

1932-010 Chancery Causes: James River Bridge Corporation vs W. R. Norsworthy

585

Dee of Wight County

Josephine Norsworthy

Plat in Oversize Box 3

other surnames [Bank of Smithfield]  
[Federal Land Bank of Baltimore]

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

James River Bridge Corporation,  
a corporation chartered and exist-  
ing under the laws of the State of  
Virginia

v) Chancery. No. 175.

W. R. Norsworthy and  
Josephine Norsworthy

To R. A. Edwards, Clerk of the Circuit Court of the County of  
Isle of Wight, Virginia:

You will please issue summons for the respondents  
to appear at the Rules to be holden in your Court on the 3rd.,  
Monday in November, 1930, and answer a bill of complaint to be  
filed against them by the complainants, James River Bridge Corpor-  
ation.

Johnson & Stephens.  
Attorneys for the complainants.

Johnson & Stephens, P.Q.

For and in consideration of the sum of twenty five dollars, cash in hand paid, the receipt whereof is hereby acknowledged, I hereby agree to sell to the James River Bridge Corporation, a right of way over and across my tract of land situate in Newport Magisterial District, County of Isle of Wight, State of Virginia, said right of way to begin at a point on the dividing line between my said farm and the property of John Scott, colored, and to run in an Easterly direction over and across my said farm to a point on the road leading from Carrollton to Brewer's Creek. Said corporation to pay me therefor at the rate of one thousand dollars for all land taken, the amount of land taken to be approximately three and forty two one hundredths acres, and two hundred dollars in addition to the said one thousand dollars to be used in construction of proper fences along the said right of way. And I further agree to convey the property to the said Corporation by deed with covenants of General Warranty, upon payment to me of the sum aforesaid, the said sum of one thousand dollars to be applied in payment on the liens now existing on my said farm. Said corporation is to pay all expenses incident to the survey and conveyance of the said right of way.

Given under my hand and seal this the 13th. day of April, 1928.

W. R. Norsworthy (SEAL)

Witness: A. E. S. Stephens.

State of Virginia,

County of Isle of Wight, to-wit:

I, A. E. S. Stephens, a Commissioner in Chancery for the Circuit Court of the County of Isle of Wight, in the State of Virginia, do hereby certify that W. R. Norsworthy, whose name is signed to the foregoing writing bearing date the 13th. day of April, 1928, has acknowledged the same before me in my said county.

Given under my hand this 13th. day of April, 1928.

A. E. S. Stephens,  
Commissioner in Chancery

VIRGINIA; Clerks office of the Circuit Court of the County of Isle of Wight, Nov. 22, 1929, at one o'clock, P.M., this deed was received and with the certificate annexed, admitted to record.

Teste, R. A. Edwards (CLERK)

1  
VIRGINIA: IN THE CIRCUIT  
COURT OF THE COUNTY OF  
ISLE OF WIGHT

James River Bridge Corpora-  
tion, a corporation, etc.

v) Chancery. No. 185.

W. R. Morsworthy, and  
Josephine Morsworthy

Memorandum

*11-14-30*

*Deposit - 750*

LAW OFFICES  
JOHNSON AND STEPHENS  
SMITHFIELD, VIRGINIA

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

James River Bridge Corporation, Complainant.

v). Chancery. No. 585. "Decree."

W. R. Norsworthy et al., Respondents.

This day came the complainant, by counsel, and moved the Court to dismiss this cause from the docket, the object thereof having been accomplished, it is adjudged, ordered and decreed that this cause be dismissed with costs against the complainant.

Gas. River Bridge Corp  
V. Cleary, No. 585.

W.R. Worworthly

Order of Dismissal.

1932

Jan. 4.

Entered his  
B.W.

Book 9  
page 24

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**Commonwealth of Virginia,**

*To the Sheriff of Isle of Wight County—Greeting:*

WE COMMAND YOU, That you summon **W. R. Norsworthy and Josephine  
Norsworthy,**

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 **November**, 19**30**,  
to answer a bill in chancery, exhibited against **them**  
in our said Court by **James River Bridge Corporation, a corporation  
chartered and existing under the laws of the State Of Virginia.,**

And have then and there this writ.

Witness, R. A. EDWARDS, Clerk of our said Court, at the Courthouse, this **14th**  
day of **November**, 19**30**, and in the **155th** year of the  
Commonwealth.

*R. A. Edwards* Clerk.

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\_\_\_\_\_  
The James River Bridge Corp.  
\_\_\_\_\_

vs. } CHANCERY NO. 585  
\_\_\_\_\_

W. R. Nersworthy et. als.  
\_\_\_\_\_

ORIGINAL SUBPOENA

\_\_\_\_\_  
Virginia, Clerk's office of the Circuit  
Court of the County of Isle of Wight.

\_\_\_\_\_, 19\_\_\_\_  
Returned, entered and filed.

Teste:  
\_\_\_\_\_  
Clerk

To Second November Rules  
\_\_\_\_\_

19-30-

Johnson & Stephens. p. q.  
\_\_\_\_\_

Not finding Mr. R. Nersworthy at his usual place  
of abode nor any member of the family of the said  
Mr. R. Nersworthy over the age of sixteen years  
I executed the within Subpoena by posting a true copy of same  
on the front door of the residence of the said Mr. R. Nersworthy  
Nersworthy in the County of Isle of Wight this 15<sup>th</sup>  
day of Nov. 1944

By W. C. Whitfield, Sheriff  
D. S.

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

James River Bridge Corporation,  
a corporation chartered and exist-  
ing under the laws of the State  
of Virginia,

v) Chancery. No. \_\_\_\_\_

W. R. Norsworthy and  
Josephine Norsworthy.

To the Honorable B. D. White, Judge of the Circuit Court of  
the County of Isle of Wight, Virginia:

Your complainant, humbly complaining, showeth unto  
your Honor, the following cause, to-wit:

That it is a domestic corporation, chartered, organ-  
ized, and existing under the laws of the State of Virginia;

That by virtue of an act of the General Assembly,  
Acts of the Special Session of 1927, page three, it was author-  
ized to construct, maintain and operate bridges and approaches  
thereto, across the James River, Chuckatuck Creek, and Manse-  
mond River, reference to which said act of General Assembly  
is hereby specifically made for a more detailed description of  
its authority;

That in pursuance of the authority vested in it by  
virtue of the Act of the General Assembly of Virginia, as afore-  
said, and the provisions of its corporate charter, it commenced  
the construction of its system of bridges, across the aforesaid  
rivers and creek, together with the necessary approaches and  
roads leading thereto;

That on the 13th. day of April, 1928, one W. R. Nors-  
worthy, being seized and possessed of the following described  
real estate, situate, lying and being in Newport Magisterial  
District, County of Isle of Wight, State of Virginia, contain-  
ing 3.42 acres and more specifically described as follows:

All that certain strip, piece or parcel of land, lying in Newport Registerial District, of the County of Isle of Wight, in the State of Virginia, being a portion of the farm on which the grantors now reside, located near Carrollton, containing three and forty two one hundredths acres, bethe same more or less, bounded and described as follows: Beginning on the Western side of the County road leading from the Arascoe Neck road to Brewer's Creek, at a point five hundred and ninety feet South of the centre of the said Arascoe Neck road which said Arascoe Neck road leads from Carrollton to Point of Marsh; extending thence along the Western side of Brewer's Creek road South nine degrees and thirty minutes East sixty feet, more or less, to a point; thence South seventy eight degrees and sixteen minutes West twenty four hundred and ninety and two tenths feet, more or less, to the dividing line between the property of the grantors and that of John Scott; thence Northeastwardly and Northwestardly along the dividing line aforesaid to a point sixty feet distant from at right angles to the Southern line of the property hereby conveyed; thence North seventy eight degrees and sixteen minutes East twenty four hundred and fifty eight and four tenths feet, more or less, to the point of beginning; together with the necessary slopes and fills to constitute a strip of land sixty feet in width at a grade to be established by the grantor's engineers.

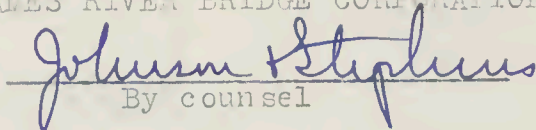
And being to seized on that day entered into a written agreement with your complainant, for the sale of the same, which said agreement was signed by the said W. R. Norsworthy and duly delivered to your complainant, and by which said agreement the said W. R. Norsworthy covenanted and agreed that for and in consideration of the sum of twelve hundred dollars, the sum of twenty five dollars having been paid to him at the time of his signing, sealing, and delivering the aforesaid agreement to your complainant, the remainder thereof to be paid as is hereafter set out, to convey to your complainant the aforesaid three and forty two one hundredths acres of land by a good and sufficient deed with covenants of General Warranty; that the remainder of the consideration therefor, the sum of eleven hundred and seventy five dollars, due on the agreed purchase price, your complainant was to pay to the said W. R. Norsworthy, the sum of two hundred dollars to be used by the said W. R. Norsworthy in the construction of a proper fence along the property to be acquired by your complainant by virtue of the said agreement, and the remainder was to be applied on the

liens then existing upon the said real estate, as by the said agreement, ready to be produced in court, a copy of which is hereto attached and filed, marked "Exhibit A", and made a part of this bill, will more fully appear;

That acting upon the said agreement with the said W. R. Norsworthy your complainant took possession of the aforesaid real estate, a strip or parcel of land containing 3.42 acres, and constructed thereon a concrete roadway, together with necessary shoulders, to be used by it in and about the approaches to its bridges; that in accordance with the provision of the aforesaid agreement it caused the property to be surveyed and a deed conveying it to your complainant with covenants of General Warranty to be drafted, which said deed it presented to the respondents, W. R. Norsworthy and Josephine Norsworthy, his wife, for their signatures and at the same time tendering the balance of the purchase money as provided in said agreement and although your complainant has paid to them the sum of two hundred dollars and which they have used, as your complainant is informed, in and about the construction of fences along said property, and although, your complainant, is, and always has been, ready and willing to pay the balance of nine hundred and seventy five dollars, on account of the liens on the property conveyed, and to this end it had arranged to secure a release from the Bank of Smithfield, the then holder of a lien upon the property, and from the Federal Land Bank of Baltimore, the holder of another certain lien upon the said property, and to fully perform its part of the said agreement whenever the said W. R. Norsworthy and Josephine Norsworthy would execute and deliver to it a good and sufficient deed in accordance with the aforesaid agreement, the said W. R. Norsworthy and Josephine Norsworthy refused, and still do refuse, to perform their part of the said agreement.

Upon consideration whereof, and forasmuch as your complainant is without remedy in the premises, save in a court of equity where matters of this kind are alone and properly cognizable, it prays that W. R. Norsworthy and Josephine Norsworthy be made parties respondent to the bill and requested to answer the same, though not under oath, answer under oath, being, hereby, especially waived, that proper process issue, that the said respondents may be decreed specifically to perform the said agreement entered into with your complainant and to make a good and sufficient deed to your complainant for the above described property, your complainant being ready and willing and is hereby offering to perform specifically the said agreement on its part, and upon the respondents making out a good and sufficient title to the premises and executing a proper covenants therefor to your complainant, pursuant to the terms of the said agreement, to pay to the proper parties the residue of the purchase price; and that your complainant may have such other, further and general relief as the nature of its case may require or to equity shall seem meet and proper, and as in duty bound it will ever pray, etc.

JAMES RIVER BRIDGE CORPORATION

  
By counsel

Johnson & Stephens, p.c.

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

JAMES RIVER BRIDGE CORP.,  
a corporation, etc.,

v) Chancery. NO. 585

W. R. HORSWORTHY, et ux.

Bill of Complaint

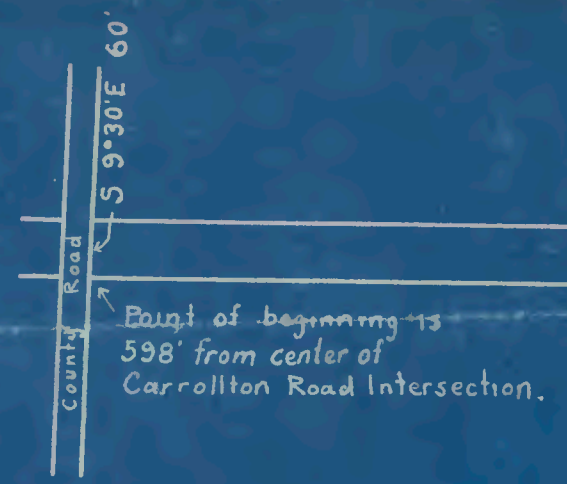
12/15/30

LAW OFFICES  
JOHNSON AND STEPHENS  
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

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JAMES RIVER BRIDGE CORPORATION  
RIGHT-OF-WAY  
THRU PROPERTY OF  
W. R. NORSWORTHY  
CARROLLTON, VA.  
SCALE 1"=200' APRIL 1928.



S 78°16' W 2490.2'  
JAMES RIVER BRIDGE CORPORATION 3.42 Acres  
N 78°16' E 2458.4'

W. R. Norsworthy

W. R. Norsworthy

