.

Q. Under your arrangements with Mr. Hudson, do I understand that you have allowed him to continue to live on this place with the understanding that he was to clear up land but that lland was other land of the Butler family adjoining this tract and the idea was that the work he did on the adjoining land was to pay for the interest, or rent, as you term it, due you by him yearly?

A. No, sir, we have had no agreement about that. The other land has been used for the rent or clearing.

And further this deponent saith not.

R. J. Norfleet, being duly sworn, deposes as follows:

Questions by Mr. Gillette:

Q. What, in your opinion, is the fee simple value of this particular twenty acres of land?

A. I would say $6,000.00.

Q. What do you think is the rental value per year of this property?

A. $300.00 or probably $350.00.

And further this deponent saith not.

* * *

Mrs. Annie Hudson, being duly sworn, deposes as follows:

Questions by Mr. Gillette:

Q. You are the wife of W. B. Hudson and party to this suit?

A. Yes.

Q. How long have you been living here on this farm?

A. About eleven years.

Q. Have you the contract that you had with Mr. Butler when you first bought this place?

A. No, sir, I haven't.

Q. Where is that contract?

A. I don't know where it is.

Q. It may be you can find it.

A. Maybe I can.

Q. You feel sure it is here with your papers, don't you?

A. It may be. I ain't really sure.

Q. Did you or your husband contract to buy this tract of land?

A. He is the one.

Q. Were you made a party to the contract?

A. I don't think I did.

Q. Have you been paid some money by the J. T. Saunders estate within the last year?

A. Yes, sir.

Q. What amount of money was paid to you from that estate?

A. $694.72.

Q. What did you do with that money?

A. I spent it.

Q. Haven't you still got some of that money?

A. No, sir, I haven't got any.

Q. Will you present to the Court an itemized statement, showing where and how you spent this money?

A. Yes, sir.

Q. When did you get this money?

A. It was in February, 1928.

Q. Then you have no part of that money at this time?

A. No, sir.

Q. For what did you spend this money?

A. I hardly know what I did spend it for, for little things.

Q. Haven't you most of that money in cash now?

A. No, sir, I have not.

Q. Do you mean to say you have spent $690.00 since February?

A. Yes, sir.

Bradford Kilby, Commissioner:

Q. You will get up that statement and hand it to me?

A. Yes, sir.

Q. What bank did you put it in?

A. Didn't keep it long enough to put it in a bank.

Q. You didn't pay for what you bought with checks?

A. No, paid it in cash.

And further this deponent saith not.

S. M. Lawrence, being duly sworn, deposes as follows:

Q. What, in your opinion, is the fee simple value of the twenty acres of land on which Mr. Hudson now lives?

A. $7,500.00 or $8,000.00.

Q. What do you think is the rental value per year of this property?

A. $350.00.

And further this deponent saith not.

* * *

E. Whitfield, Trading as
E. Whitfield & Co.

vs.

W. B. Hudson and Annie
Hudson.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA:

TO THE HONORABLE JAS. L. MCLEMORE, JUDGE OF THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA:

Your petitioner, E. Whitfield, trading as E. Whitfield & Company, states to the Court the following facts:

1. That your Petitioner, E. Whitfield, trading as E. Whitfield & Company, who has pending in this Court a creditors suit entitled as above herein set out, has a judgment against W. B. Hudson and Annie Hudson, as described in the Bill of Complaint in the said suit, and that he made J. M. Butler a party to the said suit, which was filed in the Circuit Court of Nansemond County, Virginia;

2. That J. M. Butler is dead and his interest in the property described in the said Bill was devised to Nora A. Butler, his widow;

3. That title to the property described in the said Bill is in H. M. Butler, F. E. Butler, and the said Nora A. Butler;

4. That H. M. Butler has a wife, Julia B. Butler; that F. E. Butler has a wife, Noelle B. Butler; and that Nora A. Butler is now a widow. That all of these parties have an interest in the property described in the said Bill;

5. That J. M. Butler was dead prior to the institution of this suit, but that fact unknown to your Petitioner.

Therefore, your Petitioner prays, that this suit be dismissed as to J. M. Butler and that H. M. Butler and Julia B.

Butler, his wife, F. E. Butler and Noelle B. Butler, his wife, and Nora A. Butler, the widow of J. M. Butler, be made parties defendant to this Bill and be required to answer the same, but answer under oath is hereby waived.

And your Petitioner will ever pray, etc.,

E. Whitfield, Trading as
E. Whitfield & Company

BY: Jas. L. Lucas
His Attorney.

Petition.

E. Whitfield
trading as E.
Whitfield & Co
v.
W. B. Hudson et als.

1928 April 21. Filed.
J. L. M.

JAMES T. GILLETTE
ATTORNEY AT LAW
COURTLAND, VIRGINIA

Virginia Stationery Co., Richmond

State of Virginia,

In the Circuit Court for the County of Nansemond:

E. Whitfield, trading as E. Whitfield and Company,)	
v.) In Chancery.	) FINAL DECREE
W. B. Hudson, Annie Hudson, H.M.Butler, Julia B. Butler, F.E.Butler, Noelle B.Butler and Nora A.Butler.)	

This cause came on this day to be heard again on the papers formerly read; the report of Bradford Kilby, Commissioner in Chancery, filed on March 24th.1931, which has been returned more than ten days and to which no exceptions have been taken, and was argued by counsel.

On consideration whereof, and it appearing to the Court that neither the said W.B.Hudson nor Annie Hudson, his wife, has any interest whatever in the real estate mentioned or described in the bill filed in this cause by the said E. Whitfield and that the said E. Whitfield is therefore not entitled to the equitable relief prayed for in his said bill, it is adjudged, ordered and decreed that his prayer for relief be denied and that the said E. Whitfield do pay the costs of this suit and that it be stricken from the docket of this court.

Virginia,
In the Circuit Court of Nansemond County.

E. Whitfield, trading as E. Whitfield and Company,
)
v.) In Chancery.
)
W. B. Hudson, Annie Hudson et als.

FINAL DECREE

Enter: Oct. 26. 1936

So. P. M. Lawrence

Chancery Order
Book 7: Page 100

TO THE HONORABLE JAS. L. MCLEMORE, JUDGE OF THE
CIRCUIT COURT OF NANSEMOND COUNTY,
VIRGINIA.

E. WHITFIELD, TRADING
AS E. WHITFIELD & CO.

vs.

W. B. HUDSON, ANNIE HUDSON
AND J. M. BUTLER.

Your complainants, E. Whitfield, trading as E. Whitfield & Company, showeth unto the Court the following cause for complaint:

(1)- That on the 6th day of April, 1917, E. Whitfield & Company recovered a judgment against W. B. Hudson and Annie Hudson for $162.82, with interest thereon from the 29th day of March, 1912, until paid, with $2.95 cost, plus $1.16 cost on executions, and the said judgment was docketed in the Clerk's Office of the Circuit Court of Nansemond County, in Judgment Docket Book 4, at page 13, an abstract of which said judgment is herewith filed, marked Exhibit "A", and prayed to be made a part of this bill.

That a writ of fieri facias was issued on the said judgment and a credit of $50.00 was marked on the judgment docket book on May 9th, 1917, which should have been a credit of $39.95, as the Sheriff, or constable of Nansemond County, collected $50.00 on the said execution and deducted his cost and commissions, which left only $39.95, which amount should be credited on the above described judgment. The said execution was duly returned to the Clerk's Office. That since that date two other executions have been issued on the said judgment, and returned "no effect" by the Sheriff of Nansemond County.

Your complainant states that the note upon which the said judgment was based, carried 10% attorney's fees, on the original amount, which should be added to the amount of this judgment.

(2)- That, W. B. Hudson and Annie Hudson, one or both of them, or jointly, contracted to buy the house and lot in Nansemond

County, Virginia, out near the old baseball park in the City of Suffolk, from J. M. Butler. That there has been no recorded contract for the purchase of the said house and lot, and no deed of bargain and sale has ever been given. But, your complainant believes, and here states, that W. B. Hudson and Annie Hudson, or one of them, contracted to buy the house and lot from J. M. Butler, and have paid a large portion of the purchase price, and there is now only a small balance due J. M. Butler, or his assigns, on the said house and lot, contracted to be purchased by W. B. Hudson and Annie Hudson, or one of them, and because of this said judgment, the contract of sale, nor the deed of bargain and sale for the said property, has never been recorded, and your complainant is unable to furnish a description of the said property. Your complainant states that W. B. Hudson and Annie Hudson, or one of them, has a large equitable interest in the said property and it is the only property owned by W. B. Hudson and Annie Hudson.

Your complainant states that he is not advised whether or not the rents and profits will pay the above described judgment, with all interest and costs, and at the same time pay the amount due on the purchase price to J. M. Butler, within a period of five years.

In consideration whereof, and forasmuch as your complainant is without remedy, save by the aid of a Court of Equity, where such matters are alone cognizable, your complainant prays that W. B. Hudson and Annie Hudson and J. M. Butler, be made parties defendants to this Bill and required to answer the same, though not under oath, the oath being expressly waived; that J. M. Butler be required to furnish to this court a complete description of the property that he contracted to sell W. B. Hudson and Annie Hudson, or either one of them, in Nansemond County, Virginia, showing the purchase price for the said property, the amount paid, on the purchase price, and the balance due on the said purchase price, and how it is due; that proper process issue; that all proper orders

and decrees may be made, enquiries directed, and accounts taken; that if it shall appear that the rents and profits from the said real estate will not satisfy the said judgment in full and at the same time keep up the amounts due on the purchase price as they come due, within a period of five years, the said real estate contracted to be bought by the said W. B. Hudson and Annie Hudson, or either one of them, may be sold, or their equity in the said property may be sold to satisfy the said judgment; that, if the rents and profits from the said real estate will satisfy the lien of the said judgment, and at the same time keep up the amount due on the purchase price as it comes due, the said land be rented out and the profits from the said land be applied on the payment of the said judgment and lien, and also pay the amount due on the purchase price to J. M. Butler or his assigns, until the said judgment is fully paid; that your complainant will have all such other, and further relief, both general and special, as the nature of the case may require, or to equity shall seem meet.

And your complainant will ever pray, etc.,

E. W. Pitsfield & Co

BY

Jos. S. [illegible], Their Attorney.

Bill

E. D. Litfield, Trading as
E. D. Litfield & Co.

v.

W. B. Hudson, Annie
Hudson and J. A. Butler

Filed Sept. 21 1927
M. K. Gardner D. C.

JAMES T. GILLETTE
ATTORNEY AT LAW
COURTLAND, VIRGINIA

Virginia Stationery Co., Richmond