1927-002 Chancery Causes. William B. Tilghmann Company, Incorporated + J. W. Holt, for c Folder 1
Isle of Wight County VS Eva H. Warren, extx of J. E. Warren 438

other surnames: [Smithfield Plumbing + Heating Company], [Cofer Hardware Company], Cofer, Stott, Jones, Mood, Delk, [Home Telephone Company], [E. Hogshire Son + Company], [J. L. Warner + Company], Hogshire, Warner, Tilghman [Smithfield Hay + Grain Company], [W. B. Tilghman Company], [Royster Guano Company], [Hampton Roads Paper Company] Hetrick

other surnames: [J. E. Warren + Company], [F. S. Royster Guano Company], Royster, Chapman, Pond, [Virginia Carolina Chemical Company] Turner, Rowell, Simpson, Parish, [Simpsons Ideal Pharmacy], [Parish + Company] [Hackney Brothers] Crump, Hackney, Parker, [Hackney Wagon Company], Gilliam, Johnson, Stephens [Johnson + Stephens], [Brothers Pruden] [International Harvester Company] [Benthall Machine Company], Pruden, [Griffith + Turner], Benthall, Edwards, [Steamer Annie P. Parks], Griffith, [Richmond Christian Advocate], Gay [R. S. Holland + Son] Holland, Parks [Sarah Leigh Clinic], Leigh, Matthews [Smithfield Water Company], [Smithfield Light + Power Company], Boone, Ong, Ames, [Harwood Brothers], Harwood, Ensley, [W. P. Wilson + Son], Wilson

LIST OF ACCOUNTS, NOTES, BONDS AND STOCK IN THE HANDS OF

THE EXECUTOR OF J. E. WARREN'S EST.

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One certificate capital stock, Morgarts Beach Hotel Inc. # 53, four shares at $50.00 a share----------	$200.00	
One certificate capital stock Morgarts Beach Hotel Inc. # 70, two shares at $50.00 a share----------	100.00	
		$ 300.00

Notes:

L. E. Bassett----------	Bal--	36.00
W. E. Bassett----------	"	237.60
Herbert Brown----------	"	70.00
Chelsey Gwaltney----------	"	74.80
C. N. Herrin----------	"	104.61
Claiborn Kelly----------	"	17.25
W. T. Lufsy----------	"	395.39
John Pretlow----------	"	8.65
Thomas Pretlow----------	"	2.00
R. A. Price----------	"	9.00
Plummy Tynes----------	"	5.00
W. A. Walker----------	"	129.98
J. H. Wilson----------	"	45.06
Jessie Warren----------	"	45.00
Clifton Edwards----------	"	6.00
C. W. Atkins----------	"	12.90
James E. Bailey----------	"	8.75
Carrington Goodrich----------	"	29.00
G. F. Oberry----------	"	43.00
Josh Oberry----------	"	32.08
W. L. English----------	"	300.00
Waverly Winnegan----------	"	85.80
G. C. and Nora A. Barlow----------	"	79.50

	Bal.
John J. Bowman	204.00
J. N. White	17.50
Accounts:	Bal.
J. A. Atkins	4.87
W. M. Barlow	23.00
Neal Ballard	30.85
W. E. Bassett	187.95
John and Mick Ballard	41.35
Herbert Brown	21.08
Alex Byrd	18.97
W. G. Bunkley	7.10
W. B. Driver	11.84
J. C. Dunn	106.24
Clarence Edwards	31.70
Walter Edwards	30.40
S. L. Edwards	1120.10
Geo. Flood	17.39
Jim Fulgham	4.20
Moses Green	23.29
Jeff Green	19.31
J. W. Holt	14.90
Wright Hunter	155.56
E. C. Jones	130.600
May Little	5.90
R. M. JonesO	20.50
Beadles Laine	4.75
Mrs. B. T. Little	50.00
J. C. Little	44.80
Claybon Liggons	58.58
John Maurn	12.59
J. N. Moody	4.47
Morgarts Beach Hotel Inc	38.84
J. W. Mc Enerney	23.71

H. Mc Enerney----------2260

Genin Newby---------- 6.87

William Murney----------178.90

Dr. P. P. Nottingham---------- -- 8.32

J. M. Oliver---------- ------- 62.75

Geo. F. Oberry---------- 42.40

Chas. Porter---------- 43.01

T. A. Pierce---------- 145.10

Nathan Pretlow------ ---------- 10.00

B. N. Peden---------- 4.00

Knowledge Spratley---------- 6.00

J. Walter Scott---------- 9.90

Robert Simms---------- 5.69

R. W. Stallings---------- ---- 158.41

A. D. Turner---------- 83.68

W. H. Turner---------- 38.25

W. D. Thomas------ ------- -------- 12.99

J. B. Simmons---------- 12.00

L. H. Stallings---------- 16.40

James Tynes---------- .85

Geo. Tynes---------- 28.75

Tom Vellines---------- 65.75

W. C. Whitley---------- 12.80

John B. Wilson 12.32

J. M. White---------- 8.70

Lee Williams---------- 18.38

Sarah Williams---------- 1.24

G. M. White---------- 6.11

Geo. H. Warren------ ---------- 30.96

Sudey Wilson---------- 25.00

G. J. Whitley---------- 147.08

Clarence F. Whitley---------- 219.01

James White---------- 19.17

W. H. West--------- ---------- 62.72

James Wells---------- 37.08

R. B. Silson---------- 22.54

Sam Clark----------11.50

W. S. Blackwell----------35.00

W. A. Pierce----------12.50

J. E. Shackleford----------12.00

Repair Accounts:

J. W. Holt----------30;97

L. M. Parr----------89.20

C. B. Boothe----------15.00

Taylor W. Gwaltney----------88.29

Wilson & Parker----------20.75

W. E. Bassett----------135.40

S. L. Edwards---------- 34.24

J. J. Crocker---------- 6.30

Thomas Hasket---------- 13.05

Willie Thomas---------- 64.65

T. L. DaShiell---------- 3.40

R. A. Scott---------- 2.00

Brothers Pruden---------- 27.58.

Geo. Williams---------- 4.50

G. H. Hall----------. .96

Plummy Tynes---------- 2.40

Int. Harvester Company---------- 23.35

J. H. Bassett---------- 11.50

T. L. Pierce---------- 55.12

H. L. Jones---------- 31.87

Linwood Edwards---------- 130.97

Tyler Smith---------- 12.00

A. S. Johnson---------- 138.57

Mrs. Martha M. Jones---------- 7.95

J. T. Stallings---------- 1.60

J. W. Dashiell---------- 1.25

Charlie Gray---------- 8.00

J. B. Grimes---------- 1.30

$8,172.61

Letter from the
the Estate of
J. E. Warren

11/19/25

Commissioner's Hearing

In the matter of Tilghmann et als

v.

Eva. H. Warren, Executrix-

Continued and held at Isle of Wight Courthouse on the 19th day of November, 1925.

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Statement of Mr. Williams:

The account of William B. Tilghmann Company for $2565.00, and note for $1000.00, bearing date on December 26th, 1923, are herewith filed with the Commissioner, as shown by statement or list of debts due by J. E. Warren's estate, which list is filed by the Executrix.

Mr. E. H. Williams herewith files an account of $100.00 for fee in adjusting permanent disability clause in Policy of Insurance for $6000.00, and states that he was employed by Mr. Warren to render this service, Mrs. Warren being the beneficiary in the Policy, and asks a ruling of the Court as to the proper authorities to pay the said account. This service was rendered about two months before the death of J. E. Warren.

Statement of Geo. F. Whitley, Counsel for Royster Guano Company:

The Royster Guano Company denies that the W. B. Tilghmann Company has any interest whatever in the notes listed in the testimony, which said list is preceded by a statement made by E. H. Williams, Attorney for W. B. Tilghmann Company.

Statement by E . H. Williams, Attorney for W. B. Tilghmann Company:

E. H. Williams, Attorney for W. B. Tilghmann Company states that on November 5th, 1924, the taking of these depositions was first begun, it was understood at that time that $5648.66 worth of notes, which were not included in the appraisement, were to be collected and the proceeds of same were to be divided between the Royster Fertilizer Company, Virginia Carolina Chemical Company and W. B. Tilghmann Company, in such proportions as might be thereafter agreed upon between the said fertilizer companies. All of said notes, it being understood, represented fertilizer sold by J. E. Warren & Company upon contracts of agency with the said companies, under which said contracts all notes taken by the said J. E. Warren & Company for fertilizer sold as aforesaid were to be the property of the said fertilizer companies. The fertilizer notes above mentioned are for the fertilizers belonging to the said three companies. The only witness who could point out the notes for the fertilizer of either of the said companies was then upon the stand, but his whereabouts are now unknown. Counsel for W. B. Tilghmann Company understands that there are other notes representing fertilizer belonging to the said W. B. Tilghmann Company, which said notes have been illegally and without authority turned over to the said Royster Fertilizer Company, and he hereby specifically requests the Commissioner to summons the said Royster Fertilizer Company and compel them to testify as to the amount of such notes now in their possession, or which have been in their possession upon which collections have been made.

George F. Whitley, Counsel for the Royster Guano Company, here states that at no time has there been any agreement or understanding that the proceeds derived from the collection of the above mentioned notes should be divided among the Royster Guano Company, W. B. Tilghmann Company and Virginia Carolina Chemical Company. That on November 5th, 1924, the Royster Guano Company was surprised to know that any claim was made to the said notes or the collections received from said notes by any one, except the Royster Guano Company. The above Attorney further states that the said notes were listed and turned over to the Royster Guano Company by J. E. Warren as representing the fertilizer shipped to the said J. E. Warren by the said Royster,Guano Company, that the said Royster Guano Company claims that it has the legal right to the said notes and that same were turned over to the above Attorney for collection.

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Mr. J. W. Holt being duly sworn deposes as follows:

Examined by E. H. Williams:

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

A. J. W. Holt, seventy four, Smithfield, Va., I don't do anything at the present time.

Q. What is the condition of your health?

A. Pretty bad.

Q. Mr. Holt, were you for a number of years engaged in the business of buying and selling horses with the late Mr. Warren?

A. Yes.

Q. Upon what terms were you and Mr. Warren doing business?

A. He furnished the money, I bought the horses, fed them and looked after them and divided profits in half.

Q. Were you to get your half of the profit whether the horse was collected for or not?

A. Yes sir, one half of the profit when the horse was sold.

Q. Who determined to whom the horses should be sold?

A. Warren.

Q. Mr. Holt the books show that in the year 1920 you sold horses to the amount of $13, 114.21, please state whether or not you have ever received any part of your profits from the sale of the horses for that year.

A. I have not, sir.

Q. What were your usual profits on the sale of a horse.

A. Anywhere from twenty five to a hundred dollars.

Q. What percentage, for instance if a horse cost a hundred dollars, what would be his selling price?

A. That depended upon who wanted the horse.

Q. As a usual thing Mr. Holt.

A. About fifty dollars profit.

Q. Then the sales of $13,114.21 for the year 1920, which represented fifty percent profit, one half of which was to come to you?

A. Yes, one half to come to me.

Q. Did you do equally as much business in 1919?

A. Yes sir.

Q. Did you do equally as much business in 1918 as 1920?

A. About the same.

Q. In what year did you commence doing business with him?

A. I couldn't tell you to save my life.

Q. Were you doing business with him in 1917?

A. I don't know, I don't remember.

Q. Did you do as much business in 1921 as in 1920?

A. Yes sir.

Q. The books show that in 1921 there was actually collected in cash $4020.70, what part of that sum have you received?

A. I haven't received any.

Q. Were you still in business with him in 1922?

A. 22, yes sir.

Q. How was business during that time?

A. Getting pretty slack.

Q. Have you any idea the amount of business you did in that year?

A. No sir.

Q. You have here a list of horses sold in 1922 and 1923 as made by you. I will read the list, your statement here shows that in 1922 and 1923 you handled the following horses and mules, namely:

Charlie Parker 1 pair mules
J. E. Warren one pair mules
Andrew Jones one pair mules
Jim Berry one pair mules
Avy Gwaltney one pair mules
Jim Dashiell one pair mules
Albert Wright one pair mules
Mr. Walker one pair mules
Russell Cofer one pair mules
W. W. Clarke one pair mules
W. W. Clarke one mule
W. W. Clarke one brown horse
Bob Darden one pair mules
Jno. Maynard one pair mules
Floyd Epps one mule
Sam Parker one horse
James Savage one horse
Jim Gwaltney one mule
Chapman one mule
John Edwards one pair mules
Warren's nephew one horse
Jerry Edwards' boy, one pair mules
Marion Hall one horse
Charlie Darden one horse
George Davis one horse
Charlie Parker one pair mules
Herbert Hall one pair mules
Genton Holland one mule
Mr. Brockwell one mule
Negro at Everetts Bridge one mule
Colored man at Elberon one gray mule,
Shivers one horse
Willie Williams one horse

Charlie Anderson one horse
Charlie Spratleynone horse
John Wiss one horse
Richard Tynes one horse
Edwin Goode one horse
Sam Warren one horse
Adolphus Pretlow one mule
John Holloway one horse
Richard Holloway one horse
Bluefoot one horse
Negro at A. O. Channel's one horse
Negro at Addison's cne horse
Negro at Carrollton one horse
Spivey one horse
Parish Bailey one horse
Claude Minton one pair ponies
Claude Minton one bay horse
Little at Pons one mule
Cook at Scotland Wharf, two horses
Negro Brown with black mark, one horse
Negro at Scotland Wharf one bay pony
Emmett Poole one horse
Poole, fisherman, one horse
Sam Key one mule
Joe Hall one horse
E. Baker one horse
Horne one mule
Joyner one mule
Geo. Allmond one mule
Hayden Parsons one mule
Richard Tynes one pair mules
Geo. Eley one pair mules
Richard Tynes one mule
Joe Davis one pair mules
Colored man at Carrollton one horse
Jim Hall one mule
Jim Hall's son one mule
Willie Jones one mule
Tom Poole one pair mules
Brad Johnson one pair mules
Ed. Baker one pair mules
Geo. Green one mule
Geo. Diggs one pair mules,

Will you tell the Court whether not for the above sales you have ever received any part of your part of the profits?

A. No sir, never could get him to any settlement at all.

Q. How did you get up this list that we have just given the Commissioner?

A. How did I get the list, I just remembered them, there are more but I couldn't sit down and think of right now. You

can take that list there and pick out any man you want and go and ask if he didn't buy a horse then and he will tell you, a horse or a mule.

Q. You also sold numerous horses prior to that time, of course you have no account of?

A. No, I couldn't remember them all.

Q. Now for a year or two Mr. J. R. Rowell seems to have been one of the partners in the Smithfield Live Stock Company, will you tell the Court what part of the profits you were to receive when Rowell was in the Company?

A. Same I received before he came in there.

Q. Mr. Holt in your bill in this case you state that J. E. Warren at the time of his death was indebted to you in the sum of about Three Thousand Dollars, will you state if that is correct?

A. Yes sir.

Q. You also state in your bill that you are unable to state that that is the exact amount.

A. I couldn't tell exactly.

Q. Are you certain that it is as much as Three Thousand?

A. Yes sir, ought to be more.

Q. Why do you feel so certain that it is as much as Three Thousand Dollars?

A. I sold horses to the amount of that.

Q. You mean you don't know how many thousand dollars worth you did sell?

A. No, Warren was supposed to keep account, I didn't have have anything to do with the books.

Q. And for as much as five years you did equally as much business in each year as you did in 1920?

A. Yes sir.

Q. Mr. Holt, at the time of Mr. Warren's death there were one, two or three notesnin the Merchants & Farmers Bank signed by you and payable to Mr. Warren, will you state whether not you owe those notes, and if you don't then state the circumstances under which they were signed.

A. I don't owe them, I wanted some money to keep up my Insurance and went down to get some he said he didn't have any but he would put a note in Bank and let me get it that way.

Q. So you lent your credit to Warren to pay a claim due you?

A. To pay my Insurance.

Q. He owed you a lot more than that?

A. Yes sir.

Q. Will you state why Mr. Warren so persistently refused to give you a statement of the amount due you?

A. I couldn't tell you why he wouldn't give it to me, I went to him several times for a statement for twelve months and I never could get it he said he didn't have time to make up the books if I wanted any money I could get some, he kept all the money.

Q. As a matter of fact was Mr. Warren not in financial straits?

A. Was he straight?

Q. Financially embarrassed, during the latter years of his life?

A. Yes sir.

Q. What sort of a character has his chief clerk and man who transacted his business, William Pond, proved to be?

A. Pretty bad, sir.

Q. Where is William Pond now?

A. I don't know, I have inquired several times I can't hear nothing of him.

Q. Is it true that William Pond absconded from Smithfield, after having disposed of most of the assets of J. E. Warren & Company, without taking the trouble of paying his creditors?

A. Is it true?

Q. Yes.

A. Yes sir, I think so.

Cross Examination: Mr. Geo. F. Whitley:

Q. Did Mr. Warren settle with you for 1919?

A. Never settled with me for anything.

Q. You begun working for him in 1917?

A. I think that is the year.

Q. You stopped working for him?

A. Up until he died?

Q. He died when?

A. 1923. The last thing I done I went and got a mule from a man the Saturday before I went to the hospital Tuesday.

Q. You haven't gotten any profits since 1917?

A. I got a little money along at the time.

Q. How much?

A. I couldn't tell you, he kept the records.

Q. You never asked for a statement?

A. Yes sir,

Q

Q. You don't know how much you got in 1919?

A. No sir.

Q. 1920,21,22, and 23?

A. No sir.

Q. What other business were you in during that time?

A. I used to farm a little, raise hogs, had a livery then Hired out horses and buggies.

Q. Did you hire many in 1919-1920?

A. Yes up to 20, after that begun to slack then.

Q. Will you state who fed the horses?

A. I fed the horses, I bought them, fed them and looked after them myself all the time.

Q. Who did you buy from?

A. Different people, I used to buy from White & Roberts Portsmouth, Maxwell Mule Company, Norfolk, bought some from the Norfolk Horse Exchange, anywhere I could find a good horse I picked him up.

Q. Who paid for the feed?

A. I paid for the feed, hired help paid for that around the stables.

Q. You owe Mr. Warren's estate something now?

A. Those two notes, I don't think Iowe them, I went to him for money, he didn't haveit.

Q. And you gave him the notes?

A. Yes sir.

Q. Did he ever refuse giving you money when you went down there?

A. Yes, several times he didn't have it, couldn't get it.

Q. Did that in 1920-21-22- and 23?

A. Yes sir,

Q. You didn't sell many horses in 1923?

A. No sir, not a great many.

Q. You were taking horses back then mostly?

A. Took a few back, kept getting horses and taking them back.

Q. Then you really have no idea how much Mr. Warren really owed you?

A. No sir.

Mr. Williams:

Q. The Reservation Docket at Isle of Wight Courthouse shows the following horses sold in 1924 by the Smithfield Live Stock Company:

One- Frank Anderson, Feb. 15-	$ 70.00
One- R. W. Yeoman, Mar. 5 -	125.00
One- Decatur Atkins, Mar. 5.	74.70

A. When was that?

Q. 1924- One-Maimie Broomskin- Mar. 5. 105.00
One- Goodman Brown - Apr. 5. 55.00

A. William Pond did all that while I was at the hospital.

Q. Wait until I get through- were those horses upon which you should have received profit?

A. Yes sir.

Q. Who sold them?

A. William Pond.

Q. When?

A. While I was at the hospital, I don't know when, two years ago.

Q. Has any part been paid to you?

A. Never got a cent at all, Goodman Brown owes some on a horse now don't he Mr. Whitley.

(A. I don't know, there are several)

Q. That simply represents sales with Reservations of Titles you also made sales without taking Reservations of Titles?

A. Yes.

Q. But didn't do much business in 1924.

A. Very slack, once in a while.

And further this deponent saith not-.

Dilgheon
&
Narren

Statement: By E. H. Williams.

A lot of notes known as Fertilizer Notes, the face value of said notes amounting to $5648.66, not included in the Appraisement, now in the hands of G. F. Whitley, Attorney, for collection, the proceeds of which are to be divided between the Royster Fertilizer Company, the Virginia Carolina Chemical Company and the William B. Tilghman Company, as may be hereafter agreed between the said fertilizer Companies or as their interest may appear therein.

The list of said notes is as follows:

Name	Date	Amount	Bal. Princ.
W. C. Gale	Feb. 22, 1924,	$75.00	$75.00
Chas N. Ensley	May 25, 1924,	$73.46	$63.46
Rob Edwards	Mar. 1, 1924,	$71.81	$71.81
L.A.& S.E.Bailey,	Mar.11, 1924	$96.20	$96.20
Samul Allmond	Aug. 24,1924	$60.00	$30.00
Sam Parker	Dec. 29, 1923,	112.80	112.80
Herman&Albert Eley,	Apr. 30,1921,	$98.00	$30.27
Geo. Crawley	May 26, 1923,	$28.25	$28.25
C. B. Hundley	Aug. 4, 1922,	$65.38	$65.38
W. C. Whitley	Feb. 29, 1924,	$50.00	$50.00
C. W. Spady	Sept. 19, 1923,	308.50	228.50
Herb.& Alex Brown	July,2, 1921,	$91.20	$51.20
Jas. B. Brown	Nov. 11, 1921,	$85.00	$55.00
T. W. Turner	Mar. 10, 1924,	208.84	208.84
Jim Mayfield	Jan. 29, 1924	145.00	145.00
W. B. & T.M.Jones,	Mar.3, 1924,	138.35	138.35
Thomas W. Jones Mrs. T. W. Jones	Mar. 24, 1924,	283.00	283.00
Marion F. Hall, Margaret Hall	Jan. 15, 1924,	579.05	579.05

S. E. Bassett	June 19, 1920,	$75.00	$29.63
Claybon Liggons	Mar. 27, 1920	158.00	108.00
G. F. Oberry	Sept. 15, 1919,	$80.00	$65.00
John Anthony	Sept. 22, 1923	$44.64	$44.64
John B. Wilson	Nov. 2, 1921,	$95.83	$45.83
James E. Smith	Jan. 14, 1921	147.50	$86.50
B. N. Peden	Mar. 25, 1922,	$74.97	$74.97
T. L. Pierce	Jan. 9, 1923,	$46.70	$46.70
H. E. Moody	Sept. 22, 1922,	$95.18	$95.18
F. B. Lane	May 6, 1922	$56.50	$56.50
Tom Key	Sept. 30, 1920	$37.00	$17.00
G. H. Jones	Jan. 9, 1924,	339.87	339.87
Ruben W. Jones	Aug. 27, 1923,	102.28	17.28
H. Hubbard	Apr. 24, 1920	90.00	90.00
H. Hubbard	Apr. 30, 1923,	146.26	146.26
J. W. Holt	Sept. 22,1922,	120.00	120.00
H.Hubbard Hattie Hubbard	Dec. 19, 1921	179.00	179.00
Eddie Green	May 17, 1923,	175.57	175.57
Taylor W. Gwaltney	Nov. 23, 1923,	659.20	659.20
Mrs. S. L. Edwards	Dec. 20, 1919,	88.00	88.00
W. L. Delk	May 20, 1921	84.24	84.24
F. K. Campbell Mary L. Campbell	Nov. 17, 1919	73.54	48.54
Ollie Bell	June 16, 1922	172.21	172.21
James Parker	Oct. 23, 1922	334.06	334.06
Martha Bailey	Jan. 14, 1921,	81.60	66.60
Plesant Byrd	Mar. 12, 1924	53.97	53.97
L. Homer Whitley	Nov. 26, 1922,	131.80	131.80
	Total		$5648.66

William Pond being duly sworn deposes and says as follows:

Mr. Williams:

Q. Mr. Pond what is your name, age, residence and occupation?

A. W. H. Pond, twenty six years old, occupation merchant, residence Smithfield.

Q. How long were you with Mr. Warren before his death?

A. About ten years.

Q. Are you familiar with his business?

A. Quite familiar, yes sir.

Q. Are you especially familiar with the fertilizer business and live stock business?

A. Familiar with the fertilizer business but am not familiar with the live stock, you will notice from the books I didn't have anything to do with that, practically nothing.

Q. How much do you know about the live stock business, that is you attended to or transacted some of this business before Mr. Warren's death and some after?

A. I didn't attend to any of that at all.

Q. How many Reservations of Title for team have you in, or had you, in your possession at the time of his death?

A. I have no idea.

Q. You took charge of his entire business at his death and practically had charge of it for two or three years before?

A. Oh no , Mr. Warren was active up until the first of the year, when he died he hadn't been in the house over a week or ten days at the outside.

Q. You carry the business on in the name of J. E. Warren & Company?

Q. When did you take over the business?

A. Well, I helped Mr. Warren run the business, well for some time, ever since I've been there, it never was turned over to me.

Q. Did you have any interest in it before his death?

A. No, none at all.

Q. Have you bought the business since his death?

A. Well no, I haven't bought the business.

Q. How did you get in possession of it?

A. I was just selling stock of goods I bought myself, it didn't belong to Mr. Warren.

Q. Did Mr. Warren have any stock of goods at the time of his death down there?

A. Oh yes.

Q. Are you selling that?

A. Absolutely no.

Q. Have you collected any of- you've been looking after the collection of some of the notes and accounts since his death?

A. For a short while I did, yes sir.

Q. Have you a statement of your transactions during that time?

A. Yes sir, everything credited on the notes show for themselves, the ledger will show the balance that was collected after his death.

Q. Did you pay out any of this money?

A. Pay out any, those checks will show.

Q. That's not what I'm asking, if you paid it out?

A. That's all that has been paid out.

Q. This was paid out by the Administratrix.

A. Well no, I didn't pay that.

Q. How many mules and horses have you re-possessed since

Mr. Warren's death?

A. I could tell you Judge.

Q. Well, but I must know.

A. Well, I don't know.

Q. Can you take an hour or so and get me up a list?

A. I don't know what data I could work from to get you a list.

Q. Did you keep an account?

A. I tried to.

Q. Where is that account?

A. On the ledger, if it is not on there I don't know where I could get it.

Q. Give me the names of parties from whom you re -possessed team since Mr. Warren's death.

A. Maimie Broomskin, then those up at Holt's Stable.

Q. How many were up there?

A. Two, to my knowledge.

Q. What were they mules or horses?

A. One mule and one horse.

Q. As a matter of fact didn't you get two bay horses up there?

A. Yes, Mr. Pierce got the other, that's on the cash book.

Q. What Mr. Pierce?

A. At Battery Park.

Q. What did the bay horse sell for?

A. Sixty five dollars, the one Mr. Pierce got as well as I remember that will be shown on the cash book too.

Q. To whom did you sell the other bay horse.

A. Let's see, bay horse, Mr. Pierce got the bay horse, I don't know whether it was another bay horse or not.

Q. To whom did you sell the sorrel horse?

A. Goodman Brown.

Q. Sell for cash?

A. I think so.

Q. For how much?

A. I believe twenty five dollars, if I am not mistaken.

Q. Can you look at the book and see, get the book and tell me.

A. I don't know, the book doesn't seem to be here.

Q. Let's stop right here until we get all the books. Mr. Pond since finding your cash book, or Mr. Warren's cash book, I notice that the bay horse was sold to J. R. Pierce for $85.00, cash, is that correct?

A. Correct.

Q. Then the horse sold to Goodman Brown?

A. Twenty five dollars cash.

Q. And a note for the balance dated March 28, 1924, for Fifty five dollars representing the balance and upon which note a ten dollars bill herewith is a credit thereon

A. That is right.

Q. Mr. Pond, I have checked the items for fertilizer on the cash account of J. E. Warren's estate keptmby you beginning on February 13th, 1924, and ending April 26th, 1924, and I make the total of these items for fertilizer to amount fo $771.97, please check over these figures and state whether not they are correct.

A. This is for fertilizer?

A. Q. All for fertilizer.

A. As far as I know they are right.

The time of the taking of these depositions was adjourned from Wednesday, November the 5th, until Monday, November 10th

Mr. Williams:

Q: William, I notice on page 145 in the horse book that the amount of sales from January 23, 1920 to May 10th 1920 amounted to $8305.40. Please look at the book and state if that is correct.

A. Where is that?

Q. Right there.

A. I couldn't tell you a thing in the world about it Judge I don't know a thing about it.

Q. Is that the amount stated on the book?

A. You mean this and this (pointing).

Q. Yes.

A. Yes.

Q. I also notice that on page 168 in 1920 that the amount of business is stated as $13,114.21, thats the total of the figures added up on that page.

A. That is what it shows there.

Q. Now then, now will you tell me where the book is which has a statement of the business for the years 1922 and 1923 from which this was copied, this statement herewith filed as evidence?

A. This was copied from that book, Judge.

Q. Where is it?

A. I don't know, turn right over here-

Q. You turn over.

A. Let me see that stuff there is 1922.

Q. 1922 may be in there, that's 1920 there.

A. There you go.

Q. I looked everywhere in the book and didn't see it.

A. There it is on page 138.

Q. Please state the amount of cash received in the Live

Stock business as shown by the book on pages 136, 137 138, 139 as having been taken in between Nov. 21, 1921, and Feb. 16th, 1923.

A. $4020.70.

Q. This, however, does not show the business done in the spring of 1922, please locate in the book where the transactions for the spring of 1922 are.

A. Spring 1922.

Q. Yes.

A. They didn't do any business in 1922, they hadn't sold any horses since 1920 or 1921, I don't think.

Q. As a matter of fact I know you did do business, you bought horses, if necessary I can get the folks here to testify.

A. I don't know, ask Mr. Holt.

Q. You bought horses and sold horses during 1922 and 1923.

A. I don't think so, I don't know anything about selling any in 1922 or 1923 see where any purchase was made in 1922 and 1923, you won't find any. Unless some were taken back and re-sold. I remember when he was buying and selling he bought right many.

Q. The statement here refers to page 138 and 139 and on page 136 and 137 simply shows the amount of cash and occasionally a note taken in on account of a horse previously sold.

A. That is what that shows.

Q. Donyou know how many horses have been sold since Mr. Warren's death in February?

A. No, but I can count them up on the book. Where is the cash book, five.

Q. Five?

A. Yes.

Q. How many of those for cash and how many on time?

A. Three.

Q. For cash?

A. Yes.

Q. Two on time?

A. That's right.

Q. To whom were these two on time sold?

A. Goodman Brown and Maimie Broomskin.

Mr. Whitley:

Q. Who sold them?

A. I sold them.

Mr. Williams:

Q. Where did they come from?

A. Mr. Holt's stable.

Q. What were they doing at Mr. Holt's stable?

A. Mr. Warren kept them up there.

Q. Where did Mr. Warren get them from?

A. I think they were some he had sold and taken back, sold and taken back.

Q. Do you know whether he had any stock for the purpose of selling?

A. He hadn't bought any stock for selling purposes since 1920 6r 1921. The book shows the last time he bought any. He hadn't bought any for a long time. He bought high priced horses and mules, the bottom fell out and that's when he had such a loss. He couldn't collect the Davis note, you remember Mr. Whitley, that's a note for a horse like the average horse, not a plug, you take now a $250.00 horse is a fine horse.

Q. In as much as Mr. Holt under the agreement was to do all the work and furnish all feed, do you know whether not before he got his one half of the profits that the losses were to be deducted or not?

A. The losses were to be deducted before he got his, no Mr. Holt got his interest in the business before the loss came. Mr. Warren paid him money all along as he needed

it and course Mr. Warren had a very good idea as to how much was due Mr. Holt, and when the final wind up came Mr. Warren was in the hole.

Q. So was Mr. Holt. The question I am asking is this, for instance a horse was bought, do you know what the contract was.

A. No I don't.

Mr. Whitley:

Q. Did they have a written contract?

A. No, verbal.

Mr. Williams:

Q. In a list of Reservations of Titles filed by you since Feb. 15th at Isle of Wight Courthouse I find the following, that you have recorded Reservations of Titles on five horses and mules, as follows: Frank Anderson, one black horse, $70.00; R. W. Yeoman, one brown mule, $125; Decatur Atkins one white horse $74.70; Maimie Broomskin one brown mule $105.00; Goodman Brown one sorrel horse, $55.00.

A. How many does that make?

Q. That makes five recorded at the Courthouse as sold on time and you got cash for two.

A. That makes more than they had.

Q. How do you account for being able to sell more than you had, that's the part I am after now.

A. That's eight, five recorded; let me see, those names sound familiar to me, R. W. Yeoman got a mule; Gus gotthe horse book? Well, just where these notes are I want to find out, two here now, Yeoman and Atkins I don't know where those are, must be J. E. Warren & Company.

Q. You mean the stuff marked J. E. Warren & Company does not belong to J. E. Warren's estate?

A. Absolutely not.

EVA H. WARREN, EXECUTRIX,

IN ACCOUNT WITH THE ESTATE OF J. E. WARREN, DECEASED.

.....

1924. Feb. 25.	To amt. rec'd from collections and amt. of money in Bank...	$1349.79	
June 9.	To amt. rec'd from G. F. Whitley, Trustee, from sale of Longview Farm.....	706.21	
Aug. 5.	To amt. rec'd from sale of boat.....	600.00	
Dec. 17.	To amt. rec'd from sale of four mules.....	252.00	
Dec. 31.	To amt. rec'd from sale of pea-nut picker and engine.....	285.00	
Dec. 31.	To amt. received from wood saw.	20.00	
1925. Jan. 12.	To amt. rec'd from collection of Ledger accounts.....	113.39	
Jan. 30.	To amt. rec'd from collection of J. E. Warren notes.....	68.85	
July 10.	To amt. rec'd from collection of Smithfield Live Stock notes..	366.22	
Feb. 25.	By pd. E. W. Parker, Agt. premium on Jordan policy....		6.56
Feb. 27.	By pd. G. W. Cofer, funeral expenses.....		292.00
Feb. 29.	By pd. Waymond Whitehead, shaving Mr. Warren.....		5.65
Feb. 27.	By pd. American Adj. Co. collection system.....		15.00
Mar. 1.	By pd. T. L. Dashiell, butter...		12.00
Mar. 1.	By pd. Helen Gwaltney two weeks salary.....		17.50
Mar. 3.	By pd. Smithfield Hay & Grain Co. groceries.....		4.63
Mar. 3.	By pd. Smithfield Hay & Grain Co. groceries.....		12.94
Mar. 3.	By pd. Barrett Folk Co. Fire Ins. Longview Dwelling.....		16.00
Mar. 3.	By pd. J. E. Jordan, Milk....		3.56

Mar. 3.	By pd. R. A. Edwards, Clk. qualification etc.	41.00
Mar. 4.	By pd. R. A. Edwards, Clerk. recording 3 papers.....	..75
Mar. 7.	By pd. Home Telephons Co. acct.	21.92
Mar. 7.	By pd. Bank of Smfd. repair boat.	103.40
Mar. 8.	By pd. W. H. Pond, ½ com. on peanuts----------	150.00
Mar. 8.	By pd. Milton Daughtrey, farm labor----------	7.00
Mar. 10.	By pd. A. E. Holland, groc. bill----------	45.87
Mar. 11.	By pd. Williams, Martin & Gray, drug bill--------	2.72
Mar. 13.	By pd. Mrs. J. J. Johnson, nursing----------	6.00
Mar. 15.	By pd. Milton Daughtrey, farm labor----------	5.00
Mar. 17.	By pd. W. F. Shivers, groc.	6.43
Mar. 19.	By pd. Dr; L. C. Brock, Doctor's bill---------	197.50
Mar. 20.	By pd. M. J. Thompson, labor,	5.00
Mar. 21.	By pd. Milton Daughtrey, Labor on farm------	4.00
Mar. 22.	By pd. T. L. Dashiell, butter,	3.50
Mar. 26.	By pd; Mrs. C. S. Hart, flowers,	25.00
Mar. 29.	By pd. Milton Daughtrey, labor,	5.50
April 1.	By pd. Smithfield Hay & Grain Co. roofing for residence-	2.60
April 1.	By pd. B. F. Chapman & Son, farm plow----------	5.76
April 4.	By pd. John Byrum, labor---	10.00
April 4.	By pd. P. D. Gwaltney, Jr. & Co. storage----------	2.25
April 4.	By pd. Milton Daughtrey, labor on farm----------	5.00
April 7.	By pd. A. E. Holland, Groc.	22.04
April 11	By pd. Texas Co. oil-----	1.45
April 12.	By pd. Milton Daughtrey, labor,	4.50
April 18.	By pd. Milton Daughtrey, labor,	4.00
May 3	By pd. Milton Daughtrey, "	4.50
May 10	By pd. John Byrum, for Daughtrey,	5.00
May 12.	By pd. Smithfield, Hay & Grain Co. Byrum's account----------	17.79
May 17	By pd. John Byrum, for Daughtrey,	5.50

May 23.	By pd. John Byrum for Milton Daughtrey labor.	4.00
Junel6.	By pd. M. E. Godwin for hay.	25.00
Nov. 7.	By pd. Barrett Folk Co. Ins. Policy.....	22.80
Aug. 5.	By pd. J. L. Warner, bill for boat, Bunting.....	87.51
Dec. 20.	By pd. W. H. Pond, board for four mules.....	36.00
Dec. 20.	By pd. Geo. F. Whitley, fee..	35.00
Dec. 20.	By pd. Executor 5% commission	188.07
	By balance to be distributed.	2254.26
		$3761.46 $ 3761.46

To balance in hand to be distributed..... $ 2254.26

Eva H. Wasson Exct.,
J. F. Wasson
Admt.

11/19/25

ACCOUNTS: DUE BY J. E. WARREN'S ESTATE.

Simpson's Ideal Pharmacy----------	40.27
Parish & Company-------	30.69
Hackney Brothers--------	172.68
Dr. Rea Parker----------	20.50
Hackney Wagon Company-------	725.24
R. T. Gilliam----------	22.73
Johnson & Stephens----------	5.00
Brothers Pruden----------	121.78
International Harvester Co.------	66.45
Benthall Machine Company----------	1898.53
Benj. T. Crump----------	31.77
Griffith & Turner----------	6.24
Steamer Abbie P. Parks--------	14.00
R. A. Edwards----------	27.15
Christian Advocate----------	4.00
R. S. Holland & Son----------	100.00
B. P. Gay----------	310.45
Sarah Leigh Clinic----------	3.00
W. H. Chapman----------	10.00
B. P. Chapman----------	3.90
T. D. Matthews----------	10.98
Smithfield Water Company--------	48.05
Smithfield Light & Power Co-----	20.50
Willie Boone----------	1.70
Chas. P. Ong----------	11.67
D. W. Chapman----------	33.00
Dr. W. C. Ames----------	2.00
Harwood Bros. Inc--------	22.65
Charles Ensley----------	10.25
Corporation of Smithfield------	7.88
Corporation of Smithfield--------	55.15
W. P. Wilson & Sons------ ----	58.17

Smithfield Plumbing & Heating Co.	8.75
Cofer Hardware Co.	15.52
J. W. Stott, J. P	12.25
Joyner-Jones	8.95
D. J. Mood	2.50
Geo. W. Delk	122.81
R. B. Hetrick	1200.00
Wm. B. Tilghmann Company	3665.00
J. L. Warner Company	8.68
Smithfield Hay & Grain Company	62.82
Smithfield Hay & Grain Company	63.44
Home Telephone Company	22.09
Virginia Carolina Chemical Company	2285.11
Royster Guano Company	8991.94
E. Hogshire Son & Co.	8.12
	$20,374,36

Debts due by
J. E. Warren Estate.

11/19/25

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT, VIRGINIA.

- -

Wm. B. Tilghmann Co., Inc., and J. W. Holt, who sue in behalf of themselves and other Creditors.....Plaintiffs

v.

Eva. H. Warren, Executrix of the estate of J. E. Warren, deceased, and Eva. H. Warren in her own right, Defendants.

- -

TO THE HONORABLE JUDGE OF THE SAID COURT:

The undersigned Commissioner hereby submits a supplemental report in the execution of a decree, entered in this cause on September 25th, 1924.

Your Commissioner reports that at various times by agreement the testimony hereto attached and made a part of this report was taken and reduced to writing, the signature of the witnesses thereto waived by Counsel.

Your Commissioner reports that in addition to the amount received from the sale of chattel property sold by the Special Commissioners there has been paid to the said Special Commissioners by Eva. H. Warren, Executrix of the estate of J. E. Warren, deceased, a sum of Two Thousand Two Hundred Fifty-four Dollars and twenty six cents ($2254.26), the same being the balance in the hands of the said Executrix after the payment of certain claims as shown by her report, hereto attached and made a part of this report.

Your Commissioner reports that in answer to the third inquiry of the said decree that the said J. E. Warren owed at the time of his death a sum of Twenty Thousand, Three Hundred Seventy-Four Dollars and thirty six cents ($20,374.36), exclusive of the lien indebtedness against certain farm lands, the same

being evidenced by notes and open accounts, there being no priority as between them, a full list of the said accounts, their respective amounts and to whom payable, is hereto attached and made a part of this report.

Your Commissioner reports on fifth inquiry that some considerable testimony, which is hereto attached, was taken in reference to the partnership transactions of J. E. Warren, deceased, and J. W. Holt, that in addition to the testimony herewith returned, your Commissioner inspected the books of the said partnership and after inspection of the said books and the reading of the said testimony your Commissioner reports that he is unable to ascertain, with any degree of definiteness, the true status of the partnership transactions between the said parties, but your Commissioner reports to Court that Counsel of record in this case have agreed upon a compromise by which the said J. W. Holt is to be paid the sum of Three Hundred Dollars, in full settlement of his claims against the said partnership, and, your Commissioner hereby recommends that this compromise settlement be accepted.

Your Commissioner further reports that the list of accounts and notes, hereto attached, and made a part of this report, is due to the estate of J. E. Warren, deceased.

Very respectfully submitted-

Com Fee 1st Rpt. 25-00
Com. Fee. 75 00 2nd Rpt.
100 00

R. A. Edwards
Commissioner in Chancery.

#11

Wm. B. Tilghamn Co. et al

V.

Report of Commissioner
in Chancery.

Eva H. Warrenn, Executrix,
et al.

Filed:
Aug. 25-1926.
R. A. Eaunor
Clk

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

HAMPTON ROADS PAPER CO., NORFOLK

Public Sale

J. E. Warren House and Lot and Chattel Property

By virtue of authority contained in a decree of the Circuit Court of Isle of Wight County, Virginia, entered on January 15, 1925, in the chancery suit of W. B. Tilghman Co., Inc., et als, vs. Eva H. Warren, Executrix, et als, we the undersigned Special Commissioners will sell on the premises, in the town of Smithfield, Va., at public auction, on

Thursday, Jan. 29, 1925

BEGINNING AT 10.30 A. M.

FIRST—All that certain House and Lot situate on Church street, in Smithfield, Virginia, bounded by the Pagan River, the lands of J. M Chapman and B. P. Gay, deceased. It being the same house and lot of which J. E. Warren died seized and possessed.

SECOND—A lot of fine Household and Kitchen Furniture, some Farming Implements, including Carts, Wagons, Drags Plows, etc.; also Office Furniture, including Typewriter, Adding Machine, Desk, Iron Safe, etc.

TERMS—Cash. The purchaser of the house and lot at the time of his bid paying 15% of the purchase price, and the remainder to be paid within ten days after confirmation of the said sale; and in the event that the said purchaser should fail to comply with the terms of the sale, the said 15% deposit shall be forfeited to this cause, and in the event the said 15% shall not be deposited then the said Special Commissioners shall forthwith at the same time and place proceed to again offer said property for sale upon the terms aforesaid. All chattel property will be paid for upon delivery.

Jan. 17, 1925.

GEORGE F. WHITLEY } Special
E. H. WILLIAMS } Commissioners

In the Clerk's Office of the Circuit Court of Isle of Wight County, Va.

W. B. Tilghmann Co., Inc., et als, Plaintiffs, vs. Eva H. Warren, Executrix, et als, Defendants.

I, R. A. Edwards, Clerk of the said Court, do certify that the bond required of the Special Commissioners by the decree rendered in said cause on Jan. 15, 1925, has been duly given.

Given under my hand as Clerk of said Court, January 16th, 1925

R. A. EDWARDS

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT:

.....

Wm. B. Tilghmann Co. Inc., et als,.....Plaintiffs.

vs) In Chancery.

Eva H. Warren, Executrix, et als,.....Defendants.

.....

TO THE JUDGE OF SAID COURT:

The undersigned, George F. Whitley and E. H. Williams, Special Commissioners, report to the Court that in pursuance of a decree entered in this cause on January 15, 1925, after having first executed the bond required by the said decree, and after having first advertised the time, place and terms of sale for the period of time required by the said decree, by hand bills posted in ten or more public places in the County of Isle of Wight, a copy of the said hand bills being hereto attached and made a part of this report, did on Thursday, January 29, 1925, at 10:30 o'clock A. M., on the premises, in the town of Smithfield, Virginia, offer for sale at public auction the house and lot in the bill and proceedings of this cause mentioned and described as follows, to-wit: All that certain house and lot situate on Church Street, in Smithfield, Virginia, bounded by the Pagan River, the lands of J. M. Chapman and B.P. Gay, deceased, It being the same house and lot of which J. E. Warren died, seized and possessed; at which sale, R. A. Edwards, being the highest bidder became the purchaser of the said house and lot for the sum of $ Four Thousand Five Hundred Fifty-five Dollars ($ 4555.00); and in pursuance of the terms of the said decree, the said purchaser has deposited with your said Commissioners a sum equal to fifteen percent of the purchase price.

Your Commissioners state that this sale was well advertised, that a fair size crowd attended the same, among the said crowd were several prospective purchasers who had previously inspected the house and lot to be sold; that the said house and lot sold for its fair value; and, your Commissioners, therefore, recom-

All Available Text Successfully Captured

mend confirmation of the said sale of the said house and lot as above setforth.

Your Commissioners further report that at the time of the above named sale and upon the same advertisement they sold the chattel property of the said J. E. Warren, dec'd, the total amount of the sale of the same is ~~$~~ Eight Hundred Fifteen & 85/100 Dollars ($815.85); an itemized statement of the sale of the said chattel-property is hereto attached and made a part of this report.

Respectfully submitted.

Geo. B. Whitley.
Special Commissioner

R. H. Wellborne
Special Commissioner.

Account of sales of J.E.Warren's personal estate.

One sofa,	$ 22.00
" Rocking chair,	4.50
" Victrola and records,	35.00
" One chair # 2,	5.00
" porch bench,	4.00
Two porch chairs,	3.25
Four burner oil stove,	5.00
Window shades,	.50
Typewriter desk,	15.00
" chair,	5.00
One leather rocking chair,	12.00
Curtains,	.75
Carving set,	1.00
Porch chair,	3.75
Willow rocking chair,	14.50
Typewriter,	15.25
One clock,	.50
Pictures,	.25
Rug # 6,	.25
3 Rugs,	.55
Waxer and mop	2.00
4 tin pans,	.10
Ironing board,	.50
Card table,	1.75
One white cain bottom,	1.50
Counterpin,	2.00
Settee,	15.50
Pictures,	.40
Pictures,	1.50
Rug # 2,	1.95
One picture,	.30
Pictures,	.40
" ,	.25
Serving table,	2.00
Pictures (on dining room wall),	1.00
Window shades,	.25
One lot of cups and saucers,	.75
Tin pan,	.85
" " ,	.25
Kitchen table,	.25
Rocking chair,	1.30
" "	1.50
Dresser,	8.00
Handkerchief,	.10
Bathing suit,	.10
Rug,	4.25
China ware,	.40
Bookrack,	.50
Rug,	2.75
Door mat,	.10
Two chairs,	2.00
Set of blue chinaware,	4.25
Rug,	.40
Pillow covers,	.40
Rug,	.75
Rug,	1.00
Table #2,	2.25
Bedstead and bureau,	15.00
Bed and springs,	5.00
Washstand,	1.00
Rug,	2.00
One piece of tracking,	5.75
Flowerstand,	2.75
Rug,	1.75
Rug,	.50
Mirror,	.35

Lap board,.....	.75
Two dishes,.....	.45
Bowl and dish,.....	1.10
Hat rack # 1,.....	3.00
Truck,.....	1.60
Hat rack # 2,.....	4.00
Table and contents,in.pantry,.....	1.25
Contents on cook stove,.....	3.50
Cook stove,.....	7.25
Bureau, washstand and contents,...	20.75
Contents on kitchen shelf,.....	.30
6 dining room chairs,.....	19.00
6 cain bottom chairs,.....	8.50
Dining room table,.....	5.25
China press,.....	9.00
Sideboard,.....	7.00
Cups and saucers,.....	.15
Blanket,.....	3.10
Small table,.....	1.10
Window shades,.....	.80
Desk,...	10.00
One plow,....	1.00
One double plow,.....	2.00
Bar to drag,.....	.35
Cart,...	4.25
Books and contents on diningroom T.	5.25
Vase,.....	.60
Fruit waiter,...	1.25
White table,.....	4.25
Screen doors,.....	.50
Cornstalk cutter,.....	27.00
Two vases,.....	.40
Glassware,.....	1.00
Pr. blankets,.....	2.25
Tea pot,.....	.50
Step ladder,.....	1.05
Glassware,.....	1.50
Iron bed and springs,.....	13.50
Counterpin,....	1.10
Cracker jar,.....	.45
Rocking chair,.....	2.10
Contents on table #2,.....	.50
Set of cups and saucers,.....	.60
Carving set,.....	.30
Typewriter (wornout one),.....	1.00
Clock #2,.....	2.25
Carpet sweeper,.....	.75
Rug in dining room,.....	21.00
Wardrobe,.....	10.00
Table,.....	2.50
Two pillows,...	1.35
Two pillows,..	2.10
Mattress,.....	9.00
One box and contents, junk,.....	.50
Chinaware,.....	1.80
Bookcase,.....	2.75
Tin pan,.....	.40
Contents on kitchen table,....	1.30
Hamboiler, etc,.....	.50
Refrigerator,.....	2.25
White chair,....	.75
Chair,....	1.00
Two tin pans,.....	.40
Washtub and baard,.....	1.10
Fruit jars,.....	.50
Porch bench,.....	.40
Rug on second floor,.....	8.00
Iron bed mattress and contents,...	15.00
Cott and blankets,.....	6.00
Rug,.....	3.00
Contents on third floor,.....	1.35
2 in 1 cultivator,.....	7.00

Two iron wheels,.....	.50
Clothes basket,.....	2.30
Table,.....	.80
Pile of junk on bed,.....	.85
Heater and pipe,.....	.25
Spur,.....	.15
Ink,.....	.30
Bath towelk ,.....	.35
" " ,.....	1.35
" " ,.....	.35
" " ,.....	.85
" " ,.....	.75
" " ,.....	.15
" " ,.....	.60
Lot of towells,.....	1.80
Horse collar,.....	1.30
2 pulleys,.....	1.30
Iron,.....	.10
Adding machine,.....	30.00
High stool,.....	1.50
Paper clamps.....	2.00
Iron safe,.....	36.00
Letter files,.....	2.75
Wicker Office chair,.....	6.00
Stove and pipe,.....	2.25
Table,.....	.10
Peanut weeder,.....	2.75
Mowing machine parts,.....	2.25
Flat plow,.....	1.00
Truck,....	1.00
" trucks at 1.75 each,..	3.50
Pr. scales,.....	6.00
Cultivator,.....	1.10
Saw mandle,.....	.50
Engine and truck,.....	50.00
" " " ,.....	65.00

Jessie Minton was one-half owner in both of these engins and trucks. and only paid for one-half.

Flat plow,.....	2.50
Bundle carrier,.....	.50
Guano drill,.....	5.25
Cultivator,.....	.75
Single plow,.....	1.50
Cotton planter,.....	1.70
Guano drill,.....	2.00
Peanutweeder,.....	2.25
Corn ~~pkantaxx~~.sheller,.....	7.50
Corn planter and guano drill combined	2.00
Corn planter,.....	1.25
Corn planter,.....	1.50
Peanut planter,.....	.75
Guano drill,.....	1.50
Corn planter and guano drill combined	1.00
Harness and truck,.....	1.50
Truck,.....	1.25
Cron and bean planter, combined,....	10.00
Cart saddle,.....	2.25
Guano drill,.....	1.25
2 in 1 cultivator,.....	5.00
Drag, ...	4.00
Harness,.....	1.75
Buggy shaves,.....	5.05
Cross bar to drag,.....	.75
Buggy shaves,.....	2.75
" "	5.05
Cross bar for drag,.....	.75
Cart and wheels,.....	31.00
1 wagon.....	33.00
	$893.35

Cost of sale,..... $20.00	77.50	$20.00	Cost of sale
Jesse Minton one-half of two engines and trucks $57.50	$815.85	57.50	J. Minton ½ engines & trucks.
Amount in hand.....	$815.85	$77.50	

9

Wm. B. Tilghmann Co. Inc.,

et als, Plaintiffs.

vs) In Chancery.

Eva H. Warren, Executrix,

et als, Defendants.

REPORT.

E. H WILLIAMS,
ATTORNEY AT-LAW.
SMITHFIELD, VIRGINIA

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT,

VIRGINIA.

.....

Wm. B. Tilghmann Co., Inc., and J. W. Holt, who sue in behalf of themselves and other creditors,..Plaintiffs.

vs.

Eva.H, Warren, Executrix, of the estate of J. E. Warren, deceased, and Eva. H. Warren in her own right,.Defendants.

.....

TO THE HONORABLE JUDGE OF SAID COURT:

The undersigned one of the Commissioners in Chancery of this Court, to whom has been referred the papers in this cause, for an execution of a decree entered therein on September 25th, 1924, respectfully reports that on November 5th, 1924, after due notice, did in the office of Geo. F. Whitley, Attorney at Law in the town of Smithfield, in this County, proceed with the execution of this decree, at which time and place your Commissioner attended and then and there took the evidence of C. W. Warren and J. M. Chapman in reference to the real estate of which J. E. Warren, died seized and possessed, also its description, location , annual and fee simple values and whether encumbered.

Your Commissioner reports that the said J. E. Warren at the time of his death was seized and possessed of all that certain, tract, piece or parcel of land, lying, being and situate in the County of Isle of Wight, State of Virginia, known as the "Longview Farm" and that since the death of the said J. E. Warren the said farm has been sold under a defaulted Deed of Trust.

Your Commissioner reports that the said J. E. Warren at the time of his death was seized and possessed

also of all that certain tract, piece or parcel of land lying, being and situate in the County of Surry State of Virginia, known as the "Gwaltney" farm, and that since the death of the said J. E. Warren the said farm has been sold under a defaulted Deed of Trust.

That the said J. E. Warren was also seized and possessed of all that certain lot, piece or parcel of land lying, being and situate in the town of Smithfield, County and State aforesaid, said lot being bounded by Church Street, the lot of J. M. Chapman, Pagan River and the lot of B. P. Gay, deceased.

That the annual value of said property is Three Hundred Dollars and the fee simple value is from Forty Five Hundred to Five Thousand Dollars.

That there are no liens against the said real estate.

Your Commissioner reports that Eva. H. Warren, wife of J. E. Warren deceased, has a dower interest in the said land and he is informed that she is willing that the entire property be sold and her dower commuted therein.

Your Commissioner reports that the outstanding unsecured indebtedness of the said J. E. Warren amounts to $19,932.33; and that the small amount of personal property belonging to the said J. E. Warren, deceased, is wholly inadequate to pay the said indebtedness.

Your Commissioner further reports that he has not had the opportunity to complete the execution of the said decree in full and it appears that it will be necessary to take considerable testimony to complete the same; he, therefore, files this partial report for the reason that he is informed that the house and lot above described is now unoccupied and is deteriorating in value and if the sale be

postponed it will redound to the injury of the creditors of the said J. E. Warren, deceased; and your Commissioner therefore recommends an immediate sale of the said house and lot and also recommends that such furniture as may be now therein be sold at public auction at the same time that the said house is sold or as soon thereafter as conveniently may be and also such other chattel property as shall belong to the estate of J. E. Warren, deceased.

Respectfully submitted-

R. A. Edwards
Commissioner in Chancery.

Mr. C. W. Warren being duly sworn deposes and says as follows:

Mr. Whitley:

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

A. C. W. Warren, retired farmer, Smithfield.

Q. Mr. Warren are you familiar with the home property of which J. E. Warren died, seized and possessed.

A. I think so.

Q. Have you seen it recently?

A. Saw it Sunday with you.

Q. What piece or property was this you just referred to?

A. The residence adjoining Jack Chapman on Church Street.

Q. Will you describe it as near as you can.

A. Well, I think, you mean the number of rooms?

Q. Describe the lot.

A. On the North side of Church, adjoing the property of Ben Gay on the West and Jack Chapman on the East and on the Pagan River at the back; it fronts on Church Street about thirty five or forty feet.

Q. Is there a house on the property and what condition is it?

A. Yes, house there, I consider it in fairly good condition, it is a two story house, hall in the center two rooms on one side, dinning room and kitchen and pantry on the other side?

Q. What is upstairs?

A. I say three rooms there, hall room in front and down below a bath, three big rooms I really coudln't swear to the hall room; it is in fair condition, of course it needs painting and all that and some repairs.

Q. What would you say would be a fair cash value of this property?

A. Between figures, between forty five hundred and five

thousand dollars.

Q. What bould be a fair rental value for this property per month?

A. To get a good interest in this town wouldn't rent for over Twenty five dollars, I should think you ought to get that/

Q. Is it located in a desirable residential section?

A. Well, I would consider it was, anybody likes Church Street it wouldn't be for me, as desirable as any place on that Street.

Q. Has the back lot any space for gardening purposes?

A. Yes, get a right good little garden down there, I don't know whether it narrows down or not, it is about forty feet at the back.

Q. Did Mr. Warren own any property in Surry County?

A. He owned a piece or property called the Lenn Gwaltney or Childress farm, which I understand sold under a deed of trust, and brought around sixty three hundred dollars.

Q. Was that a fair price?

A. I think that was all it was worth.

Q. Did he own any other land besides this piece?

A. He did own a farm called Longview in Isle of Wight County, on which I had a deed of trust and which was sold under deed of trust and brought about sixty two hundred dollars.

Q. Did this farm sell for its value?

A. I think so.

Q. Did you receive the entire amount of your deed of trust?

A. Yes, and there was something left.

Q. Did he own any other property in the town of Smithfield?

A. I understood he owned a one half interest in a store

house and lot which was occupied by G. N. Guy as a store, I understand that has recently been sold under a deed of trust and only brought a sufficient amount to satisfy same.

And further this deponent saith not.

L. Reddarin

Mr. J. M. Chapman being duly sworn deposes and says as follows:

Mr. R. A. Edwards:

Q. Mr. Chapman what is your name, age, residence and occupation?

A. J. M. Chapman, forty six years old, merchant, Smithfield.

Q. Were you familiar with the home property of which J. E. Warren died, seized and possessed.

A. Yes.

Q. Please state where located?

A. North side of Church Street, Smithfield, Va. adjoing the property of Ben Gay, J. M. Chapman and extends from Church Street to Pagan River.

Q. About what is the width of this lot?

A. About forth feet, may be forty five.

Q. Has it space enough in the rear for a farily good garden?

A. Only down hill, yes.

Q. Please state the kind of house and the condition of same on this lot.

A. Well its a two story junk, well it has a basement room and attic room, about seven room house, not including the kitchen and bath room.

Q. Equiped with water and lights?

A. Yes, water, lights and heat.

Q. Please state as near as you can what you consider the fee simple value of this house and lot.

A. Forty five hundred or five thousand.

Q. What do you consider a fair rental value?

A. Twenty five dollars per month.

Q. Do you know of any other real estate that was owned by Mr. J. E. Warren at the time of his death?

A. One half interest in Warren-Guy store house.

Q. What has become of that?

A. It was recently sold under a deed of trust and he owned Longview farm in Isle of Wight County, which was sold under a deed of trust, also a farm in Surry County, which was, I understand, sold under a deed of trust.

And further this deponent saith not.

J. M. Chapman

5

Wm. B. Tilghmann Co. et als

vs

Eva M. Warren et al

COMMISSIONER IN CHANCERY

REPORT.

Filed.
Dec. 6th 1924.
Dute. N. A. Edwards.
Clk.

1

An Inventory and Appraisement of the Chattel Estate of J. E. Warren

deceased, made on the 8th day of May, 1924.

EVERETT-WADDEY CO. RICHMOND, VA. 55452

	ARTICLES	VALUE
1	Two in one cultivator	10. 00
1	Single cultivator	1. 50
1	Disc. harrow	25. 00
1	Wagon	60. 00
1	Peanut Picker	250. 00
1	Engine on truck	100. 00
1	Wood saw	10. 00
1	Belt for picker	10. 00
1	Corn sheller	10. 00
1	Cart and wheels	25. 00
1	Two in one cultivator	10. 00
1	Cultivator	5. 00
2	Cotton plows	3. 00
1	Peanut planter	12. 00
1 Lot	Forks, spades, shovels, hoes etc-	3. 00
1 Lot	Bridles and harness	5. 00
1	Peanut weeder	5. 00
1	Mule	150. 00
1	Mule	150. 00
1	Mule	150. 00
1	Horse	100. 00
1	Peanut weeder	15. 00
1	Lot of guano	15. 00
1	Dray	8. 00
2	Single plows	5. 00
1	Double plows	2. 50
1	Guano sower	8. 00
1	safe	25. 00
1	Adding machine	75. 00
1	Typewriter	25. 00
1	Typewriter desk	12. 50
L	Stool, chair and table	3. 50
1	Stove	1. 00
1	Desk	5. 00

Appraisement of the Personal Estate of

_____ deceased

12

An Inventory and Appraisement of the Chattel Estate of J. E. Warren

deceased, made on the 8th day of May, 1924.

EVERETT-WADDEY CO. RICHMOND, VA. 55452

	ARTICLES	VALUE
2	Chairs	2. 00
1/2	interest in engine and saw	25. 00
½	T.H.C. 6 horse P. engine	100. 00
1	stalk cutter	10.00
5	trucks	10. 00
1	pr. scales	10. 00
1	" "	10. 00
1	Boat	500. 00
1	corn planter	2. 50
1	cotton planter	2. 50
1	guano sower	2. 50
1	Hat rack	5. 00
1	Two piece rack	10. 00
2	Hall stands	1. 00
1	grass carpet	2. 00
1	lot of small rugs	15. 00
3	chairs	1. 00
1	Porch 1.00, 4 porth chairs $5.00	6. 00
1	porch settee and [illegible]	2. 00
2	leather covered rockers	10. 00
1	lamp stand $1.00, 1 clock $2.00	3. 00
1	clock	2. 00
1	davenport	25. 00
1	voctrola	25. 00
1	lot of pictures	2. 00
1	trash basket	. 25
1	dinning room suit	75. 00
1	china press	10. 00
1	serving table	5. 00
1	vacuum cleaner	1. 00
2	brushes	1. 00
1	dinning room carpet	10. 00
6	cane bottom chairs	6. 00
1	lot of china	10. 00

Appraisement of the Personal Estate of

_____ deceased

3/

An Inventory and Appraisement of the Chattel Estate of J. E. Warren

deceased, made on the 8th day of May 1924

EVERETT-WADDEY CO. RICHMOND, VA. 55452

	ARTICLES	VALUE
1	picture	1. 00
1	lot of china in pantry	10. 00
1	cooking stove and utensils	25. 00
1	oil stove	5. 00
2	tables	2. 00
1	wash tub; board and I. board	. 50
1	Refrigerator	2. 00
1	Bed stead, mattress, little room	10. 00
1	bureau	10. 00
1	table	1. 00
1	Bed stead and mattress	20. 00
1	bureau	10. 00
1	wash stand	10. 00
1	table	1. 00
4	chairs	10. 00
1	Ball and pitcher etc.	3. 50
1	oil stove	1. 50
3	counter panes	5. 00
2	pair blankets	5. 00
1	army blanket	1. 00
2	crazy quilts	2. 00
1	rug	5. 00
1	bed and bureau	35. 00
1	wardrobe	10. 00
1	desk	5. 00
2	tables	2. 50
3	chairs	6. 00
1	Book case	1. 00
10	rag rugs	5. 00
1	lot bed clothing and towels	10. 00
1	rug	1.00
1	sofa	2. 00

Appraisement of the Personal Estate of

_____ deceased

4

An Inventory and Appraisement of the Chattel Estate of J. E. Warren

deceased, made on the 8th day of May, 1924.

EVERETT WADDEY CO. RICHMOND, VA. 55452

	ARTICLES	VALUE
1	cot and mattress	2.00
1	clothes basket	1.00
~~1~~	~~[illegible] mirror~~	~~1.00~~
1	Bed and pictures	2.00
	Estimated value of notes and accts.	2300.00
	Total	$4719.75
		$4719.75

~~I~~ hereby accept the above appraisement.

Appraisers { Geo. N. Dell K
Ben Dunn
W. S. & Sykes.

I hereby accept the above appraisement.

Ewa H. Warren
Administrator.

4-a

Appraisement of the Personal Estate of

J. E. Barren deceased

11/19/30

PLEASE REPORT IMMEDIATELY ANY DISCREPANCY

WM. B. TILGHMAN CO

MANUFACTURERS

TERMS
AS PER CONTRACT

FERTILIZERS

Salisbury, Md.

To J. E. Warren
Smithfield, Va.

1923 a/c TO MDSE. AS PER BILL REND.

March 28th - 50 tons "B" (4-8-4) @ 34.50		$1725.00
" " - Freight		75.00
April 7th - 50 tons "B" (4-8-4) @ 34.50		1725.00
" " - Freight		75.00
		$3600.00
Credit - May 5th -	915.00	
" - " " discount	120.00	1035.00
BALANCE DUE		$2565.00

J. E. Warren Note No. 3936

Amount of note - $1,000.00 (dated Dec. 26, 1923)
(due Jan. 25th, 1924)

Interest paid to date of maturity.

Interest to be charged from January 25, 1924.

Dilgtonians o/c
Filed 11/19/25.

$1,000 00

Salisbury, Md.

~~Smithfield, Va.~~ Dec. 26, 1922.

Thirty (30) days after date I promise to pay

to the order of Wm B. Tilghman Co.

One Thousand & no/100 The Central Bank, Salisbury, Md. 100 Dollars

without offset, at ~~BANK OF SMITHFIELD, SMITHFIELD, VA.~~, for value received.

And the endorser or endorsers of this note severally waive its presentment, notice of its dishonor or non-payment at maturity, and also further waive the protest of this note in case of non-payment at maturity, and also waive notice of any protest of the same if made. And we, the maker or makers, and endorser or endorsers, of this note, each hereby waive the benefit of our homestead exemption as to this debt, and further agree to pay ten per cent. of the amount of this obligation, as attorney fee, and all court costs which may be incurred, in any suit brought to enforce its collection.

L. E. Warren

No.

Due P. O. Smithfield, Va.

#3936

January 25th, 1924.

NORFOLK

Truck—Spring 1923.

AGREEMENT BETWEEN

F. S. ROYSTER GUANO COMPANY, Norfolk, Va.

AND

Mr. J. E. Warren
Smithfield Va

200 R&T

93½ RC

1. We hereby appoint you our agent, and agree to consign to you such amounts and kinds of fertilizers as from time to time shall be mutually agreed upon to be sold by you as our agent for our account, upon the terms and conditions hereinafter provided, and at not less than the consumers' basis prices set opposite the respective brands. In event sales are made at prices in excess of said basis prices, the overage is to be allowed you as an additional compensation.

2. The following brands and amounts are estimates of your requirements for the season, and all brands and prices are subject to change upon written notice:

Tons of 2,000 Pounds.	BRANDS.	Analysis. A. P. A.	Ammo.	Pot.	Consumers Basis Prices Per Ton in 200-Pound Sacks.
	ROYSTER'S Arrow 7% Potato Guano	6	7	5	$ 46.30.
	ROYSTER'S Domino Potato Guano	7	5	7	$ 40.80.
	ROYSTER'S Ripper Potato Guano	7	5	5	$ 39.20.
	ROYSTER'S Dolphin Truck Guano	5	10	3	$ 55.70.
	ROYSTER'S Velva Truck Guano	5	10	0	$ 53.35.
	Mystic	8	6	5	$ 44.05
		8	5	0	$ 36.10

3. The above listed prices are consumers' basis prices for consignment to you or shipment under your orders in carload lots F. O. B. Cars F.O.B. Norfolk Va. For shipment to other points the prices will vary according to the difference in the freight rates from basis ports to points of destination. When consignments to you or shipments under your orders are made in less than carload lots, the difference in freight and extra expense shall be added to the above prices.

4. You agree to remit us all cash paid you for our fertilizers sold for us promptly as received by you, and on cash payments received by us, on or before the following dates, the following cash discounts shall be allowed:

February 10th.....5% March 10th.....4% April 10th.....3% May 10th.....2%

June 10th.....1%

5. For and in consideration of the compensation, we agree to allow you, as hereinafter provided, you do hereby expressly guarantee, absolutely and unconditionally, prompt and complete payment of all notes and accounts resulting from sales made by you, without our being required first to exhaust any remedy at law or in equity against any of the principal debtors or makers of said notes, their endorsers, sureties or guarantors; and as evidence of your said guarantee, you agree to execute and deliver to us on or before the 10th day of each month, your negotiable promissory note or notes upon our forms for all sales made by you and not settled for in cash to us at the time of the execution and delivery of your said guaranty note or notes, and we are to be at liberty to use said note or notes, and to have the same discounted, and when paid by you, you will be entitled to the notes, accounts or other proceeds of sale for which they were given as a guarantee.

6. Your said guaranty notes shall be for all fertilizers sold by you, and not settled for in cash, at the basis prices designated hereunder, less the amount of your compensation as hereinafter provided, and shall bear interest at the rate of six per cent (6%) per annum after maturity, and shall be due and payable on.....July 15-1923.....payable at.....X.....

7. All time sales made by you shall mature not later than.....July 1-1923.....
Notes and accounts not paid at maturity shall bear interest after maturity at the rate of six per cent (6%) per annum until paid. At the times of delivery of our fertilizers you are to take from the purchasers negotiable promissory notes on our forms, payable to our order, which are to be delivered to us on demand, and if there have been any sales made for which notes have not been taken, but which stand as an open account on your books, you agree to furnish us upon demand a properly signed transferred list of such accounts, showing name and address of purchaser, and the number of bags of each grade, and the sale value thereof.

8. For and in consideration of your selling our fertilizers and guaranteeing payments in full as herein set forth and doing and performing all other things on your part agreed to be done and performed, we agree, upon full and complete performance of the same on your part, to allow you, in the manner set forth above, and as full and complete compensation therefor, a sum equal to FIVE PER CENT (5%) flat on the consumers' basis prices.

9. When cash is collected for the sale of our fertilizers after the delivery to us of your guaranty notes, you agree to remit such payments promptly as received, and we agree to allow you on such payments the cash discounts mentioned in Paragraph 4.

10. This contract is made subject to the additional provisions, conditions and agreements printed on the reverse side of this sheet and hereby referred to and made a part hereof, which have been read and are considered by both parties to this contract as much a part hereof as if printed or written on the face hereof.

11. Written and printed, this agreement is binding only when confirmed in writing by our authorized manager, and no verbal or written qualifications affecting prices, terms, or any other provisions whatsoever of this contract, shall be binding unless confirmed in writing by said manager.

I–We accept the above agreement on the terms herein stated,

this 12 day of June 1923

J. E. Warren
.....

Signed in triplicate,

F. S. ROYSTER GUANO COMPANY,

J. A. Shelly
.....
Salesman.

Confirmed:

W. T. Trump
.....
Manager.

13. You agree to keep proper books, records and accounts of our business, and we are to have access to the same at such time or times as we may desire, and you also agree to furnish us on request a report of stock on hand, and a statement of sales, compiled in a manner to show the name and address of each customer, the number of bags of each brand sold each customer, and the sale value thereof. The fertilizers consigned to you hereunder and the cash, notes, accounts, liens, bills of sale, and the proceeds thereof, resulting from the sale of said fertilizers shall at all times, be and remain our property and subject to our order, and all cash received by you on sales or collections shall be kept by you separate and distinct from other moneys and promptly remitted to us when and as received by you; and you relinquish and assign to us all your interest in any lien, mortgage or account taken by you, or due you for goods sold or money loaned to parties who have purchased any of our fertilizers from you until the amount due us for said fertilizers is fully paid.

14. We will, if we so elect, return to you for collection before their maturity all unpaid purchasers' notes or assigned accounts, which notes and accounts you agree to collect as our agent, free of expense to us, and agree to remit to us as and when received, all amounts collected on said notes and accounts.

15. And you hereby waive presentment and demand for payment of said purchasers' notes and accounts, protest and notice of default in payment of the same by the principal debtors or makers thereof, their endorsers, sureties and guarantors; and any renewal of purchasers notes or other forbearance or indulgence of any kind extended to the purchasers of fertilizers hereunder or to the maker or endorser of any notes given by them, shall not affect the terms and stipulations of this contract nor your liability to us as guarantor.

16. You agree to receive all fertilizers consigned to you under this agreement and to unload cars or vessels promptly on arrival, keep shipments clear of demurrage, car service, wharfage or warehouse charges, furnish safe and secure storage until sold or removed, to insure us against loss by fire, and be responsible to us for their loss or damage from any cause. And you agree on demand by us, to deliver at the railroad station, subject to our orders, free from expense, and in good order, any goods consigned to you hereunder and not sold by you at the time of our demand for their return.

17. All fertilizers and fertilizer materials in excess of the quantities set forth herein, or other than herein described, ordered by you, or consigned by us to you; also all fertilizers remaining in your possession, received by you under previous contracts with us, are to be considered as included in and covered by all terms and conditions of this contract; save that on fertilizer materials not listed herein, settlement shall be made in strict accordance with terms marked on our memorandum of goods consigned to you.

18. We shall not be liable in any respect for any failure or delay whatsoever, in the fulfillment or the performance of this contract, or any sales or orders taken hereunder, if prevented or hindered, directly or indirectly, by any cause, condition, occurrence, happening, agency, or other thing beyond our reasonable control; and you agree that all orders taken by you hereunder shall be with the express condition and understanding with the purchaser that the same shall be subject to all such contingencies.

19. It is further agreed that all deliveries under this contract are made with guaranty only of analysis on the sack, and not of results from use of said fertilizers, or otherwise; and before using these fertilizers, samples should be drawn and submitted to the state chemist (or other authorized state official) for analysis as provided by the law of the customers' state, and if any claim shall be made for inferiority or deficient analysis, the certificate of analysis by the state chemist (or other authorized state official) or his oral evidence shall be the best and only competent evidence of the contents of the goods, and shall be conclusive. If it shall appear from the said certificate, or test, that the goods do not come up to the guaranteed analysis, then the customer shall be entitled to recover the difference between the contract price and the actual value of the goods, as shown by the analysis made as above provided, which difference shall be ascertained, fixed and determined by the state chemist (or other authorized state official); and no other damage shall be recoverable for deficient analysis, or inferiority; provided, if damages for defective analysis or inferiority shall have been, or shall be assessed and paid as provided under State Statute, then no other or further damage shall be collectible under the contract. A failure to draw this sample and submit it to the state chemist (or other authorized state official) as above provided, shall be a full waiver on the customer's part of any claim for deficient analysis or inferiority hereunder. As soon as these fertilizers are received, the customer shall examine them, and in case of any shortage in weight, or count, error in tagging, or other objection to the goods, the customer shall notify the company within ten (10) days, giving the company opportunity to make inspection and correction before the fertilizers are used, otherwise any claim for damage under this analysis, as above stated, is hereby waived, and it is further agreed that the company shall not be liable for, or required to make good to the customer, any deficiency or claim for deficiency made or presented by any person purchasing from the customer.

20. We shall have the right to cancel this agreement immediately or withhold further deliveries, in case of any occurrence regarded by us as unfavorable to your credit, or, upon the violation or non-performance on your part of any agreement herein; but the terms of this contract as to closing unfinished business shall in either case govern, if not otherwise herein provided for.

21. Settlements offered by other manufacturers shall have no effect upon the settlement prices or terms provided herein.

INFORMATION FOR OFFICE

FACTORY FREIGHT

Baltimore, Md.....
Norfolk, Va.....
Lynchburg, Va.....
Tarboro, N. C.....
Charlotte, N. C.....
Washington, N. C.....
Columbia, S. C.....
Macon, Ga.....
Montgomery, Ala.....
Birmingham, Ala.....

BASIS FREIGHT

.....
.....
.....

SHIPPING POINTS, Etc.

Norfolk
.....
.....
.....
.....
.....
.....
.....
.....

GUARANTY.

FOR ONE DOLLAR, and other good and valuable considerations, receipt of which is hereby acknowledged, we, the undersigned, jointly and severally, hereby guarantee to F. S. ROYSTER GUANO COMPANY, the full performance of all agreements contained in the agreement appearing on both sides of this sheet, and to endorse any and all notes given or taken under said agreement, and hereby further guarantee to said F. S. ROYSTER GUANO COMPANY, or assigns, the prompt payment at maturity, or any time thereafter, of all accounts receivable, acceptances and notes given or taken under said agreement, with interest, according to the tenor and effect thereof. This guaranty shall be directly enforcible against us without resorting to parties otherwise liable or exhausting any or all remedies against them. This is an absolute and continuing guaranty and any indulgence, renewals, extensions, substitutions or variations in accounting or settlement, or changes in price hereafter permitted or agreed upon by the parties to said contract shall not release us as guarantors hereunder, and we hereby waive notice of default in the performance of, and notice of maturity and non-payment of any and all indebtedness accruing under said contract, and also demand, protest and notice of default in payment of all notes, acceptances, and other obligations made, accepted or created thereunder and hereby expressly waive notice of acceptance of this guaranty.

WITNESS.....hand and seal this.....day of.....19....

at.....State of.....

.....(SEAL)

Witness :.....(SEAL)

.....

JAN 31 1 24 PM '23
RECEIVED
RIGHT DEPARTMENT

VA., SPRING 1923.

AGREEMENT BETWEEN

F. S. ROYSTER GUANO COMPANY, NORFOLK, VA.

AND

Mr. J. Ed Warren Smithfield N. C.

200 R&T

1. We hereby appoint you our agent, and agree to consign to you such amounts and kinds of fertilizers as from time to time shall be mutually agreed upon to be sold by you as our agent for our account upon the terms and conditions hereinafter provided, and at not less than the consumers' basis prices set opposite the respective brands. In event sales are made at prices in excess of said basis prices the overage is to be allowed you as an additional compensation.

2. The following brands and amounts are estimates of your requirements for the season, and all brands and prices are subject to change upon written notice:

Tons of 2,000 lbs.	BRANDS	Analysis A.P.A.	Analysis Ammo	Analysis Pot.	Consumers' Basis Prices Per Ton in 200-lb. sacks	Tons of 2,000 lbs.	BRANDS	Analysis A.P.A.	Analysis Ammo	Analysis Pot.	Consumers' Basis Prices Per Ton in 200-lb. sacks
	Milo Guano	8%	4%	4%	$38.50		10-4 Phosphate and Potash	10	0	4	$23.10
	BONANZA Tobacco Guano	8	3	3	$33.30		10-2 Phosphate and Potash	10	0	2	$21.35
	MARLBORO Cotton Grower	8	3	3	$33.30		16% Acid Phosphate	16	0	0	$17.00
	Delta Tobacco Guano	8	3	2	$32.45		Muriate Potash				$52.00
	ORINOCO Tobacco Guano	8	2.50	3	$31.15						$
	FARMERS BONE Fertilizer	8.50	2	2	$28.60						$
		8	1¼	4	$26.60						$

3. The above listed prices are consumers' basis prices for consignment to you or shipments under your orders in carload lots F. O. B. Cars F.O.B. Norfolk Va. For shipment to other points the prices will vary according to the difference in the freight rates from basis ports to points of destination. When consignments to you or shipments under your orders are made in less than carload lots, the difference in freight and extra expense shall be added to the above prices.

4. You agree to remit us all cash paid you for our fertilizers sold for us promptly as received by you, and on cash payments received by us, on or before the following dates, the following cash discounts shall be allowed:

January 10th	9%	March 10th	7%	May 10th	5%	July 10th	3%
February 10th	8%	April 10th	6%	June 10th	4%	August 10th	2%

5. For and in consideration of the compensation we agree to allow you, as hereinafter provided, you do hereby expressly guarantee, absolutely and unconditionally, prompt and complete payment of all notes and accounts resulting from sales made by you, without our being required first to exhaust any remedy at law or in equity against any of the principal debtors or makers of said notes, their endorsers, sureties or guarantors; and as evidence of your said guarantee, you agree to execute and deliver to us on or before the 10th day of each month, your negotiable promissory note or notes upon our forms, for all sales made by you, and not settled for in cash to us at the time of the execution and delivery of your said guaranty note or notes, and we are to be at liberty to use said note or notes, and to have the same discounted, and when paid by you, you will be entitled to the notes, accounts or other proceeds of sale for which they were given as a guarantee.

6. Your said guaranty notes shall be for all fertilizers sold by you, and not settled for in cash, at the basis prices designated hereunder, less the amount of your compensation as hereinafter provided, and shall bear interest at the rate of 6% per annum from May 1st, 1923, until paid, and shall be due and payable in equal sums, respectively, as follows: Average Nov 1-1923

payable at X

7. To a consumer purchasing fertilizers for shipment and delivery in solid carload lots, you may deduct and allow a flat FIVE PER CENT (5%) trade discount from the consumers' basis prices named above, and on this class of business your compensation shall be a sum equal to FIVE PER CENT (5%) flat on the consumers' basis prices designated above.

8. For such sales as are made by you that are not settled for in cash, you must add to the basis prices named above interest at the rate of six (6) per cent per annum from May 1st, 1923, until paid. All time sales made by you shall mature not later than Oct 1-1923, and at the times of delivery of our fertilizers you are to take from the purchasers negotiable promissory notes on our forms, payable to our order, which are to be delivered to us on demand, and if there have been any sales made for which notes have not been taken, but which stand as an open account on your books, you agree to furnish us upon demand a properly signed transferred list of such accounts, showing name and address of purchaser, and the number of bags of each grade, and the sale value thereof.

9. For and in consideration of your selling our fertilizers and guaranteeing payments in full as herein set forth and doing and performing all other things on your part agreed to be done and performed, we agree, upon full and complete performance of the same on your part, to allow you, in the manner set forth above, and as full and complete compensation therefor, a sum equal to TEN PER CENT (10%) flat on the consumers' basis prices; except that your compensation will be only a sum equal to FIVE PER CENT (5%) flat on the consumers' basis prices where you deduct and allow the FIVE PER CENT (5%) trade discount to a consumer purchasing for shipment and delivery in a solid carload lot, as authorized in paragraph 7 hereof.

10. When cash is collected for the sale of our fertilizers after the delivery to us of your guaranty notes, you agree to remit such payments promptly as received, and we agree to allow you on such payments the cash discounts mentioned in paragraph 4.

11. This contract is made subject to the additional provisions, conditions and agreements printed on the reverse side of this sheet and hereby referred to and made a part hereof, which have been read and are considered by both parties to this contract as much a part hereof as if printed or written on the face hereof.

12. Written and printed, this agreement is binding only when confirmed in writing by our authorized Manager, and no verbal or written qualifications affecting prices, terms, or any other provisions whatsoever of this contract, shall be binding unless confirmed in writing by said Manager.

I-We accept the above agreement on the terms herein stated,

this 12 day of Jan, 1923.

X

Signed in triplicate,

F. S. ROYSTER GUANO COMPANY,

Salesman.

Confirmed:

Manager.

13. You agree to keep proper books, records and accounts of our business, and we are to have access to the same at such time or times as we may desire, and you also agree to furnish us on request a report of stock on hand, and a statement of sales, compiled in a manner to show the name and address of each customer, the number of bags of each brand sold each customer, and the sale value thereof. The fertilizers consigned to you hereunder and the cash, notes, accounts, liens, bills of sale, and the proceeds thereof, resulting from the sale of said fertilizers shall at all times, be and remain our property and subject to our order, and all cash received by you on sales or collections shall be kept by you separate and distinct from other moneys and promptly remitted to us when and as received by you; and you relinquish and assign to us all your interest in any lien, mortgage or account taken by you, or due you for goods sold or money loaned to parties who have purchased any of our fertilizers from you until the amount due us for said fertilizers is fully paid.

14. We will, if we so elect, return to you for collection before their maturity all unpaid purchasers' notes or assigned accounts, which notes and accounts you agree to collect as our agent, free of expense to us, and agree to remit to us as and when received, all amounts collected on said notes and accounts.

15. And you hereby waive presentment and demand for payment of said purchasers' notes and accounts, protest and notice of default in payment of the same by the principal debtors or makers thereof, their endorsers, sureties and guarantors; and any renewal of purchasers notes or other forbearance or indulgence of any kind extended to the purchasers of fertilizers hereunder or to the maker or endorser of any notes given by them, shall not affect the terms and stipulations of this contract nor your liability to us as guarantor.

16. You agree to receive all fertilizers consigned to you under this agreement and to unload cars or vessels promptly on arrival, keep shipments clear of demurrage, car service, wharfage or warehouse charges, furnish safe and secure storage until sold or removed, to insure us against loss by fire, and be responsible to us for their loss or damage from any cause. And you agree on demand by us, to deliver at the railroad station, subject to our orders, free from expense, and in good order, any goods consigned to you hereunder and not sold by you at the time of our demand for their return.

17. All fertilizers and fertilizer materials in excess of the quantities set forth herein, or other than herein described, ordered by you, or consigned by us to you; also all fertilizers remaining in your possession, received by you under previous contracts with us, are to be considered as included in and covered by all terms and conditions of this contract; save that on fertilizer materials not listed herein, settlement shall be made in strict accordance with terms marked on our memorandum of goods consigned to you.

18. We shall not be liable in any respect for any failure or delay whatsoever, in the fulfillment or the performance of this contract, or any sales or orders taken hereunder, if prevented or hindered, directly or indirectly, by any cause, condition, occurrence, happening, agency, or other thing beyond our reasonable control; and you agree that all orders taken by you hereunder shall be with the express condition and understanding with the purchaser that the same shall be subject to all such contingencies.

19. It is further agreed that all deliveries under this contract are made with guaranty only of analysis on the sack, and not of results from use of said fertilizers, or otherwise; and before using these fertilizers, samples should be drawn and submitted to the state chemist (or other authorized state official) for analysis as provided by the law of the customers' state, and if any claim shall be made for inferiority or deficient analysis, the certificate of analysis by the state chemist (or other authorized state official) or his oral evidence shall be the best and only competent evidence of the contents of the goods, and shall be conclusive. If it shall appear from the said certificate, or test, that the goods do not come up to the guaranteed analysis, then the customer shall be entitled to recover the difference between the contract price and the actual value of the goods, as shown by the analysis made as above provided, which difference shall be ascertained, fixed and determined by the state chemist (or other authorized state official); and no other damage shall be recoverable for deficient analysis, or inferiority; provided, if damages for defective analysis or inferiority shall have been, or shall be assessed and paid as provided under State Statute, then no other or further damage shall be collectible under the contract. A failure to draw this sample and submit it to the state chemist (or other authorized state official) as above provided, shall be a full waiver on the customer's part of any claim for deficient analysis or inferiority hereunder. As soon as these fertilizers are received, the customer shall examine them, and in case of any shortage in weight, or count, error in tagging, or other objection to the goods, the customer shall notify the company within ten (10) days, giving the company opportunity to make inspection and correction before the fertilizers are used, otherwise any claim for damage under this analysis, as above stated, is hereby waived, and it is further agreed that the company shall not be liable for, or required to make good to the customer, any deficiency or claim for deficiency made or presented by any person purchasing from the customer.

20. We shall have the right to cancel this agreement immediately or withhold further deliveries, in case of any occurrence regarded by us as unfavorable to your credit, or, upon the violation or non-performance on your part of any agreement herein; but the terms of this contract as to closing unfinished business shall in either case govern, if not otherwise herein provided for.

21. Settlements offered by other manufacturers shall have no effect upon the settlement prices or terms provided herein.

INFORMATION FOR OFFICE

FACTORY FREIGHT

Baltimore, Md.....
Norfolk, Va.....
Lynchburg, Va.....
Tarboro, N. C.....
Charlotte, N. C.....
Washington, N. C.....
Columbia, S. C.....
Macon, Ga.....
Montgomery, Ala.....
Birmingham, Ala.....

BASIS FREIGHT

Norfolk, Va.....
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SHIPPING POINTS, Etc.

Ships Norfolk, Va.....
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GUARANTY.

FOR ONE DOLLAR, and other good and valuable considerations, receipt of which is hereby acknowledged, we, the undersigned, jointly and severally, hereby guarantee to F. S. ROYSTER GUANO COMPANY, the full performance of all agreements contained in the agreement appearing on both sides of this sheet, and to endorse any and all notes given or taken under said agreement, and hereby further guarantee to said F. S. ROYSTER GUANO COMPANY, or assigns, the prompt payment at maturity, or any time thereafter, of all accounts receivable, acceptances and notes given or taken under said agreement, with interest, according to the tenor and effect thereof. This guaranty shall be directly enforcible against us without resorting to parties otherwise liable or exhausting any or all remedies against them. This is an absolute and continuing guaranty and any indulgence, renewals, extensions, substitutions or variations in accounting or settlement, or changes in price hereafter permitted or agreed upon by the parties to said contract shall not release us as guarantors hereunder, and we hereby waive notice of default in the performance of, and notice of maturity and non-payment of any and all indebtedness accruing under said contract, and also demand, protest and notice of default in payment of all notes, acceptances, and other obligations made, accepted or created thereunder and hereby expressly waive notice of acceptance of this guaranty.

WITNESS.....hand and seal this.....day of.....19....

at.....State of.....

.....(SEAL)

Witness :.....(SEAL)

.....

JAN 31 1 25 PM 23

Smithfield Va
August 7th 1928

List of accounts and notes held in the office of J. E. Warren as collateral for F. S. Royster Guano Company.

Atkins, C. W.	$32.00	Gale, Jack M.	$ 56.53
Allmond, Samuel X	60.00	Gwaltney, Taylor W.	647.75
Bailey, James E.	46.00	Green, Eddie	175.57
Bowman, John J.	213.51	Garner, J. L.	92.03
Bassett, W. E..	237.60	Gale, Joe F.	23.00
Bailey, Martha	66.60	Godwin, J. C.	33.65
Bell, Cllie	172:21	Hall, John H.	97.00
Brown, James B. X	65.00	Harris, J. H.	64.00
Brown, Herbert X	51.20	Hubbard, H.	90.00
Bulls, C. B.	30.00	Hundley, C. B.	65.38 X
Bulls, S. R.	64.00	Holt, J. W.	120.00
Brown, Herbert H.	70.00	Holloway, Joshua	45.58
Blount, E. T.	20.00	Hundley, J. M.	45.00
Bell, J. E.	13.00	Hundley, E. J.	65.00
Byrd , Pleasant	74.95	Hubbard, H.	146.26
Bailey, L. A. X	85.00	Harris, Bob	65.11
Bassett, L. E.	39.63	Hill, Jas. R.	67.00
Bailey, Joe	32.94	Harris, Phenias	50.00
Chapman, John E.	50.00	Hubbard, H.	179.00
Campbell, F. K.	48.54	Jenkins, John	34,00
Crawley, George X	28.25	Jones, Thos. W. X	204.04
Cox, W. R.	100.00	Jordan, C. H.	65.00
Dashiell, H. G.	250.00	Jones, Reuben W.	102.28
Delk, W. L.	84.24	Jones, L. Q.	95.00
Edwards, Clifton	79.00	Johnson, James	27.00
Everett, J. J.	112.00	Jones, G. F.	106.26
Ensley, Chas. N. X	73.46	Jones, W. B. X	268.19
Eley, Albert X	30.00	Key, Tom	17.00
Fred Edwards,	17.00	Laine, F. B.	56.56
Edwards, Mrs. S. L.	88.00	Liggins, Chaiborne	108.00
Everrett, J. A.	35.00	Minga, Sam	35.00
Ellis, James	25.00	Moody, H. E.	95.18
Gale, W. B.	75.00	Mayfield, Jim X	160.00

✓	Manning, H. G.	$ 80.00	W	Anthony, John NG	$ 40.69
✓	Norsworthy, A. C.	92.00	✓	Barlow, W. N.	35.75 NG
✓	Nurney, William M F Bic	181.72	✓	Ballard, Neal	30.85
✓	Norsworthy, J. S.	23.00	✓	Barlow, G. C.	129.50
W	Cberry, G. F. NG	65.00	✓	Bassett, W. E.	66.45
✓	Parsons, Hayden	36.05	✓	Ballard, John	36.80
✓	Parker, M. W.	60.00	✓	Brown, Herbert	39.67
W	Pierce, T. L. NG	46.70	✓	Blow, Ned	18.60
✓	Price, G. I.	50.00	✓	Cofer, Mrs. Louis	53.45
✓	Parson, Hayden	22.00	✓	Driver, W. B.	78.94
W	Parker, Jim Est J	300.06	✓	Dunn. J. C.	102.65
W	Pedin, B. N. NG	74.97	✓	Dashiell, T A.	248.53
✓	Parker, Sam X NG	104.30	✓	Darden, Charlie	28.00
✓	Spady, C. W. X NG	308.50	✓	Edwards, J. D.	43.92
✓	Smith, L. G.	25.00	✓	Edwards, Clarence	37.26
W	Smith, James E. NG	147.50	✓	Edwards, Rob X NG	67.08
✓	Spady C. W. NG	32.00	✓	Edwards, Sam L.	1,120.10
✓	Turner, W. A. NG	64.20	✓	Godwin, David T.	83.00
✓	Turner, A. L. W. X	163.25	✓	Gale, W. C. X	149.47
✓	Thacker, C. H.	65.97	✓	Gwaltney, J. L.	50.60
✓	Tynes, R. H.	64.00	✓	Hall, M. F. X NG	325.73 died ? T.
✓	Simmons, J. B.	39.00	✓	Hundley, M. T.	57.85
W	Whitley, L. Homer J.P.	131.80	✓	Howell, J. J.	24.60
✓	Whitley, G. J.	109.59			$12,004.27
✓	Winnegan, Waverly	86.80			
✓	Watkins, Junious H.	45.64			
✓	Whitley, W. C. X 25	50.00			
	Wilson, Sudie	50.00			
✓	Wrenn, Robt.	40.00			
✓	White, J. N . J. P.	105.00			
W	Wilson, John B. NG	95.83			
✓	Warren, J. C. J. P.	305.05			
✓	Whitley, James A.	110.35			
✓	Vincent, James	90.00			

COPY

$3000.00 Smithfield, Va. July 26th, 1923 192

On February 1st, 1924 days after date the undersigned, jointly and severally, promise to pay to the order of F. S. ROYSTER GUANO COMPANY, Norfolk, Va.,

Three Thousand and no/100 - DOLLARS,

for value received, payable at office of F. S. Royster Guano Co., Norfolk, Va.

with interest from maturity at the rate of 6 % per annum, and with all costs of collection, including attorney's fees of ten per cent, if incurred, if payment is not made at maturity; th eundersigned having deposited with the said company as collateral security for the payment of this note, or any renewal or renewals thereof, or any other debt now due or that may hereafter become due to the said company, the following securities:

List of accounts and notes enclosed with letter of Aug. 7th, 1923 to the amount of $12,004.27

And the undersigned, jointly and severally, hereby give the holder hereof full power and authority to sell, assign, and deliver the whole or any part of said collaterals or any substitutes thereof, or any additions thereto, at public of private sale, at the option of such holder, on the non-performance of any of the promises or agreements herein contained, without notice of the amount claimed to be due, without demand of payment, without advertisement, and without notice of the time and place of sale, each and every condition of which is hereby expressly waived. And upon such sale, by virtue hereof the holder hereof may become purchaser, and have the same assigned and delivered to it by its President or Treasurer, of the whole or any part of such securities discharged from any right of redemption, which is hereby expressly released to the holder hereof, who shall retain a claim against the maker hereof or the endorser or endorsers hereon for any deficiency arising from such sale.

And it is also agreed that said collaterals may from time to time, by mutual consent, be exchanged for others, which shall also be held by said F. S. ROYSTER GUANO COMPANY upon the terms above set forth; and in case of any exchange of, or additions to the collaterals above named, the provisions of this note and agreement shall extend to such new or additional collaterals.

If the undersigned, either jointly or severally, shall fail to perform any of the promises herein contained, or shall become insolvent, make a general assignment for the benefit of creditors, file a voluntary petition in bankruptcy, or if a petition in bankruptcy be filed against the undersigned, either jointly or severally, then this note shall be forthwith due and payable, and in any such event all property of the undersigned in the possession or under the control of the holder hereof shall be collateral security hereunder.

We, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead Exemption as to this debt and contract, and respectively further waive presentment, demand of payment, protest and notice of non-payment.

(signed) J. E. Warren

R 1427 due 2/1/24

We the endorser or endorsers, hereby waive presentment, demand of payment, protest and notice of non-payment.

COPY

$3757.85 Smithfield, Va. July 26th, 1923

On January 1st, 1924 - - - - - - - - - - - - days after date the undersigned, jointly and severally, promise to pay to the order of F. S. ROYSTER GUANO COMPANY, Norfolk, Va.,

Thirty seven hundred fifty seven and 85/100 - DOLLARS,

for value received, payable at office of F. S. Royster Guano Co., Norfolk Va.

with interest from maturity at the rate of 6 % per annum, and with all costs of collection, including attorney's fees of ten per cent, if incurred, if payment is not made at maturity; th eundersigned having deposited with the said company as collateral security for the payment of this note, or any renewal or renewals thereof, or any other debt now due or that may hereafter become due to the said company, the following securities:

List of accounts and notes enclosed with letter of Aug. 7th, 1923 to the amount of $12,004.27

And the undersigned, jointly and severally, hereby give the holder hereof full power and authority to sell, assign, and deliver the whole or any part of said collaterals or any substitutes thereof, or any additions thereto, at public of private sale, at the option of such holder, on the non-performance of any of the promises or agreements herein contained, without notice of the amount claimed to be due, without demand of payment, without advertisement, and without notice of the time and place of sale, each and every condition of which is hereby expressly waived. And upon such sale, by virtue hereof the holder hereof may become purchaser, and have the same assigned and delivered to it by its President or Treasurer, of the whole or any part of such securities discharged from any right of redemption, which is hereby expressly released to the holder hereof, who shall retain a claim against the maker hereof or the endorser or endorsers hereon for any deficiency arising from such sale.

And it is also agreed that said collaterals may from time to time, by mutual consent, be exchanged for others, which shall also be held by said F. S. ROYSTER GUANO COMPANY upon the terms above set forth; and in case of any exchange of, or additions to the collaterals above named, the provisions of this note and agreement shall extend to such new or additional collaterals.

If the undersigned, either jointly or severally, shall fail to perform any of the promises herein contained, or shall become insolvent, make a general assignment for the benefit of creditors, file a voluntary petition in bankruptcy, or if a petition in bankruptcy be filed against the undersigned, either jointly or severally, then this note shall be forthwith due and payable, and in any such event all property of the undersigned in the possession or under the control of the holder hereof shall be collateral security hereunder.

We, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead Exemption as to this debt and contract, and respectively further waive presentment, demand of payment, protest and notice of non-payment.

(signed) J. E. Warren

R 1426 due 1/1/24

We the endorser or endorsers, hereby waive presentment, demand of payment, protest and notice of non-payment.

COPY

$3000.00 Smithfield, Va. July 26th, 1923 92

On December 1st, 1923 - - - - - - - - - - - days after date the undersigned, jointly and severally, promise to pay to the order of F. S. ROYSTER GUANO COMPANY, Norfolk, Va.,

Three thousand and no/100 - DOLLARS,

for value received, payable at office of F. S. Royster Guano Co., Norfolk, Va.,

with interest from maturity at the rate of 6 % per annum, and with all costs of collection, including attorney's fees of ten per cent, if incurred, if payment is not made at maturity; th eundersigned having deposited with the said company as collateral security for the payment of this note, or any renewal or renewals thereof, or any other debt now due or that may hereafter become due to the said company, the following securities:

List of accounts and notes enclosed with letter of August 7th, 1923 to the amount of

$12,004.27

And the undersigned, jointly and severally, hereby give the holder hereof full power and authority to sell, assign, and deliver the whole or any part of said collaterals or any substitutes thereof, or any additions thereto, at public of private sale, at the option of such holder, on the non-performance of any of the promises or agreements herein contained, without notice of the amount claimed to be due, without demand of payment, without advertisement, and without notice of the time and place of sale, each and every condition of which is hereby expressly waived. And upon such sale, by virtue hereof the holder hereof may become purchaser, and have the same assigned and delivered to it by its President or Treasurer, of the whole or any part of such securities discharged from any right of redemption, which is hereby expressly released to the holder hereof, who shall retain a claim against the maker hereof or the endorser or endorsers hereon for any deficiency arising from such sale.

And it is also agreed that said collaterals may from time to time, by mutual consent, be exchanged for others, which shall also be held by said F. S. ROYSTER GUANO COMPANY upon the terms above set forth; and in case of any exchange of, or additions to the collaterals above named, the provisions of this note and agreement shall extend to such new or additional collaterals.

If the undersigned, either jointly or severally, shall fail to perform any of the promises herein contained, or shall become insolvent, make a general assignment for the benefit of creditors, file a voluntary petition in bankruptcy, or if a petition in bankruptcy be filed against the undersigned, either jointly or severally, then this note shall be forthwith due and payable, and in any such event all property of the undersigned in the possession or under the control of the holder hereof shall be collateral security hereunder.

We, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead Exemption as to this debt and contract, and respectively further waive presentment, demand of payment, protest and notice of non-payment.

(signed) J. E. Warren

R 1425 due 12/1/23

We the endorser or endorsers, hereby waive presentment, demand of payment, protest and notice of non-payment.

COMMISSIONER'S OFFICE,

OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT, VA.

COMMONWEALTH OF VIRGINIA,

TO THE SERGEANT OF THE CITY OF RICHMOND:

We command you that you summon William H. Pond, late of the town of Smithfield, County of Isle of Wight, to appear before the undersigned, a Commissioner in Chancery of the Circuit Court of the County of Isle of Wight, at his office at Isle of Wight Courthouse, Virginia, on Wednesday the 25th day of February, 1925, at eleven o'clock A. M., to give evidence and be further examined, which said evidence so taken together with that heretofore taken, is to be used by the undersigned Commissioner in makeing and reporting to the Court an account required by a certain decree entered by the Circuit Court of the County of Isle of Wight on the 25th day of September, 1924, in a Chancery cause, of W. B. Tilghmann Company Inc., and J. W. Holt, who sue in behalf of themselves and such other creditors as may contribute to the cost of same, vs. Eva H. Warren, Executrix of the estate of J. E. Warren, deceased, and Eva H. Warren, in her own right, which said cause is now pending in the aforesaid Court, and this the witness named shall in no wise omit.

Given under my hand as Commissioner in Chancery of the Circuit Court for the County of Isle of Wight, this the 19th day of February, 1925.

R. A. Edmonds

COMMISSIONER IN CHANCERY.

Executed in the City of Richmond. Va Feb 21st 1925
by delivering a true Copy of within summon to
~~Mrs William H. Pond wife~~ by William H. Pond
Miss M.B. Pond sister

John G. Saunders
Sergeant
By J H Floyd D.S

Miss M. B. Pond

2500½ Kensington Ave

Dilgham et ux
vs Com Motive
Notice et ux

2500½ Kensington Ave
W. E. 13753

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

We command you that you summon EVA H. WARREN, IN HER OWN RIGHT, AND AS EXECUTRIX OF THE ESTATE OF J. E. WARREN, DECEASED.,

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight at the rules to be holden for the said Court on the Third Monday in May, 1924, to answer a bill in chancery exhibited against her in our said Court by William B. Tilghman Company, & J. W. Holt who sue on behalf of themselves and such other creditors of J. E. Warren, deceased, as may come in and contribute to the cost of this suit;

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-house, this 24th day of April, 1924, and in the 148th year of the Commonwealth.

R. A. Edwards Clerk.

E.H.Williams, p.q.

2

Wm B. Leighman Co-Adms.

Vs Chancery No.....

Eva M. Warren, Executrix &c.

ORIGINAL SUBPOENA.

VIRGINIA, Clerk's office of the Circuit Court of the County of Isle of Wight:

May 19th 1924

Returned, entered and filed.

Teste:

.....*Clerk*

To May 19th = 2nd Mo *Rules.*

E. P. Williams

I executed the within notice this the 25 day of April 1924 by delivering a true copy of the same to Eva M. Warren Executrix in person in the County of Isle of Wight.

W. R. Chapman

Sheriff of Isle of Wight Co.

Sheriff's fee 40¢ to E. P. Williams

W. R. C.

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT,

VIRGINIA.

....

Wm. B. Tilghmann Co., Inc., and J. W. Holt, who sue in behalf of themselves and other Creditors,...Plaintiff.

vs.

Eva H. Warren, Executrix, of the estate of J. E. Warren, deceased, and Eva H. Warren in her own right, Defendants.

.....

TO THE JUDGE OF SAID COURT:

Humbly complaining, Wm. B. Tilghmann Co. Inc., and J. W. Holt, who bring this suit on behalf of themselves and all other Creditors of the estate of J. E. Warren, deceased, showeth unto the Court that in February, 1924, the said J. E. Warren, died, testate, and that on February 11, 1924, the last will and testament of the said J. E. Warren, was duly probated before the Clerk of this Court and the said Eva H. Warren, was on the said day of February, 1924, appointed Executrix as aforesaid, and qualified as such without surety.

Your Orator the said Wm. B. Tilghmann Co. Inc., showeth unto the court that the said J. E. Warren, who did business under the firm name of J. E. Warren & Co., was at the time of his death, indebted to your said orator for the sum of $3650.00. $1000.00 of the said sum being evidenced by note;

Your Orator the said J. W. Holt, showeth unto the court, that the said J. E. Warren at the time of his death, was indebted to your said Orator on the sum of about $3000.00; but your said Orator, the said J. W. Holt, is unable to state the exact amount of such indebtness of the said J. E. Warren, dec'd, for the reason that

your Orator the said J. W. Holt and the said J. E. Warren, dec'd, were for a number of years engaged in the business of buying and selling horses and mules, as partners, and were so engaged at the time of the death of the said J. E. Warren; the said J. E. Warren, dec'd, having had control of all the funds of the said partnership and having failed to render to your said Orator a statement of the amount of profits due to him on account of the said partnership;

Your Orator, the said J. W. Holt, further showeth unto the court, that the said Eva H. Warren, Executrix, of the said J. E. Warren, dec'd, has in her possession various and sundry notes, bonds and other evidences of debts belonging to the partnership composed of your orator and the said J. E. Warren, dec'd, and has refused and still doth refuse to deliver the said notes, bonds and other evidences of debts to your said Orator, who is the only surviving partner of the said partnership.

Your Orators further state to the court that the said J. E. Warren, dec'd, by his last will and testament, devised all of his property to the said Eva H. Warren.

Your Orators further represent unto the court that the said J. E. Warren, ~~dec'd~~ died, seized and possessed of a certain house and lot, lying, being and situate in the town of Smithfield, Virginia, located on Church Street, and bounded by the Pagan river, and the lands of J. M. Chapman and B. P. Gay; and that the said J. E. Warren, at the time of his death was also seized and possessed of two certain farms, one of said farms being located in the County of Surry and the other said farm being located in the County of Isle of Wight, both of the said farms having been sold since the death of the said J. E. Warren, to satisfy the liens of certain deeds of trust thereon.

Your Orators further represent that the said Executrix, since her qualification as aforesaid, has filed no appraisement or inventory of the Chattel property belonging to the said estate and your Orators further state that they believe that the said Executrix, is neglecting her duties as such Execurtix;

Your Orators are informed and represent unto the Court that the said Eva H. Warren, Executrix, as aforesaid, has on two or three occasions offered to resign as such Executrix, and your orators believe that it would be to the interest of the said estate for accept such resignation, as the said Executrix has had no business experience.

Your Orators further represent unto the Court that they are informed and believe that the estate of the said J. E. Warren, dec'd, is greatly indebted, and that all the property of the said estate both real and personal will not pay over fifty percent (50%) of such indebtness; and that it is certain that the personal property belonging to the said estate is not sufficient to pay such indebtness.

Your Orators further represent unto the court that the names of various of the creditors of the said estate are unknown to them.

In Tender Consideration whereof, and for as much as your Orators are remediless, save in a Court of Equity, where such matters are alone and properly cognizable, they pray that the said Eva H. Warren, Executrix, of J. E. Warren, dec'd, and Eva H. Warren in her own right, may be made parties defendants to this suit, and required to answer same, and answer under oath being hereby waived as by the Statutes in such cases made and provided; that the said Executrix be required to file with this Court a full statement of her transactions as such Executrix; that proper inventories may be taken of the personal property belonging to the

said estate and the same placed in the care and custody of the court; that a Special Commissioner or Commissioners be appointed to sell the Chattel property of the said estate and to collect all debts due to the said estate; that an account of all debts and liabilities of the estate of the said J. E. Warren may be taken and their priorities ascertained and determined; that the amount and value of the real estate belonging to the estate of the said J. E. Warren, dec'd, may be also ascertained and determined; that if it be found that there is not sufficient personal property belonging to the estate of the said J. E. Warren, dec'd, to pay in full his indebtness that then the real estate belonging to the said J. E. Warren, dec'd, may be sold to pay such indebtness; that an account may be taken of the transactions of the partnership of the said J. E. Warren, dec'd, and the said J. W. Holt, in order that the true indebtness of the said J. E. Warren, dec'd, to the said J. W. Holt may be discovered; that all books, bonds, notes and other evidences of debts and property of whatsoever nature or kind, belonging to the said partnership may be turned over to the said J. W. Holt as the only surviving partner of the said partnership or else placed in the care and custody of the Court; that all such other accounts and orders may be taken and made in this cause as may be necessary; that proper fees be allowed to your Orator's Attorney for his services in this cause; and that all such other, further and general relief may be granted to your said Orator as to Equity and good consience may seem meet, and as in duty bound.

They will ever pray, etc.

E. K. Williams p.q.

W. B. Bingham & Bro.
J. W. Holt
By Counsel

Wm Boyd Parker Co
Dft. etc.

vs.

T. Du Chancery

Ernest N. Warren,
Executrix J. E. Wright
et al.,

Bill.

Filed May Rules 1924

Process returned executed.

Bill filed. Demurrer

1st June Rules 1924

defendant not appearing
cause set down for
hearing.

E. H WILLIAMS,
ATTORNEY AT-LAW,
SMITHFIELD, VIRGINIA

Q. Have you bought any horses?

A. No.

Q. All the horses belong to his estate?

A. Yes.

Q. You say you don't know where to find these notes represented by Reservations of Titles?

A. No I don't know where they are.

Q. William, have you ordered any buggies, wagons, etc. and if so when?

A. I have ordered any, have I ordered any?

Q. Yes.

A. I have the invoices I can show you I think some time the first of the year.

Q. Before Mr. Warren's death?

A. Yes.

Q. Ordered any since?

A. Several times.

Q. How long after Mr. Warren's death before you ordered any buggies, wheels, wagons, and harness?

A. I think I ordered some buggies in February and I got some wagons around the first of the year, I think I got some more wagons in March and some more buggies in June, May or June, I don't know which it was.

Q. From whom did you buy the hackney wheels and wagons?

A. Hackney Wagon Company, Wilson, N. C.

Q. How long after Mr. Warren's death before you made your order?

A. I made one the first of the year, some time in January.

Q. All right, when did you make the next order?

A. Next order, let me see, either in February or March I don't know which, I got something from them.

Q. How much did you get?

A. I don't recall right now, I know I got cart wheels and I

think a couple of wagons on the second.

Q. Ordered anything since then?

A. Yes, since then I have ordered four pair cart wheels and one wagon.

Q. Any of those on hand now?

A. Yes.

Q. How many?

A. All of them.

Q. All you ordered?

A. All I Ordered; yes.

Q. How many orders for buggies have you made since Mr. Warren's death?

A. One, two, three, four; four orders.

Q. Any buggies on hand now?

A. Yes.

Q. How many?

A. Four.

Q. How many did you order at a time?

A. Two, four, six, eight, I don't remember whether eight or ten.

Q. At a time or all total.

A. All total, four of them left.

Q. Do you mind filing a copy of invoices of the stuff you have received?

A. Do I mind filing them, not at all.

Q. How many wagons, cart wheels and buggies were down there at the time of Mr. Warren's death?

A. When he died, if I remember correctly there were three or four, I don't know which.

Q. Three or four what?

A. Buggies.

Q. How many wagons?

A. There were two wagons.

Q. How many cart and wheels?

A. None .

Q. How many peanut pickers?

A. None.

Q. How much repair parts for peanut pickers?

A. Whole stock of repairs, they didn't belong to Mr. Warren.

Q. Who did they belong to?

A. Benthall Company.

Q. Where are they now?

A. Still there charged to me, four hundred and some dollars worth of repairs.

Q. Did Mr. Warren have any sort of contract with these people that you know of?

A. He had been selling repair parts for them, for years, only sold on commission basis, stuff carried over he didn't have to pay for, same contract with others.

Q. The buggies, carts, etc. there at the time of his death, who did they belong to?

A. Hackney Wagon Company, until they are sold.

Q. What did Mr. Warren own down there, then?

A. What did he own?

Q. Nothing outside office fixtures?

A. Mr. Whitley has the list, they came down there twice.

Q. I mean as a matter of fact the stock he carried was on consignment?

A. That's right, wagons, buggies, things like that all contracts have that clause in them it is theirs till paid for.

Q. His other stuff was out at the farm?

A. Yes.

Q. These mules marked off, where did he get them?

A. Mr. Warren bought them in Suffolk from Norfleet I think, when Burton Wilson was there, Mr. Warren went on his note.

Q. All those mules down there belonged to who?

A. Mr. Warren.

Q. Where did he get the mules and horses?

A. They don't belong to the Live Stock Company, all those mules came from Suffolk, Mr. Warren paid for them individually out of his own money.

Q. How do you know?

A. I remember something about the transactions?

Q. What year was it?

A. Nineteen and, the year Burt Wilson was there, 1921.

Q. Didn't he carry these mules down there out of Mr. Holt's stable.

A. He traded, one of them he didn't like or he wouldn't work, he came and traded, if I am not mistaken.

Q. Do you know whether not Mr. Holt has ever been paid any part for these mules?

A. Mr. Holt has gotten all the money that is coming to him according to what Mr. Warren said in my presence.

Q. That is not what I asked, has he ever gotten anything for these mules?

A. If they are included in the Live Stock he has gotten his interest in them out.

Q. You don't know whether they are included in the Live Stock or not.

A. I don't think they are.

Q. Then if they did come from Holt's stable he hasn't gotten paid for them?

A. Evidently he has if what Mr. Warren said was true, he said he had gotten all that was coming to him.

Q. When did he say that?

A. When was it Frank Anderson bought that horse, it was the day after that.

Q. The day after he bought the horse, when did Mr. Warren die?

A. February 6th.

Q. So he came back here and talked to you on the 16th?

A. I don't think so.

Q. That is what it says here, no that is the date it is recor d ed.

A. (Looking at the book) Nov. 28th.

Q. Nov. 28th?

A. This was either the 29th or 30th I am not sure, Mr. Holt was there.

Q. Mr. Holt after money?

A. Yes.

Q. Twenty four ?

A. Twenty three.

A. And Mr. Warren told him he had already given him his profits and not only that but he owed him then over a hundred and some or two hundred dollars for two notes he had in the bank as well as two open accounts he said he would loan it to him but collections were very slow and he didn't see his way clear to loan him any more.

Q. Until he made some more collections on horse notes?

A. No, he had paid him what he owed him.

Q. Can you tell me how a firm doing twenty five thousand dollars worth of business pay a partner one half interest with six-teen hundred and forty dollars.

A. He was not half owner.

Q. You said so.

A. Mr. Rowell was in it then.

Q. We'll say half any way, tell me how that can be done.

A. How much money does the book show that Mr. Holt got, this counts up in the thousands.

Q. I got it $1640.00, all's there.

A. There you go.

Q. That's 1918.

A. That's when all the business was done.

Q. Then at the end of 1918 Mr. Warren didn't owe Mr. Holt any more money, let's find this book, your book shows that be-

tween March 2nd, 1919 and October 19th, 1920 there was paid to Mr. Holt $1480.00 and it does not show that any amount has been paid to him since October 19th, 1920, will you tell this Court what became of the profits due to Mr. Holt for the years 1921, 1922, and 1923 and for the horses sold in 1924, and for the horse notes now outstanding, where has that profit gone?

A. The two notes in the bank Mr. Warren endorsed for Mr. Holt to get the money.

Q. When was that?

A. Mr. Whitley you have the notes, Mr. Rowell will remember you have one or two in the pouch.

Q. How much were these for?

A. Two or three hundred dollars.

Q. What year.

A. I don't know.

Q. What do they represent profit on?

A. Horses and mules sold, I presume.

Q. These notes of Mr. Holt represent profits on horses and mules, you don't know what year?

A. No sir.

Q. Will you please tell where the Courtncan find the notes given for horses sold in the years 1921,22,23 and 24?

A. Can I tell you where they are?

Q. Yes, if you don't know say so?

A. Mr. Whitley has all the notes I know anything about .

Mr. Edwards:

Q. Did he have a separate account and deposit book for this business?

A. Yes.

Q. Where is it?

A. In the bank I expect, Mr. Rowell has that, that is the deposit book.

Q. Where is the check book?

A. I don't know, the last two or three years he didn't use that it would probably be down there in a whole bunch of papers and things old catalogues that are never used to amount to anything, I will look it up if it's going to help any.

Mr. Williams:

Q. Were any of these horse notes assigned to the Merchants & Farmers Bank or any other bank?

A. Assigned?

Q. Or discounted?

A. Not to my knowledge.

Q. For the year from Jan. 23, 1920 to May 10th, the Live Stock Company took notes for team sold amounting to $8305.44, can you tell me where those notes are and how many of the notes have been paid, if any, where is the list let's look at it.

A. That is a nice little job.

Q. That's what I want to find out.

A. This is the cash account they were paid by installment but how many notes have been paid I don't know.

Q. And neither do you know whatnbecame of them?

A. No.

Q. That's right, nor did you know what became of the notes taken in 1922 and 1923.

A. No.

Mr. Whitley:

Q. What date did Mr. Warren die?

A. February 6th.

Q. Has any inventory been taken?

A. Yes, May 8th.

Mr. Williams:

Q. You said something about coming down there twice, what did you mean by that?

A. Coming down there twice?

Q. Did they make two trips?

A. Yes, they came down there and got me and we went to the house and then went back down there, didn't we Mr. Whitley?

Q. May 8th? A. Yes.

Q. What stuff was sold down there by you that was there when Mr. Warren died, between the date of his death and the time the inventory was taken.

A. I can look on here and tell.

Mr. Edwards:

Q. Anything that was not bought by you.

A. One Calf, that was not down there I collected the money.

Mr. Williams:

Q. Did he have any peanuts on hand at the time of his death?

A. No, yes had plenty peanuts in the ware house, ware house full, they were not Mr. Warren's.

Q. Mr. Warren paid out money for them?

A. Planters Nut & Chocolate Company.

Q. On how much commission? A. Seven cents per bag.

Q. How much did the whole amount total?

A. Probably thirty eight or thirty nine dollars.

Q. Didn't have many peanuts then?

A. Five hundred and some odd bags when he died, the invoice book will tell whether he had any on hand then or not, I don't know whether he had any or not then or just a little while before, he was buying peanuts the whole year during the season.

Q. As a matter of fact didn't Mr. Warren buy with his own money and load them on a boat and send bill of laden or order notify?

A. He would draw a draft and then buy the peanuts.

Q. He would buy the next load with his money?

A. He has never had any of his money involved.

Q. Any peanuts he had down there for which no draft was drawn

by Mr. Warren?

A. No sir.

Q. How many peanuts did he have down there?

A. He never did use his money, Mr. Rowell will tell you that. Here is something sold belonging to the estate pair of cart wheels.

Q. For how much? A. Thirty two dollars.

Q. To whom? A. M. T. Hundley.

Q. Paidmfor? A. Yes paid for, and the money deposited to the credit of J. E. Warren's estate.

Q. What date? A. Feb. 15th.

Q. The same date you sold some horses and took Reservations of Title for them?

A. I don't know about that.

Q. Didn't you sell several on that date?

A. I sold some things that were mine I had to keep them separated, couldn't take the money for the cart wheels and put it some where else.

Mr. Whitley:

Q. Mr. Warren bought peanuts for the Nut & Chocolate Company?

A. Yes.

Q. Basis of commission?

A. Yes sir.

Q. How did he pay for these peanuts, out of his own money?

A. He paid for peanuts purchased from farmers with Planters Nut & Chocolate money.

Q. They sent money in advance? A. Yes.

Q. If I understand it, at no time did Mr. Warren put any of his money in peanuts?

A. Absolutely correct.

Q. The peanuts there at the time of Mr. Warren's death belonged to the Planters Nut & Chocolate Company?

A. That's right.

Mr. Williams:

Q. When you bought them you sent them to them and would draw a draft for the money?

A. No. Didn't have to do that they belonged to them.

Mr. Whitley.

Q. You do business in Smithfield? A. Yes.

Q. When did you begin. A. Since, well, since Mr. Warren's death.

Q. Were you in business before then? A. Yes.

Q. For yourself? A. No, not for myself.

Q. You said you bought some buggies, wagons, etc. in January who did you buy them for?

A. J. E. Warren & Company.

Q. Who owned J. E. Warren & Company at that time?

A. Mr. Warren and I.

Q. Then you and Mr. Warren were in partnership in January?

A. That's right.

Q. On what basis were you in business, half and half?

A. I received one half of the net profits of the business. I was to get a salary and one half net profits.

Q. Who did those buggies and wagons belong to that you purchased in January?

A. Well, I paid for them I guess they belonged to me.

Q. Did I understand you to say that the people from whom you bought these buggies and wagons retained the title?

A. Yes.

Q. Were you present when the appraisers made the appraisement?

A. Yes.

Q. Did you show to the appraisers the property that belonged to Mr. Warren's estate? A. Yes.

Q. Did you show them all the property belonging to the estate?

A. All I knew of.

Q. Does Mr. Holt owe Mr. Warren anything at this time?

A. Yes.

Q. How much?

A. The books will show I can't tell you right off hand.

Q. How did Mr. Warren settle with Mr. Holt usually?

A. Well often times he would get money in currency, then often he would get it in form of a check.

Q. At what time did Mr. Warren settle with Mr. Holt for horses?

A. No particular time, just times when Mr. Holt called for money

Q. How did Mr. Warren know what he owed Mr. Holt for horses sold and notes taken for them, reservations of titles until out?

A. Well, I suppose he knew by what they cost him and what his profits would be, what they cost and what they would sell for would tell how much profits are, I guess he figured that way.

Q. Suppose a horse was returned or died, who would bear the loss.

A. Mr. Holt and Mr. Warren, provided Mr. Holt hadn't been paid up to date.

Q. If he had been paid the profits up to date who bore the the loss? A. Mr. Warren, I suppose.

Q. Well you mean to say Mr. Warren would settle with Mr. Holt for the profits before he had collected the purchase price of the horse?

A. Dog if I know, I can't tell you.

Q. Do the books of Mr. Warren show any final settlement with Mr. Holt or are you familiar enough to answer that guestion.

A. Seems to me there is one place shows where he had settlement - I am not familiar enough with the books to answer that.

Q. Could you by referring to the books state whether not any settlement had been made? A. I don't know I might, yes settled with him in 1920

Q. Did they sell any horses after 1920? A. No, the last time they bought any horses was then.

Q. Then if I understand it the books show that settlement was made with Mr. Holt for his interest in the Live Stock Business in the year 1920? A. Yes.

Q. Do you know whether not Mr. Warren kept a separate account for the live stock business? A. Yes.

Q. Do you know where the pass book is? A. I think so, if Mr. Rowell hasn't got it it is probably down the office.

(Mr. Williams: Let's get all these papers.)

Q. What has the Live Stock Company been doing since 1920?

A. Trying to collect for the high price horses and mules they sold at a loss.

Q. Who paid for those horses?

A. J. E. Warren and J. R. Rowell, Jr.

Q. Did Mr. Holt ever put up any money? A. No.

Q. What has Mr. Holt been doing since 1920 for the Live Stock Company?

A. They have had several mules or horses, whichever they were I don't know, they were taking back and selling them to somebody else, people that couldn't pay for them.

Q. Is that the sort of business they have been doing since 1920, taking back horses and reselling them? A. Yes.

Q. You don't know of any stock bought since 1920?

A. No, not any bought that I know anything about.

Q. Do you know when Mr. Rowell got out of the business?

A. We have that date I don't recall it, didn't he say in July, he came up and told us?

Q. You don't know of your own knowledge what year?

A. Yes, 1923.

Q. Now then, if all horses sold and notes taken for them up to 1920, do you mean to say that Mr. Warren had settled with Mr. Holt for his profits in these notes.

A. He hadn't settled with Mr. Holt for his profits until later when Mr. Warren endorsed two notes for Mr. Holt, one at the Bank of Smithfield and one at the Merchants & Farmers.

Q. Have those notes been paid?

A. Been paid by J. E. Warren.

Q. How do you know that that Mr. Warren settled with Mr. Holt?

A. Because he told me so.

Q. Did you help him make out the account?

A. No, well I did do this much he was sitting at the desk and called out the figures and I put them on the adding machine, and help check them up to see if they were correct.

Q. Was that in settlement with Mr. Holt.

A. It was when Mr. Holt came down to get some money and Mr. Warren told him he didn't owe him anything, to make sure I suppose Mr. Warren wanted to go over the books to find out.

Q. Did Mr. Warren at that time lend him the money?

A. No.

Q. And if I understand correctly the reason he didn't lend him the money because he looked over the books and added the matter up or you added it up and found he didn't owe him anything.

A. Yes.

Q. I don't know of any other question, with the exception I want to go over these bookd.

Mr. Williams:

Q. I understood that you want to say that the horses were sold at a loss, bought for high prices and sold at a loss is that right.

A. So, in some cases.

Q. Generally, do you think so?

A. You can tell by looking at the books.

Q. In your statement-

A. What I based that statement was Mr. Warren said he did-

nt get his money out, that's why I said they must have sold at a sacrifice.

Q. When Mr. Warren bought out Mr. Rowell he gave him real money?

A. No.

Q. He paid him something?

A. Gave him a note.

Q. How much?

A. Eleven Hundred Dollars.

Q. Representing Rowell's profits for the year.

A. No, for his entire interest in the business.

Q. Had Mr. Rowell been paid anything before then?

A. No.

Q. How long had Mr. Rowell been in?

A. I don't know.

Q. You don't know when he came in or got out.

A. He got out July, 1923, came in in 1917 or either prior to that time, I know since 1917.

Q. The book shows when he got out and came in?

A. No, it shows when he got out but not when he came in.

Q. He put in some money?

A. Sure he did.

Q. Now was any statement ever rendered to Mr. Holt ?

A. I don't think so.

Q. I notice you stated in answer to Mr. Whitley that the account shown on page 142 and 143 shows a final settlement with Mr. Holt, will you indicate what entry on either of these pages would show any settlement has ever been made, if so read it into your testimony.

A. On page 142 and 143, items charged to Mr. Holt and the cash he got out of the Live Stock Company.

Q. Where are the credits from the profits?

A. Credits are figured up by what the mules cost and sold for.

Q. Will any credits entered on page 142 or 143 show any profits gotten by Mr. Holt in this horse business, if so show it to me.

A. Just the amount of money charged to him on his account, it is just a matter of bookkeeping of Mr. Warren.

Q. And you don't understand it. Then Mr. Holt has never been credited with any profits derived from the business has he?

A. It does not show it on page 142 and 143.

Q. Any other page in any other book or anywhere since you commenced keeping books show any credit to Mr. Holt?

A. Since I have been keeping books.

Q. Since anybody has.

A. I am not familiar enough to answer that.

Q. Take a week off and see if you can find it.
Where were these horses and mules that were taken back since 1920 kept, in whose stable?

A. J. W. Holt's.

Q. Who furnished feed for them?

A. Let me see.

Q. Who paid for the feed for them.

A. Mr. Holt paid for some and Mr. Warren paid for some.

Q. Was Mr. Holt charged up with any feed?

A. That was the agreement for him to do the feeding.

Q. Now, can you explain to this Court why, if he had settled for all profits due to Mr. Holt to October 1920, he should be still working for Mr. Warren and feeding team free of charge.

A. That was the agreement, he was to take care of the horses or mules belonging to the Live Stock Company as long as they were in business.

Q. You tell this Court, notwithstanding the fact that when settlement was made in October, 1920, Mr. Holt received all

profits in full from that time on that Mr. Holt continued to work for the Live Stock Company and furnish the feed for the horses and mules, without any consideration at all.

A. He got Two Hundred Dollars, then there's an open account against J. W. Holt that hasn't been paid.

Q. Where are these let's see them.

A. The Ledger of 1923 shows two items, three items amounting to $14.90; the Repair Book $30.97 for cash got ten and for repairs.

Q. The book shows that October 11th, Mr. Holt charged with one bolt 12¢, October 12th, 1921, 1 M. 317, 85¢, and April 20th, to cash $10.00 and Nov. 1st, to cash 10.00, January 21st must be 1923 instead of 21.

A. Probably taken out of book.

Q. January 1921, $5.00; Sept. 26, check $5.00, is that supposed to represent profits on notes collected or what does that represent?

A. An account against Mr. Holt that he owes Mr. Warren. Here's Eight hundred fifty two dollars and come cents over here.

Q. What year?

A. 17, 18 and 19, $852.90.

Q. That amount has evidently been paid then.

A. No.

Q. Why was that not carried forward to the 1920 book or why should you keep two books covering 1918 and 19 and 20 accounts.

A. Well, that's the way he kept his books.

Q. In other words you can't understand them?

A. No.

The time of taking depositions adjourned to some future date.

Mon Aug 2. 1926.

Mr. W. L. Turner being duly sworn deposes as follows:-

Mr. Geo. F. Whitley-

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

A. W. L. Turner, age fifty, residence Norfolk, Virginia, Collector for Royster Guano Company.

Q. Mr. Turner how long have you been working for the Royster Guano Company.

A. Since August 1904.

Q. Did you know Mr. J. E. Warren?

A. Yes sir.

Q. Did Mr. Warren buy fertilizers from F. S. Royster Guano Co?

A. For a number of years, yes sir.

Q. Are you familiar with the account of J. E. Warren with the Royster Guano Company?

A. Yes sir.

A. Yes sir.

Q. Mr. Turner, how is the account of J. E. Warren with the Royster Guano Company evidenced?

A. By three promissory notes dated July 26, 1923.

Q. Have you those notes with you?

A. Yes sir.

Q. Please present them.

A. Alright.

Witness presents notes.

Description of the notes: Three notes dated July 26, 1923, one note being for the amount of $3000.00, payable December 1, 1923; one note payable January 1, 1924, being for the amount of $3757.85; and one note payable February 1, 1924, being for the amount of $3000.00. All of said notes carry the following language, "List of accounts and notes enclosed with letter of August 7, 1923, to the amount of $12,004.27."

Q. Mr. Turner I notice that these three notes show that certain notes and accounts were put up as collateral security. Have you the list of these notes as mentioned as put up as collat-

eral security?

Mr. Williams: This question is objected to because it seeks to supply description of collateral which is entirely wanting in the notes filed.

A. Yes sir.

Q. Will you please present the list which you have, Mr. Turner.

A. The original list as referred to in those notes.

Witness presents list.

Q. Mr. Turner who filled out these three notes.

A. I did.

Q. Is this Mr. Warren's signature?

A. Yes sir.

Q. Do you know of your own knowledge that the notes as mentioned in the list which you have just presented are the notes as referred to in the collateral note?

A. They are, they were taken from that list.

Q. Mr. Turner, when the depositions in this case were begun a list of notes was taken, which said list appears as the first evidence in the depositions, I now present you this list of notes as filed in the depositions and ask you whether not these notes are included in the notes put up as collateral security as mentioned in the three collateral notes.

A. I have checked this list and find that the same appear in both.

Q. Then if I understand it Mr. Turner the notes as mentioned in the list heretofore filed with the depositions are now held by the Royster Guano Company as collateral security for the amount due the Royster Guano Company as evidenced by the three collateral notes above described?

A. Yes, that is correct.

Mr. Williams, Cross Examination:

Q. Mr. Warren was your agent?

A. Yes.

3

Q. As a matter of fact when he sold fertilizer and took notes the note was yours anyway?

A. Under the contract, the fertilizer was consigned.

Q. That's the way other fertilizer folks do business, the same way don't they?

A. I can't speak for the other fellow.

Q. In taking these notes didn't you also take notes from Mr. Warren which represented not only sale of your own fertilizer but for the sale of fertilizer of Tilghman Company, and Va. Carolina Chemical Company?

A. The notes answer your question.

Q. I ask you, as a matter of fact, if the notes which were turned over to you were not in fact not only for your fertilizer but for Tilghmans' and Virginia Carolina Chemical Company?

A. I had not knowledge of it then, nor since.

Q. Were any notes subsequent to this turned over to you by Mr. Warren's Executor, Administrator or by any other person?

A. No.

Q. Are these notes you filed here subject to any credits?

A. Yes, the credits appear on the back.

Q. Have you proceeded to realize on these notes as provided for in your collateral notes.

A. Yes, we have undertaken the collection.

Q. Haven't sold them?

A. No, tried to collect them.

Q. And you are not prepared to say as to what proportion of these notes are represented by the sale of your fertilizer or some other commodity?

A. No, Mr. Warren dealt in fertilizer, and Live Stock, the notes were put up to secure past due indebtedness, I didn't know what they covered, didn't question them.

Q. The notes hadn't been made out at the time the collateral note was signed?

A. It was, otherwise I could not have gotten the total. I put a different date, this is the date he came into my office, Mr. Warren came in and brought this with him, took the notes and sent them all together.

Q. At the time the note was made out you didn't know specifically the names of any makers or any particular note.

A. Yes, he had this list with him.

Q. Did he have the notes with him?

A. I can't recall, I doubt it.

Q. When were they turned over to you?

A. August 7, 1923.

Q. When were the accounts turned over?

A. Same time.

Q. Have you any way of telling from your list which are notes and which are accounts?

A. No.

And further this deponent saith not-

Signature of witness waived.

- - - - -

Mr. James R. Rowell being duly dworn deposes as follows:

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

A. James R. Rowell, Smithfield, Virginia, Cashier Merchants & Farmers Bank, forty three.

Q. Mr. Rowell, you knew Mr. J. E. Warren in his life time, didn't You?

A. Yes sir.

Q. He did business at your bank, did he not?

A. Yes sir.

Q. Were you at anytime in horse business with Mr. Warren, if so about when.

A. Speaking from memory I should say may be 1916 I put some money into the business that was called Smithfield Live Stock Company.

Q. That business continued with you being interested until when?

A. Probably two years before Mr. Warren's death.

Q. Mr. Warren I believe died February 1924?

A. I would have to look at the records to verify that, I don't remember.

Q. Was there any other person interested in this business?

A. Well, probably it might be well for me to say this, Mr. Wilson before his death was interested in the horse business with Mr. Warren and some time after Mr. Wilson's death Mr. Warren remarked to me that we put up some money and go in horse business and at that time Mr. Holt had a stable over here back of the Jamestown Hotel.

Q. Mr. J. W. Holt?

A. Yes. He kept the horses and bought them and received as compensation a third of the actual profit made on each and every deal.

Q. When was Mr. Holt supposed to receive settlement for his interest?

A. At the time the deal was made.

Q. What deal?

A. Horse trade or sale,you will understand that this was made necessary because Mr. Holt had to buy feed for the team and the horses were sold on time, therefore he had to have his part of the profit out of the sale in order to buy feed for the team.

Q. How much money, Mr. Rowell did you put in that business, as cash?

A. Five Hundred Dollars.

Q. You say you dissolved partnership about two years before the death of Mr. Warren?

A. That's my recollection, It may not have been fully two years.

Q. At the time you drew out of the business, how much did you receive.

A. Eleven Hundred Dollars.

Q. Did that include the Five Hundred you had put in as cash to start with?

A. Yes, in fact that is all I ever received from the business in return of the capital, with Six Hundred Dollars added.

Q. Then I understand that you and Mr. Warren were in the business on a fifty-fifty basis.

A. When I sold my interest to Mr. Warren in the assets of the Smithfield Live Stock Company he paid me Eleven Hundred Dollars for my half interest in those assets.

Q. Those assets were represented by horses or notes?

A. Notes, so far as I recall, Reservation of Title form, there might have been one or two horses on hand I don't recall.

Q. Then if I understand you Mr. Rowell it was your understanding with Mr. Warren that Mr. Holt was settled with as each horse was sold?

A. That was my understanding.

Q. Mr. Holt then had no interest in the notes and horses whatever?

A. No, not to my knowledge.

Q. Well when you and Mr. Warren settled you settled with him on a basis of one half interest in the notes and horses on hand?

A. Yes sir.

Q. Do you know whether not Mr. Holt owes Mr. Warren anything at the time of Mr. Warren's death?

A. Yes, it is my recollection that the Merchants &mFarmers Bank held Mr. Holt's note bearing the endorsement of J. E. Warren.

Mr. Williams, cross examination:

Q. What was the total amount of the notes held by the Smithfield Life Stock Company at the time younsold out?

A. The total assets, my recollection was close to $3000.00.

Q. I notice from January 23, 1920mto May 10, 1920, that there were sold by the Smithfield Life Stock Company $8305.40 worth of horses what would be the profit on that amount of sales?

A. I haven't the slightest idea, I didn't review the sales nor keep in touch with this and could not answer.

Q. I notice during the year 1920 that the total business with the

Smithfield Live Stock Company was $13,114.25.

A. I couldn't say positively, I would have to look up the records, to tell you whether I was interested at that time or not. I imagine though that if 1920 was the date I must have had the $500.00 invested in the business.

Q. Well, what would be the profit, approximately, on $13,114.25 sale of horses?

A. The only way I can answer that is that from the time I put in the money until I withdrew it I got a total profit which should represent fifty percent after paying Mr. Holt a third profit on each sale or trade, $600.00.

Q. Is it not true that horses were sold at practically a hundred percent profit?

A. No indeed.

Q. That is they were bought for cash and sold for notes.

A. Absolutely no profit approaching that.

Q. Have you any idea what the profit on the sales for a year would amount to?

A. Some years during the time I had an interest in the business practically no business was transacted or very little. I never heard of any such volume as $8000.00 for a season.

Q. It's here in the book.

A. I haven't looked on the book.

Q. Did you look over the books at the time of settlement or take Mr. Warren's word?

A. He showed me the list of assets of the Company, and it is my recollection it footed something around $3000.00, after casually glancing down the list I was pleased to accept $1100.00 as fifty percent interest.

Q. Now you state to the Court that Mr. Holt for a third of the profit looked after the buying, selling, trading of the team, fed and housed them?

A. I will state that when I invested the $500.00 in the business

Mr. Warren told me that the compensation paid Mr. Holt was a third of the profit on each and every transaction; so far as discussing it with Mr. Holt or knowing of my own knowledge of the agreement I know nothing.

Q. You don't really know whether he got a third or half only what Mr. Warren told you.

A. As to the contract, that's all I know.

Q. In what years while you were in the business was the greatest bulk of the business done?

A. You can understand that having a small interest as I owned in the business--

Q. You didn't pay much attention to it.

A. Being busy I didn't pay any attention personally to the details of the business.

Q. Was Mr. Warren a relative of you or your wife?

A. Mrs. Rowell is the niece of Mr. Warren.

Q. You were paid that $1100.00 on June 19, 1923, were you not?

A. I couldn't state positively, I don't remember.

Q. You were inn the business something like two or three years?

A. I am not sure how long it was, I couldn't say positively the time I was in the business.

Q. How long have you known Mr. Joe Holt?

A. Twenty five years.

Mr. Geo. F. Whitley-

Q. Did you hear Mr. Warren say anything about Mr. Holt over drawing the amount that was coming to him?

A. He said it was with difficulty that he kept him within our doing.

Mr. Williams:

Q. Mr. Warren himself was in very bad financial circumstances during this time was he not?

A. No, he was generally regarded in very good financial condition at that time, that is at the time I put the $500.00 in the

business.

Q. When was it you heard him make that statement about Mr. Holt?

A. I couldn't say.

Q. When you first went in or when you got out?

A. I don't remember the date, you can understand that things passing like that you couldn't possibly remember the dates.

Q. Then you haven't any way of fixing in your mind the time when Mr. Warren made that statement about Mr. Holt.

A. No definite date, I remember where I was at the time but I don't remember the date. I will say this with reference to some of the assets of the Live Stock Company that there was considerable loss resulting from the purchase of team at a high price and selling them for small cash payments and the depreciation in the team following liquidation after the war and assets shrunk very considerably and especially in team.

Q. But under the agreement as you outlined that would not effect Mr. Holt's profit.

A. It would effect the total assets.

Q. The depreciation on account of the war would effect the profits coming to you but if Mr. Holt was to receive profits upon the amount of sale the depreciation after that would not effect what was coming to him.

A. He had already received his profits.

Q. What percentage of depreciation in the assets took place?

A. I couldn't answer that definitely.

Mr. Geo. F. Whitley:

Q. Mr. Warren had the reputation of paying what he owed during the time you were in business with him, did he not.

A. As far as I know.

Mr. Williams:

Q. Then how do you account for an estate of four or five thousand dollars with an indebtedness of twenty five thousand, within a year after you got out of business?

A. I am still in business.

Q. I am talking about Mr. Warren.

A. Well, I will answer that Mr. Warren, so far as I know, met his obligations in a satisfactory manner.

And further this deponent saith not-

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Statement of Taxes and Cost.

One half of 1925 delinquent tax-	15.75
Corp.Smithfield 1924 taxes	46.10
Corp. Smithfield, 1923 taxes	7.88
Corp. Smithfield, 1923 taxes	55.15
1925 taxes	22.05
Premium on bond, Whitley and Williams	21.00
Premium on bond, " W "	14.00
R. A. Edwards, writ tax, Clerk's fee, etc.	31.50
W. H. Chapman, Sheriff, Crier's fee, sale of house and lot,	10.00
W. H. Chapman, Sheriff, Crier's fee, sale of personal property-	10.00
Jane Johnson, 4 acknowledgements to deed-	2.00
R. A. Edwards, delinquent taxes on J. E. Warren 's Estate	34.37
W. H. Chapman, ex. notice-Tilghman v. Warren	.50
Nick Ballard, repair to pipes in house	2.50
Jane Johnson, taking depositions	25.00
C. Fairfield Whitley, Clerk at sale	15.00
Commissions	157.58
R. A. Edwards, Com'r in Chancery	100.00
Drawing Deed for property	10.00
W. H. Chapman, serving subpoena	.50
Stamps for deed	4.50
Advertising sale-	5.00
	$ 590.38

Accounts due by J. E. Warren.

Simpson's Ideal Pharmacy	40.27
Parish & Company	30.69
Hackney Brothers	167.68
Dr. Rea Parker	20.50
Hackney Wagon Co.	725.24
R. T. Gilliam	22.73
Johnsonn& Stephens	5.00
Brothers Pruden	121.78
International Harvester Co.	66.45
Benthall Machine Co.	1898.53
Benj. T. Crump	58.00
Griffith & Turner	6.24
Steamer Annie P. Parks	14.00
R. A. Edwards	27.15
Christian Advocate	4.00
R. S. Holland & Son	100.00
B. P. Gay	310.45
Sarah Leigh Clinic	3.00
W. H. Chapman	10.00
B. P. Chapman	3.90
T. D. Matthews	10.98
Smithfield Water Co.	48.05
Smithfield Light & Power Co.	20.50
Willie Boone	1.70
Chas. P. Ong	11.67
D. W. Chapman	33.00
Dr. W. C. Ames	2.00
Harwood Brothers	20.88
Charles Ensley	10.25
W. P. Wilson & Son	58.17

Smithfield Plumbing & Heating Co.	8.75
Cofer Hardware Co.	15.52
J. W. Stott, J. P.	12.25
Joyner Jones	8.95
D. J. Mood	2.50
Geo. W. Delk	122.81
R. B. Hetrick	2000.00
Home Telephone Co.	22.09
E. Hogshire Son & Co.	8.12
J. L. Warner & Co.	8.68
Smithfield Hay & Grain Co.	103.31
W. B. Tilghman Co.	3565.00
Virginia Caroline Chemical Co.	2285.11
Royster Guano Co.	8812.48
E. H. Williams,, Attorney for J. E. Warren, Insurance Matter.	100.00
	$ 20,928.38

Tolyhman Ltd
vs
Warren Adams
et al

Report of
Special Commissioner

1927
Jan 5.
Filed

VIRGINIA,

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT:

William B. Tilghmann Inc. et als----------Plaintiffs

VS) In Chancery

Eva H. Warren, Executrix,---------- Defendant

TO THE JUDGE OF THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT:

The undersigned Special Commissioner begs leave to make the following report:

That pursuant to a decree entered in this cause on the 3d day of January, 1927, the said Special Commissioners have paid the costs of this suit and Attorney's fees, and, have distributed the remainder of the funds in their hands among the creditors as directed by the said decree; that the pro rata share due the creditors was 23 1/3%, and that a list of said creditors showing the amount paid said creditors, is herewith filed, together with the receipts showing said payment.

Respectfully submitted,

E. H. Warren

Geo. D. Whitley.

Special Commissioners

ACCOUNTS DUE BY J. E. WARREN PRO RATA SHARE.

Simpson's Ideal Pharmacy------	$ 40.27	--	Paid	23 1/3%	$9.39
Parish & Company----------	30.69	--	"	" "	7.16
Hackney Brothers	167.68	"	"	"	39.12
Dr. Rea Parker	20.50	"	"	"	4.78
Hackney Wagon Co.	725.24	"	"	"	169.22
R. T. Gilliam	22.73	"	"	"	5.30
Johnson & Stephens	5.00	"	"	"	1.16
Brothers Pruden	121.78	"	"	"	28.41
International Harvester Co.	66.45	"	"	"	15.50
Benthall Machine Co.	1898.53	"	"	"	442.99
Benj. T. Crump	58.00	"	"	"	13.53
Briffith & Turner	6.24	"	"	"	1.45
Steamer Annie P. Parks	14.00	"	"	"	3.26
R. A. Edwards	27.15	"	"	"	6.33
Richmond Christian Advocate	4.00	"	"	"	.93
R. S. Holland & Son	100.00	"	"	"	23.33
B. P. Gay	310.45	"	"	"	72.43
Sarah Leigh Clinic	3.00	"	"	"	.70
W. H. Chapman	10.00	"	"	"	2.33
B. P. Chapman	3.90	"	"	"	.91
T. D. Matthews	10:98	"	"	"	2.56
Smithfield Water Co.	48.05	"	"	"	11.21
Smithfield Light & Power Co.	20.50	"	"	"	4.78
Willie Boone	1.70	"	"	"	.39
Chas P. Ong	11.67	"	"	"	2.72
D. W. Chapman	33.00	"	"	"	7.70
Dr. W. C. Ames	2.00	"	"	"	.47
Harwood Brothers	20.88	"	"	"	4.86
Charles Ensley	10.25	"	"	"	2.39
W. P. Wilson & Son	58.17	"	"	"	13.57

ACCOUNTS DUE BY J. E. WARREN PRO RATA SHARE.

Smithfield Plumbing & Heating Co. -----	$ 8.75	paid	23	1/3%	$1.04 ✓
Cofer Hardware Co.	15.52	"	"	"	3.69 ✓
J. W. Stott, J. P.	12.25	"	"	"	2.85 ✓
Joyner Jones	8.95	"	"	"	2.08 ✓
D. J. Mood	2.50	"	"	"	.58 ✓
Geo. W. Delk	122.81	"	"	"	28.65 ✓
Home Telephone Co.	22.09	"	"	"	5.15 ✓
E. Hogshire Son & Co.	8.12	"	"	"	1.89 ✓
J. L. Warner & Co.	8.68	"	"	"	2.02 ✓
Smithfield Hay & Grain Co.	103.31	"	"	"	24.10 ✓
W. B. Tilghman Co.	3565.00	"	"	"	831.83 ✓
Virginia Caroline Chemical Co.	2285.11	"	"	"	533.19 ✓
Royster Guano Co.	8812.48	"	"	"	2056.24 ✓
E. H. Williams, Attorney for J. E. Warren, Insurance matter.	100.00	"	"	"	23.33 ✓
Hampton Roads Paper Co.	17.48	"	"	"	4.78 ✓

Tilghmann Inc., et als

Vs:

Warren, Executruix.

Special Commissioner's
Report

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20,928.39 *
*

VIRGINIA,

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT:

William B. Tilghman Inc. et als.,.....Plaintiffs

v.) In Chancery

Eva H. Warren, Executrix,..... Defendant.

- - - - - - - - - - - - - - - - - -

TO THE JUDGE OF THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT:-

The undersigned Special Commissioners beg leave to make the following report:

That pursuant to a decree heretofore entered in this cause, they did sell at public auction, after having advertised the time, place and terms of sale, as provided for in said decree, all of the notes, accounts, judgments and stocks belonging to the estate of J. E. Warren, deceased; that the said notes, accounts and judgments were knocked out to A. E. S. Stephens for the sum of Two Hundred and forty dollars ($240.00), he being the highest bidder therefor, and that the stocks were knocked out to B. P. Chapman for the sum of Sixty four dollars ($64.00), he being the highest bidder therefor.

Your Commissioners report that the entire estate of J. E. Warren has now been converted into money, and that the following is an itemized statement of the amount in the hands of the Commissioners for distribution-

Amount received from sale of chattel property	$815.85
Amount received from sale of accounts, notes, judgments and stocks-	304.00
Amount received from Administratrix-	2254.26
Amount received from sale of house and lot-	4055.00
Total	$7429.11

that there is herewith filed a list of the creditors of J. E. Warren, with the amount due each set opposite their names; that there is also filed a statement of the taxes against the estate of J. E. Warren, deceased, and a statement of the cost of this suit.

Your Commissioners further report that R. B. Hetrick's claim against the estate of J. E. Warren amounts to the sum of Two Thousand Dollars, without interest; that the said R. B. Hetrick, is the father of Eva H. Warren, the widow of the said J. E. Warren deceased; that the said Eva H. Warren and the said R. B. Hetrick are willing to accept the sum of Fifteen Hundred Dollars in full and complete settlement of the claim of the said R. B. Hetrick and of the dower interest of the said Eva H. Warren in the house and lot heretofore sold in this cause, and in full settlement of all other claims or demands which either of the said parties might or could have against the said estate of the said J. E. Warren, deceased.

Your Commissioners recommend that the said sum of Fifteen Hundred Dollars be paid in full settlement of the claims of R. B. Hetrick and Eva H. Warren as set forth in the above paragraph.

Respectfully submitted.

E. H. Heidenheimer

Geo. D. Whitley

Special Commissioners.

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT,

VIRGINIA.

.....

Wm. B. Tilghmann Co., Inc., and J. W. Holt, who sue in behalf of themselves and other Creditors,... Plaintiff.

vs.

Eva H. Warren, Executrix, of the estate of J. E. Warren, deceased, and Eva H. Warren in her own right,.. Defendants.

.....

This cause came on this day to be heard upon the plaintiff's bill, regularly filed at rules, the defendant upon whom process has been duly served, still failing to appear, answer or demur, and was argued by Counsel;

On consideration whereof it is adjudged, ordered and decreed that this cause be, and the same is hereby referred to R. A. Edwards, one of the Commissioners in Chancery of this Court, to take, state and report an account, showing:

First: What personal estate the said J. E. Warren owned at the time of his death, the character and value thereof;

Second: What disposition, if any, has been made of the said personal estate by the defendant, Eva H. Warren, Executrix of J. E. Warren, deceased, and how much, if any, of said personal estate is now in the hands of the said Eva H. Warren, Executrix as aforesaid, available for the payment of any debts owing by the estate of the said J. E. Warren, deceased;

Third: What debts the said J. E. Warren owed at the time of his death, to whom they are payable, their nature and their respective amounts and priority;

Fourth: What real estate was owned by the said

J. E. Warren, at the time of his death, its quantity, description, location, annual and fee-simple value; and whether encumbered;

Fifth: An account of the partnership transactions of the said J. E. Warren, deceased, and the said J. W. Holt, the present status of all matters concerning the said partnership, what property, if any, is now owned by the said partnership, and the amount of profits now due and owing to the said J. W. Holt from the said partnership.

Sixth: And such other matters as any party in interest may require, the same being pertinent, or such other matters as said Commissioner may deem pertinent, whether so requested or not;

And the said Commissioner shall give notice to all parties to this suit of the time and place of the taking of said account, and shall make report to Court how he has executed this decree.

4

Wm. B. Tilghman Co. Inc. et al

vs. In Chancery.

Eva H. Warren, Executrix. et al.

DECREE

1922
Sept 25.
Entered
P.D.C.

Book 8

Page 226

E. H WILLIAMS,
ATTORNEY-AT-LAW,
SMITHFIELD, VIRGINIA

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT

VIRGINIA.

.....

Wm. B. Tilghmann Company, Inc., and J. W. Holt, who sue in behalf of themselves and other creditors,.. Plaintiffs

vs.

Eva. H. Warren, Executrix, of the estate of J. E. Warren, deceased, and Eva. H. Warren in her own right,..Defendants.

.....

This cause came on this day to be again heard on the papers formerly read, on the report of R. A. Edwards, Commissioner in Chancery, ~~this day by leave of Court filed~~ filed Dec. 6 1924, on the consent of Eva. H. Warren, widow of the said J. E. Warren and sole legatee and devisee of the said J. E. Warren, deceased, to this decree, and was argued by counsel.

~~On consideration whereof~~ and, it appearing ~~to the Court~~ from ~~the~~ said report that the personal estate of the said J. E. Warren, deceased, is insufficient to pay his indebtedness and that the house and lot in Smithfield, herein after described, is all of the real property ~~estate~~ now belonging to the ~~estate of the said J. E. Warren, deceased~~ said estate, and that the same is now unoccupied and deteriorating in value;and it further appearing to the Court from the said report and the statements of counsel that there is some personal ~~household and kitchen furniture and some other chattel~~ property belonging to the said estate and unsold ~~and that now is a good time of the year to sell such property;~~ and that the said Commissioner has recommended the immediate sale of the same, the Court, In consideration thereof reserving all other matters, &c. confirming said report, ~~the Court~~ and doth adjudge, order and

decree that Geo. F. Whitley and E. H. Williams, who are hereby appointed Special Commissioners for the purpose, do, after first advertising the time, place and terms of sale for a period of ten days by hand bills posted in ten or more public places in the County of Isle of Wight, sell the said house and lot and the said chattel property on the premises, for cash, the purchaser paying fifteen (15) percent of the purchase price ~~on the day of sale~~ and the remainder to be paid within ten days after the confirmation of the said sale; and in the event that the said purchaser should fail to comply with the terms of ~~the~~ sale, the said fifteen percent deposit shall be forfeited to this cause, ~~in addition to any other remedies that may be added against the said purchaser~~.

But, before the said Commissioners shall do any act under this decree they shall first enter into bond ~~for~~ _____, before the Clerk of this Court, with surety deemed sufficient, for their faithful performance of ~~this~~ decree and ~~all other decrees that may hereafter be entered in this cause~~.

And, the said Special Commissioners shall make report to Court how they have executed this decree, and ~~this cause is continued.~~

6

Wm. B. Tilghmann et als.

vs.

Eva H. Warren, Executrix of J. E. Warren and Eva H. Warren, in her own right.

O B #8
Page 259

DECREE

CONFIRMING COMMISSIONER IN CHANCERY'S REPORT.

Date
June 15 - 1925.

We hereby consent to this decree.
E. H. Warren Executrix
of J. E. Warren &
Eva H. Warren in her
own right.
By Geo. F. Whitley
Atty.

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT:

.....

Wm. B. Tilghmann Co. Inc., et als,.....Plaintiffs.

vs) In Chancery.

Eva H. Warren, Executrix, et als,.....Defendants.

.....

This cause came on this day to be again heard upon the papers formerly read, and upon the report of the sale of the real and personal property by George F. Whitley and E. H. Williams, Special Commissioners, herewith filed, to which no exceptions have been taken and was argued by Counsel;

And it appearing to the Court from the said report that the house and lot in the bill and proceedings of this cause, heretofore mentioned and described, was sold at public auction on the premises, in the town of Smithfield, Virginia, on Thursday, January 29, 1925, at 10:30 o'clock, A. M., according to the terms and in pursuance of a decree heretofore entered in this cause on January 15, 1925, at which sale R. A. Edwards, being the highest bidder became the purchaser of the said land at the price of Four Thousand and Fifty Five Dollars ($4055.00); and who in pursuance of the aforesaid decree has paid to the said Special Commissioners a sum equal to fifteen percent of the said purchase price; on consideration whereof, the Court confirming the said sale, doth adjudge, order and decree, that the said George F. Whitley and E. H. Williams, Special Commissioners as aforesaid, do proceed, upon the payment of the balance of the purchase price of the said land, to execute and deliver to the said R. A. Edwards, a good and sufficient deed in fee-simple, ~~and~~ with covenants of Special Warranty; and the said Special Commissioners shall forthwith deposit ~~hold~~ said purchase price of the said land, and the proceeds from the sale of the chattel property, ~~as reported, until the~~ in a solvent bank to an interest bearing account until the further order of this Court.

Report of Sale of Real & Personal Property, &c.

And the said Special Commissioners shall make report to this Court how they have executed this decree, and this cause is continued.

10

Wm. B. Tilghmann, Co. Inc.,
et als, Plaintiffs.

vs) In Chancery.

Eva H. Warren, Executrix,
et als, Defendants.

DECREE.

We ask for the
decree
for Plaintiffs as
E. H. Williams Atty.
1925
Apr 2 Ent. Rec. 1 P. Clerk.

E. H WILLIAMS,
ATTORNEY AT-LAW.
SMITHFIELD, VIRGINIA

Book 8, Page 269

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA.

- -

Wm. B. Tilghmann Company, Inc., and J. W. Holt, who sue in behalf of themselves and other creditors.... Plaintiffs

v.

Eva. H. Warren, Executrix of the estate of J. E. Warren, deceased and Eva. H. Warren, in her own right, .. Defendants.

- -

This cause came on this day to be heard on the report of R. A. Edwards, Commissioner in Chancery, filed on the 27th. day of August, 1926, to which report there are no exceptions, and was argued by Counsel.

And it appearing from said report, together with the depositions, accounts and statements filed therewith, that in addition to the amount received from the sale of the chattel property belonging to the estate of J. E. Warren, deceased, by the Special Commissioners appointed herein, the said Special Commissioners have received from Eva. H. Warren, Executrix of the estate of J. E. Warren, deceased, the sum of Two Thousand Two Hundred Fifty Four, Dollars and twenty-six cents ($2254.26), the same being the balance in the hands of the Executrix after the payment of certain claims as shown by her report; that the indebtedness of J. E. Warren at the time of his death was Twenty Thousand, Three Hundred, Seventy-four Dollars and thirty six cents ($20,374.36), exclusive of the lien indebtedness against certain farm lands; that the said indebtedness is evidenced by notes and open accounts; that Counsel of record in this cause have agreed upon a compromise settlement of the claim of J. W. Holt against the partnership, wherein J. E. Warren and J. W. Holt were conducting a horse business; that the said compromise agreement provides for the payment fo the said J. W. Holt the sum of

Three Hundred Dollars ($300.00), in full settlement of this claim; that the said Commissioner in Chancery recommends the acceptance of said compromise settlement; and, that the amount of the debts due the estate of the said J. E. Warren aggregates Eight Thousand One Hundred Seventy Two Dollars and sixty one cents ($8172.61) and is evidenced by notes and accounts, on consideration whereof the Court doth confirm the said report and doth adjudge, order and decree that E. H. Williams and Geo. F. Whitley, Special Commissioners heretofore appointed in this cause, do take possession of the said notes and accounts due the estate of J. E. Warren, deceased, and forthwith proceed with the collection of same or to sell same at public auction, for cash after having advertised the time, place and terms of sale for at least ten days by notices posted in five or more public places in the County of Isle of Wight.

And the said Special Commissioners are ordered to report to Court how they have executed this decree. And this cause is continued-

#17

Wm. B. Tilghmann Co. Inc

et al.

v.

DECREE.

Eva. H. Warren, Executrix,
et al

1936.
Sept 7.
Entered this
Bk W.

Book 8
Page 241

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

HAMPTON ROADS PAPER CO., NORFOLK

ISLE OF WIGHT, VA., March 26th, 1924. 192

M J. E. Warren's Estate.,

Smithfield, Va.

TO R. A. EDWARDS, DR.

CLERK OF THE CIRCUIT COURT

Of Isle Of Wight County

Prompt settlements of accounts rendered insures prompt attention to future work.

1923.		
July 1st	To report of liens for 6 months @ 2.00,	12 00
Dec 15th	" docketing judgment & execution Vs.J.E.Wills	1 05
1924.		
Jan. 1st	To report of liens for 6 months @ 2.00	12 00
Jan. 17	To Recording Trust Deed Vs. M. F. Hall,	2 10
		$ 27.15

#

VIRGINIA,

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

William B. Tilghmann Inc. et als.....Plaintiffs

v) In Chancery

Eva H. Warren, Executrix..... Defendant

- -

TO THE JUDGE OF THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT:-

This cause came on this day to be again heard upon the papers formerly read and upon the report of Geo. F. Whitley and E. H. Williams, Special Commissioners, herewith filed by leave of Court, and was argued by Counsel.

On consideration whereof, and it appearing from said report that pursuant to a decree heretofore entered, the said Special Commissioners, after having advertised, as in said decree directed, the time, place and terms of sale, did on the 10th day of November, 1926, offer for sale at public auction the notes, accounts, judgments and the stocks belonging to the estate of the said J. E. Warren, deceased, at which sale A. E. S. Stephens being the highest bidder became the purchaser of the notes, accounts and judgments of the said J. E. Warren, deceased, for the sum of Two Hundred and Forty Dollars ($240.00); and also at the said sale B. P. Chapman being the highest bidder became the purchaser of the stocks of the said J. E. Warren, deceased, for the sum of Sixty Four Dollars ($64.00), the Court doth confirm the said sale of the said notes, accounts judgments and stocks as above made. And it further appear- from said Special Commissioners' Report that the amount of money in the hands of the Special Commissioners is as follows:

Amount received from sale of chattel property	$815.85
Amt. received from sale of accounts, notes, judgments and stocks----------	304.00
Amount received from Administratrix---	2254.26
Amount received from sale of house and lot-	4055.00
	$7429.11

that the cost taxes, ~~etc~~. amount to $590.38; that the total amount of debts due by the estate of J. E. Warren is $20,928.38.

And it also appearing from said report that Eva. H. Warren, widow of the said J. E. Warren, deceased, and R. B. Hetrick, creditor of the said J. E. Warren, deceased, in the sum of Two Thousand Dollars ($2000.00), without interest, are willing to accept the sum of Fifteen Hundred Dollars ($1500.00) in full settlement of the dower interest of the said Eva H. Warren and of the claim of the said R. B. Hetrick, and that the said Special Commissioners, by the said report, have recommended that this sum be paid to the said Eva. H. Warren and R. B. Hetrick, the Court concurring in said recommendation doth adjudge, order and decree that out of the funds now in thenhands of the said Special Commissioners the said sum of Fifteen Hundred Dollars be paid to the said Eva H. Warren and R. B. Hetrick, in full and complete satisfaction of their respective claims and interest in and against the estate of the said J. E. Warren.

And it further appearing to the Court that nothing further remains to be done in this cause, except disburse the said sum of Seven Thousand Four Hundred, Twenty-nine Dollars and eleven cents, the Court doth adjudge, order and decree that the said Geo. F. Whitley and E. H. Williams, Special Commissioners as aforesaid, do, first after paying

the cost of Court, ~~the usual~~ fees to the Special Commissioners, and a fee of $225.00 to E. H. Williams, and a fee of $225.00 to Geo. F. Whitley, for their respective services in this cause, and after the payment of the sum of Three Hundred Dollars to J. W. Holt, as reported by the Commissioner in Chancery to whom this cause was referred, and later confirmed by the Court, the payment of the said sum of Fifteen Hundred Dollars to the said Eva H. Warren and R. B. Hetrick, as above set forth; that then the said Special Commissioners shall pro rate the balance of the said sum among the creditors of the said J. E. Warren, deceased, as per list of said creditors attached to the said report of said Special Commissioners filed with the Court, as of this date.

And the said Commissioners shall report to Court how they have executed this decree.

And this cause is continued.

Tilghman & Co. et als

v.) In Chancery

Warren, Executrix.

1927
Jan. 5.
Entered
B. Ord.

DECREE.

Book 8 359.
Page

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

HAMPTON ROADS PAPER CO., NORFOLK

To the Clerk of the Circuit Court of Isle of Wight County. Va.

William B. Wrenn Co-T. & J. M. Hall who sue on behalf of themselves & such other Creditors who may come in and Contribute to the Cost of this Suit. Plaintiffs

Vs

Eng. H. Warren in her own right & as Executrix of the Est. of E. Warren, dec'd. Defendant.

Issue Summons for said Plaintiffs against the said Defendant to 2nd Mon. [illegible] 1924 to answer the said Plaintiffs a Case in Chancery

E. H. Williams p.q.

Ridgley and Dupuis Counsellors at Law
By _____ Attorneys-in-Fact

1

Zeigler et al

vs Cy-No.

Warren et als

Name.

Field.

Apr. 24-1924.

Def 750

No Disp. Pro issued 4/24/24
Due to Sheff - as required
Clerk R.A.E.

VIRGINIA,

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT:

William B. Tilghmann, Inc. et als----------Plaintiffs

VS) In Chancery

Eva H. Warren, Executrix,----------Defendant

This cause came on this day to be again heard on the papers formerly read, and on the report of George F. Whitley and E. H. Williams, Special Commissioners, this day by leave of Court filed, to which report there are no exceptions, and was argued by counsel.

And it appearing from said report together with the receipts returned therewith, that the said Special Commissioners have paid the Court costs in this cause, and the Attorney's fees, and have distributed the remainder of the proceeds in their hands as directed by a decree entered in this cause on the 3d day of January, 1927, and that the general creditors received as their pro rata share 23 1/3 per cent, on consideration whereof the Court doth confirm the said report.

And there remaining nothing further to be done in this cause, the same is ordered to be stricken from the docket.

Tilghmann Inc., et als

Vs:

Warren, Executrix.

Decree

1427
ap. 13.
Entered
P.D.

Book 4 page 381

No.

Know all Men by These Presents: That we George F. Whitley and E. H. Williams

principals,

and

The Fidelity & Deposit Company Of Maryland surety,

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Seven Thousand Dollars to the payment whereof well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

And as to this bond we hereby severally waive the benefit of our Homestead Exemption, and also any right, claim or privilege to discharge any liability arising hereunder to the said Commonwealth, or by virtue of the said office or trust for which this bond is given, with coupons detached from the bonds of this State.

In Testimony Whereof, the said George F. Whitley and E. H. Williams, principals has hereto set his hand and affixed his seal;

and the said The Fidelity And Deposit Company Of Maryland, surety, by R. A. Edwards, its duly authorized agent and attorney in fact, has caused its corporate name and seal to be hereunto affixed, the said seal to be attested by the signature of the said R. A. Edwards, its said agent and attorney in fact, this, the 16th day of January A. D. 1925.

The Condition of the Above Obligation is Such, that if the above bound George F. Whitley and E. H. Williams, who were by a decree entered in the Circuit Court of the County of Isle Of Wight on the 15th day of January 1925, under the style of Wilgh an Co., Inc., et als Vs. Eva H. Warren, Executrix, et als, Docket Number 438, appointed as Special Commissioners,

shall faithfully discharge the duties of his office or trust as such Special Commissioners, , then the above obligation to be void, or else to remain in full force and virtue.

Geo. F. Whitley. [SEAL]

E. H. Williams (Seal)

The Fidelity & Deposit Company of Maryland

By R A Edwards,

Its duly authorized agent and attorney in fact.

Attest: R. A. Edwards

Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 16th day of Jan. 1925 this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

R. A. Edwards Clerk.

a copy.
Teste R. A. Edwards clk

#7

Delgaman Co Inc

vs

Harrens Executrix

Copy of Bond.

Fild.

Jan 16-1925

A.L. Edmunds Clk

Everett Waddey Co., Stationers and Printers. Richmond, Va. } **Form No. 310.—Clerk's Certificate that Commissioner has given bond.**

In the Clerk's Office of the Circuit Court of the County of Isle Of Wight; Virginia.

E. B. Tilghmann Company Inc., et als., Plaintiffs,
AGAINST
Eva M. Warren, Executrix., et als., Defendants.

I, R. A. Edwards, Clerk of the said Court, do certify that the bond required of the Special Commissioner by the decree rendered in said cause on the 15th day of January 1925., ~~189~~ , has been duly given.

Given under my hand as Clerk of the said Court, this 16th day of January 1925. ~~189~~ .

R. A. Edwards

#8

Eisfeld

78 Avenue

Haven

Feild

Jan 6 - 1926