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IN THE  
**Supreme Court of Virginia**  
AT RICHMOND

**RECORD NO. 78-0314**

JACK D. MANESS, TRUSTEE  
EMMA JEAN THRASHER, an infant,  
*Appellants,*

v.

TIDEWATER SAND COMPANY, INCORPORATED  
HAYNES J. POWELL  
DANIEL L. THRASHER, JR.  
IRENE H. THRASHER  
CATHERINE ANN THRASHER  
SALLIE THRASHER, TRUSTEE  
*Appellees.*

**JOINT APPENDIX**

Jack D. Maness  
604 Plaza One Building  
Norfolk, Virginia 23510  
*Counsel for Appellants*

Joseph J. Lawler  
1020 F&M National Bank Building  
Norfolk, Virginia 23510  
*Counsel for Tidewater Sand Company, Inc.*

Grover C. Wright, Jr.  
3330 Pacific Avenue  
Virginia Beach, Virginia 23451  
*Counsel for Haynes J. Powell*

Stanley G. Barr, Jr.  
1530 Virginia National Bank Building  
Norfolk, Virginia 23510  
*Counsel for Daniel L. Thrasher, Jr.*

William E. Baggs  
1700 First Virginia Bank Tower  
Norfolk, Virginia 23510  
*Counsel for Irene H. Thrasher,  
Catherine Ann Thrasher, Sallie Thrasher*

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VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF CHESAPEAKE

TIDEWATER SAND COMPANY, INCORPORATED,  
a Virginia corporation,

Complainant

vs.

IN CHANCERY NO. 5705

HAYNES J. POWELL  
411 24th Street  
Virginia Beach, Virginia

DANIEL L. THRASHER, JR., individually and  
as Executor of the Estate of  
Emma P. Thrasher, deceased  
1400 Elbow Road  
Chesapeake, Virginia

✓ IRENE H. THRASHER  
1512 Palmetto Street  
Norfolk, Virginia

CATHERINE ANN THRASHER,  
5815 N. Pennsylvania Street  
Indianapolis, Indiana

SALLIE THRASHER, Trustee for Catherine Ann Thrasher  
under the Will of Robert Earl Thrasher, deceased  
5815N Pennsylvania Street  
Indianapolis, Indiana

✓ JACK P. MANESS, Trustee for Emma Jean Thrasher,  
under the Will of Robert Earl Thrasher, deceased;  
Plaza One Building, Room 604  
Norfolk, Virginia

EMMA JEAN THRASHER, an infant

Defendants.

AMENDED AND SUPPLEMENTAL  
BILL OF COMPLAINT

TO THE HONORABLE JERRY G. BRAY,  
Judge of the Court aforesaid:

TIDEWATER SAND COMPANY, INCORPORATED (Tidewater Sand), a  
Virginia corporation, respectfully represents:

KELLAM,  
PICKRELL  
& LAWLER  
ATTORNEYS AT LAW  
NORFOLK, VA.

1. By judgment decree entered by this court on October 1, 1973, in a chancery cause then pending therein, styled Emma P. Thrasher, et al v. Tidewater Sand Company, Incorporated, there was awarded a money judgment to Tidewater Sand against the said Emma P. Thrasher and Ralph Moulton, Trustee, jointly and severally, in the sum of \$58,437.75, with interest and costs, which said judgment was, on October 1, 1973, duly

docketed in the Clerk's Office of this court as provided by law, in Judgment Lien Docket Book 41, at page 226, which judgment thereupon became a lien upon all real estate in the City of Chesapeake, Virginia, of or to which the said Emma P. Thrasher and/or the said Ralph Moulton, Trustee, was possessed or entitled;

2. On October 1, 1973, the said Emma P. Thrasher was seized and possessed in fee simple of the following described real estate:

PARCEL ONE: All that certain parcel of land with the buildings and improvements thereon, situated in Washington Borough of the City of Chesapeake, Virginia, about one (1) mile from Butts Station, and more particularly described as follows:

BEGINNING on Elbow Road on the east side of an old ditch, the line of Mrs. Mary E. Hall's land, and running thence northerly along said line to a ditch near the corner of Mrs. Hall's land; thence easterly along the last named ditch, to a ditch track; thence southerly along said ditch track, and a ditch running straight course with said ditch tract, to the main road; thence westerly along the main road, to Mrs. Hall's line, the point of beginning, containing fifteen (15) acres, more or less.

PARCEL TWO: An undivided one-third (1/3) interest in a tract of about 74.6 acres situated on or near Centerville Turnpike, Chesapeake, Virginia which was acquired by Daniel L. Thrasher (Sr.) by deed of Henry Butt, dated May 29, 1939 and recorded in the Clerk's Office of this court in Deed Book 656 at page 217;

PARCEL THREE: A tract containing 400 acres, more or less, in Chesapeake, Virginia which was conveyed to Emma P. Thrasher, widow, by deed of Bayberry Farms, Inc., by deed duly recorded in said Clerk's Office in Deed Book 1568, at page 41;

3. By deed dated December 4, 1973, and recorded in Deed Book 1675, at page 664, on December 19, 1973, the said Emma P. Thrasher granted



and conveyed the above described Parcel One to the said Haynes J. Powell, with reservation of a life estate therein to the said Emma P. Thrasher;

4. Complainant is informed, and therefore alleges, that the said conveyance was without consideration;

5. The said Daniel L. Thrasher (Sr.) died, on September 25, 1960, survived by his widow, the said Emma P. Thrasher, and three children to-wit, Robert Earl Thrasher, the said Daniel L. Thrasher, Jr. and Emma Jean Thrasher, (who is to be distinguished from the Emma Jean Thrasher named in the caption hereof and mentioned in paragraph 7 below) seized and possessed of the said Parcel Two.

6. The said Emma Jean Thrasher, daughter of Daniel L. Thrasher (Sr.) died testate on October 1, 1972 and by her Will probated in the aforesaid Clerk's Office and recorded therein in Will Book 38 at page 121, she devised hereone-third (1/3) interest in said Parcel Two to the said Emma P. Thrasher;

7. The said Robert Earl Thrasher died in 1974 or thereabouts, survived by his widow, the said Irene H. Thrasher, and two daughters, Emma Jean Thrasher and Catherine Ann Thrasher, and by his Will probated in Clerk's Office of the City of Norfolk, Virginia, he devised his interest in said Parcel Two, one half (1/2) thereof to the said Jack D. Manness, Trustee for Emma Jean Thrasher, his daughter and one half (1/2) thereof to the said Sallie Thrasher, as trustee for his daughter, the said Catherine Ann Thrasher;

8. On March 27, 1974, the said Emma P. Thrasher died, and the said Daniel L. Thrasher, Jr. was appointed and qualified as the executor in the Clerk's Office of this court and is now serving as such; by the Will of the said Emma P. Thrasher, she devised all of her interest in the above described real estate to the said Daniel L. Thrasher, Jr.;

9. The said Parcel Two is subject to an easement in favor of complainant by deed recorded in the aforesaid Clerk's Office in Deed Book 1524 at page 424; the said Parcel Three is subject to a contract between complainant and Emma P. Thrasher et al, dated July 1, 1968 and recorded in

Deed Book 1519, at page 117;

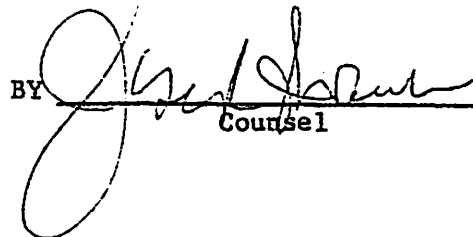
10. At the time of her death, the said Emma P. Thrasher was seized and possessed of the said Parcel Three, and the same passed by her Will aforesaid to the said Daniel L. Thrasher, Jr.

11. The rents and profits from the above described land will not satisfy the said judgment within five (5) years;

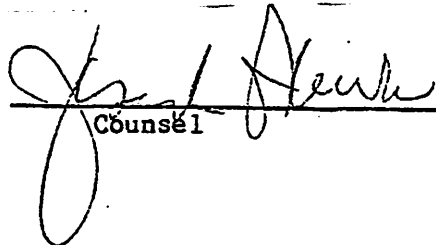
12. The said Parcel Two is not susceptible of partition in kind and none of the parties hereto are willing to take the whole thereof and pay the other owners and the lien holder the amount to which they are entitled for their respective interests, and the interest of all of the parties will be promoted by a sale thereof and the division of the proceeds thereof among the parties in accordance with their respective interests

WHEREFORE, complainant prays that the said real estate, or so much thereof as may be necessary, be sold to satisfy the said judgment, commencing with said Parcel One; that any sale of Parcel Two be made subject to the easement in favor of complainant above described and that any sale of Parcel Three be made subject to the said contract between complainant and the said Emma P. Thrasher, et al, and that complainant have such other and further and general relief as the nature of its case may require or as to equity shall seem meet.

TIDEWATER SAND COMPANY, INCORPORATED

BY  Counsel

I hereby certify that a true copy of the foregoing Bill was mailed on the 22 day of June, 1976, to Stanley Barr, Esquire, United Virginia Bank Building, Main Plaza East, Norfolk, Virginia, counsel for Daniel L. Thrasher (Sr.) and to Grover Wright, Esquire, 3330 Pacific Avenue, Virginia Beach, Virginia, counsel for Haynes J. Powell.

  
Counsel

KELLAM, PICKRELL & LAWLER  
( Joseph J. Lawler )  
1020 F & M National Bank Building  
Norfolk, Virginia 23510

KELLAM,  
PICKRELL  
& LAWLER  
ATTORNEYS AT LAW  
NORFOLK, VA.



VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF CHESAPEAKE  
ON THE 5TH DAY OF DECEMBER, 1977.

TIDEWATER SAND COMPANY, INC., :  
a Virginia corporation, :

Complainant :

vs. :

CHANCERY NO. 5705

HAYNES J. POWELL, et al, :

Defendants :

DECREE CONFIRMING REPORT OF COMMISSIONER  
IN CHANCERY AND ORDERING SALE OF PROPERTY

THIS CAUSE came on this day to be heard upon the papers formally read and upon the report of James A. Leftwich, Commissioner in Chancery, to whom this cause was heretofore referred, filed herein on July 14, 1977, and upon the exceptions to said report filed by Irene H. Thrasher, Catherine Anne Thrasher, and Sally Thrasher, Trustee for Catherine Anne Thrasher, and by Jack D. Maness, Trustee for Emma Jean Thrasher, an infant, and by Haynes J. Powell and was argued by counsel.

Upon consideration whereof, it is

ADJUDGED, ORDERED and DECREED that the said exceptions be, and the same hereby are, overruled and that the said report of the Commissioner in Chancery be and the same hereby is, in all respects, APPROVED and CONFIRMED, and pursuant thereto, it is

ORDERED that the below described property, or so much thereof as is, in the judgment of the Special Commissioners hereinafter appointed, reasonably necessary to satisfy the judgment which is the subject of this cause, be sold at public auction for cash, in the order of sale set forth below:

PARCEL FIRST: A tract of about 74.6 acres situated on or near Centerville Turnpike, Chesapeake, Virginia which was acquired by Daniel L. Thrasher, Sr. by deed of Henry Butt, dated May 29, 1939 and recorded in the Clerk's Office of this Court in Deed Book 656, at page 217;

PARCEL SECOND: All that certain parcel of land with the buildings and improvements thereon, situated in Washington Borough of the City of Chesapeake, Virginia, about one (1) mile from Butts Station, and more particularly described as follows:

BEGINNING on Elbow Road on the east side of an old ditch, the line of Mrs. Mary E. Hall's land, and running thence northerly along said line to a ditch near the corner of Mrs. Hall's land; thence easterly along the last named ditch, to a ditch track; thence southerly along said ditch track, and a ditch running straight course with said ditch tract, to the main road; thence westerly along the main road, to Mrs. Hall's line, the point of beginning, containing fifteen (15) acres, more or less.

PARCEL THIRD: A tract containing 400 acres, more or less, in Chesapeake, Virginia which was conveyed to Emma P. Thrasher, widow, by deed of Bayberry Farms, Inc., by deed duly recorded in said Clerk's Office in Deed Book 1568, at page 41.

It is further

ORDERED that the sale of the aforesaid property shall be made subject to encumbrances now of record against the same, and subject specifically to the easement in favor of Complainant herein across Parcel First, above, recorded in Deed Book 1524 at page 424 and, as to Parcel Third, above, subject to the rights of Complainant in the contract between Complainant and Ralph Moulton, Trustee, et al dated July 1, 1968 and recorded in Deed Book 1119 at page 117, and free and clear of liens, except as to such deeds of trust now of record against the said Parcel Third and reported by the said Commissioner, as are unreleased at the time of the sale of said Parcel Third hereunder; and it is further

ORDERED that Joseph J. Lawler, Jack D. Maness, William E. Baggs, Grover Wright and Stanley Barr be, and they hereby are, appointed Special Commissioners of this Court for the purpose of making sale of the above property as stated above, but the said Commissioners shall not act hereunder until they have posted bond with proper surety before the Clerk of this Court in the amount of \$ 100,000 <sup>00/100</sup>, conditioned according to law, and, before exposing any of said property for sale, the said Special Commissioners shall advertise a time, place and terms of the said sale or sales in a newspaper published or having a circulation

in the City of Chesapeake, Virginia five times within two (2) weeks prior to such sale, all such sales to be subject to confirmation by the Court; and ~~it~~ is further

ORDERED that the Special Commissioners may sell the said parcels, in the order above stated, in one or more sales as the said Commissioners shall deem best; and it is further

ORDERED that no more than one-third (1/3) of the net proceeds from the sale of Parcel First shall be applied to the judgment of Tidewater Sand Company, Inc. herein and that the cost and expenses of the sale of said properties and of these proceedings shall be allocated as determined by the Court by decree hereinafter entered.

And the said Special Commissioners shall report their actions herunto to the Court.

To which action of the Court the said Irene H. Thrasher, Catherine Anne Thrasher, Sally Thrasher, Trustee for Catherine Anne Thrasher, Jack D. Maness, Trustee for Emma Jean Thrasher, an infant and James B. Power, Guardian ad Litem for Emma Jean Thrasher, duly object and except as to such decree for sale of said Parcel First, <sup>as noted on the papers excepted to the Commission from</sup> and the said Haynes J. Powell duly <sup>filed heron</sup> objects and excepts as to the decree for sale of said Parcel Second.

And this cause is continued.

ENTER: This <sup>5<sup>th</sup></sup> day of December, 1977.

J. L. T. G.  
Judge



I ASK FOR THIS:

Jessie Sturges

p.q.

SEEN:

William B. Cross

*Witness to the will of the late William B. Cross, deceased, and to the execution of the same.*

Jacob C. Winters

Witness to the will of the late William B. Cross, deceased, and to the execution of the same.

KELLAM,  
PICKRELL  
& LAWLER  
ATTORNEYS AT LAW  
NORFOLK, VA.

A COPY TESTED: CHARLES B. CROSS, JR., CHIEF CLERK  
BY Charles B. Cross, Jr. D.C.

TIDEWATER SAND COMPANY, INC.,  
A Virginia Corporation,

*Received 7-14-77*

Complainant,

v.

Chancery No. 5705

HAYNES J. POWELL, et al,

Defendants.

REPORT OF COMMISSIONER IN CHANCERY

TO: THE HONORABLE JERRY G. BRAY, JR., JUDGE OF THE AFORESAID COURT

Your Commissioner in Chancery, James A. Leftwich, to whom this cause was referred by Decrees of Reference entered herein on the 26th day of June, 1975, and on the 26th day of August, 1976, proceeded to execute said Decrees by taking the depositions of Donald V. Jackson, R. E. Collmus, John D. Norfleet, Daniel Thrasher, Jr., Irene Thrasher and Haynes J. Powell, after due notice and in the presence of Mr. Joseph J. Lawler, attorney for the Complainant, Mr. Stanley G. Barr, attorney for Daniel L. Thrasher, Jr., individually and as Executor of the Estate of Emma P. Thrasher, deceased, Mr. Grover C. Wright, attorney for Haynes J. Powell, Mr. Jack D. Maness, Trustee for Emma Jean Thrasher under the Last Will and Testament of Robert E. Thrasher, deceased, Mr. William E. Baggs, attorney for Sally Thrasher, Trustee for Catherine Ann Thrasher, Catherine Ann Thrasher individually and for Irene Thrasher, and further in the presence of Mr. James B. Power, guardian ad litem for Emma Jean Thrasher, an infant. Said depositions and the attendant exhibits are returned herewith and asked to be read as a part of this Report.

Upon consideration of said depositions, the exhibits filed therewith, the brief filed by Mr. Stanley G. Barr, Jr., and adopted by Mr. Joseph J. Lawler, and the briefs filed by Mr. Grover C. Wright, Jr., Mr. William E. Baggs, and Mr. Jack D. Maness, and upon further consideration of the records of this Honorable Court, your Commissioner makes the following report:

1. (a) Who are the owners of the property which is the subject matter of this cause?

There are three parcels of land which are subject to the lien of the Complainant's judgment against Emma P. Thrasher and Ralph Moulton, Trustee, jointly and severally, in the sum of \$58,437.75, plus interest and costs, which judgment was entered on October 1, 1973, and docketed in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia on October 2, 1973 in Judgment Lien Docket Book 41, at page 226; and these three parcels of land, being the subject of this cause and more particularly described in the Amended Bill of Complaint filed herein, are owned as follows:

(1) Parcel One, containing approximately 15 acres and generally referred to as the "Home Site," is owned of record in fee simple by Haynes J. Powell, by virtue of a conveyance to him from Emma P. Thrasher, widow, dated December 4, 1973 and recorded on December 19, 1973 in the aforesaid Clerk's Office in Deed Book 1675, at page 664, a copy of same being filed herewith as Powell Exhibit 1. The said Emma P. Thrasher acquired Parcel One on October 1, 1972, upon the death testate, on that date, of Emma Jean Thrasher, whose will was duly admitted to probate in the aforesaid Clerk's Office on October 9, 1972, in Will Book 38, at page 121.

(2) Parcel Two, containing approximately 74.6 acres, situate on Centerville Turnpike, as to the one-third undivided interest therein subject to the Complainant's lien aforesaid, is owned by Daniel L. Thrasher [Jr.]. An additional one-third interest in fee simple, not subject to the lien of Complainant's judgment, is owned by Daniel L. Thrasher, Jr. The remaining one-third interest is owned in fee simple by Jack D. Maness, Trustee for Emma Jean Thrasher, and by Sally Lou Thrasher, Trustee for Catherine Ann Thrasher, each of said Trustees being vested of an undivided one-sixth interest in the whole, and these interests are both subject to the vested dower interest of Irene H. Thrasher.



Parcel Two was originally owned by Daniel L. Thrasher [Sr.] by virtue of a conveyance from one Henry Butt, unmarried, dated May 29, 1939, and recorded in the aforesaid Clerk's Office in Deed Book 656, at page 217. Daniel L. Thrasher [Sr.] died intestate on September 25, 1960, survived by Emma P. Thrasher, his widow, and three children to-wit: Robert Earl Thrasher, D. L. Thrasher, Jr. and Emma Jean Thrasher, as disclosed by a List of Heirs recorded in the aforesaid Clerk's Office in Will Book 27, at page 324. Robert Earl Thrasher departed life testate on October 2, 1970, and by his will duly admitted to probate in the Clerk's Office of the Corporation Court of the City of Norfolk, Virginia, on October 23, 1970, devised his undivided one-third interest in the same to Jack D. Maness and Sally Lou Thrasher, Trustees as aforesaid, and was survived by his two daughters, Emma Jean Thrasher and Catherine Ann Thrasher, and by his widow, Irene H. Thrasher, who your Commissioner is advised renounced the said will in order to assert her statutory dower interest in the estate of her husband. There is no record of this devise in the Clerk's Office of the Circuit Court of Chesapeake, Virginia. Emma Jean Thrasher, the daughter of Daniel L. Thrasher [Sr.] and Emma P. Thrasher, departed life testate on October 1, 1972, and by her will duly admitted to probate in the Clerk's Office of the Circuit Court of Chesapeake, Virginia, in Will Book 38, at page 121, devised her undivided one-third interest in Parcel Two to her mother, the said Emma Powell Thrasher. The said Emma Powell Thrasher departed life testate on March 27, 1974, and by her will duly admitted to probate in the Clerk's Office of the Circuit Court of Chesapeake, Virginia, on April 2, 1974, in Will Book 40, at page 85, devised her undivided one-third interest in Parcel Two to her son, Daniel Leroy Thrasher, Jr. It is this undivided one-third interest which is subject to the lien of Complainant's judgment.

(3) Parcel Three, containing approximately 400 acres and generally referred to as the "Elbow Farm" is owned of record in fee simple by Daniel Leroy Thrasher, Jr., as the sole devisee under the Last

Will and Testament of his mother, Emma Powell Thrasher, as aforesaid. A copy of the will of Emma P. Thrasher is filed herewith as Complainant's Exhibit 6. The said Emma P. Thrasher acquired Parcel Two by deed from Bayberry Farms, Inc., dated May 21, 1973, and recorded May 21, 1973 in the aforesaid Clerk's Office in Deed Book 1658, at page 41.

Parcels One, Two and Three are situate in the City of Chesapeake, Virginia.

The reported ownerships of the subject properties are subject to recorded liens and encumbrances as follows:

PARCEL ONE, HOME SITE, 15 ACRES.

(a) Deeds of Trust: none.

(b) Judgments: as hereafter reported.

(c) Subject to the lien of real estate taxes for all periods subsequent to December 31, 1974, and, including penalty and interest, totalling \$1,822.78 through June 30, 1977.

PARCEL TWO, 74.6 ACRES, CENTERVILLE TURNPIKE.

(a) Deeds of Trust: none.

(b) Judgments: as hereafter reported.

(c) The lien of real estate taxes for all periods subsequent to June 30, 1974, and, including penalty and interest, totalling \$2,886.68 through June 30, 1977.

PARCEL THREE, ELBOW FARM, 400 ACRES, MORE OR LESS.

(a) Deeds of Trust:

(i) A deed of trust recorded in the Clerk's Office aforesaid in Deed Book 1487, at page 140, executed by Emma P. Thrasher, widow, Daniel L. Thrasher, Jr. and Caroline Thrasher, his wife, to Benjamin Ragsdale and J. James Davis, Trustees, dated May 19, 1967, recorded May 23, 1967, securing a note of even date therewith in the original principal sum of \$100,000.00 payable to the order of the Federal Land Bank of Baltimore.

(ii) Deed of trust recorded in the aforesaid Clerk's Office in Deed Book 1519, at page 130, executed by Emma P. Thrasher,

widow, to Cassell D. Basnight, Trustee, dated July 17, 1968, and recorded July 19, 1968, securing a note of even date therewith in the original principal sum of \$10,000.00 payable to the order of Tidewater Sand Company.

(iii) A deed of trust recorded in the aforesaid Clerk's Office in Deed Book 1658, at page 45, executed by Emma P. Thrasher, widow, Daniel L. Thrasher, Jr. and Caroline Thrasher, his wife, to J. Brownley Cox and Cassell D. Basnight, Trustees, dated May 21, 1973 and recorded May 21, 1973, securing notes more fully described therein, in the original, aggregate principal sum of \$175,000.00 payable to the order of Southside Virginia Production Credit Association.

(b) Judgments: as hereafter reported.

(c) Parcel Three is subject to the lien of real estate taxes for all periods subsequent to June 30, 1974, and, including penalty and interest, totalling \$17,750.32, through June 30, 1977.

Parcels One and Two are subject to the potential lien of Federal Estate Tax and State Inheritance Taxes against the Estate of Emma Jean Thrasher.

Parcels Two and Three are subject to the potential lien of Federal Estate Tax and State Inheritance Tax against the Estate of Emma Powell Thrasher. Mr. Stanley Barr has reported (Page 5 of Depositions taken December 21, 1976) that these taxes have been assessed at \$51,217.00 and \$2,569.69, respectively, and these sums would presumably be subject to the addition of penalty and/or interest.

Parcels One, Two and Three are subject, in whole or part, to the liens of certain judgments docketed in the Clerk's Office of the Circuit Court of Chesapeake, Virginia, as follows:

(a) Judgment Lien Docket Book 38, at page 122, styled Commonwealth of Virginia v. Daniel L. Thrasher, Jr., for \$263.72, plus interest and cost, entered July 15, 1969, docketed July 31, 1969. —



(b) Judgment Lien Docket Book 38, at page 140, styled Solly Sauls t/a Sauls Wheel Alignment and Motor Service v. D. L. Thrasher, Jr. t/a Thrasher Contracting Company, for \$114.46, plus interest and cost, entered August 21, 1969, docketed August 25, 1969.

(c) Judgment Lien Docket Book 41, at page 20, McPherson Bros. Auto Supply Co., Inc. v. Danny Thrasher t/a Chesapeake Grading and Clearing Company, for \$193.88 entered December 2, 1971, docketed November 15, 1972.

(d) Judgment Lien Docket Book 41, page 226, Tidewater Sand Company, Inc. v. Ralph D. Moulton, Trustee and Emma P. Thrasher, for \$58,437.75, plus interest and cost, entered October 1, 1973, docketed October 2, 1973. This judgment is a lien on all three parcels, as indicated, and is the same sought to be enforced by the Complainant.

(e) Judgment Lien Docket Book 44, page 112, styled United States (Richmond) v. Estate of Emma P. Thrasher, D. L. Thrasher, Jr., Executor, constituting a federal tax lien in the total sum of \$3,271.34, plus interest and cost, entered January 16, 1975, docketed December 11, 1975.

(f) Judgment Lien Docket Book 44, at page 156, styled Virginia Carolina Car Company, Inc. v. Dan Thrasher, for Chesapeake Clearing and Grading, for \$271.98 plus interest and costs, entered January 22, 1976, docketed February 3, 1976.

1. (b) Of what real estate Emma P. Thrasher, the judgment debtor herein, died seized and possessed?

In view of the disposition of Inquiry Number 8, following, your Commissioner respectfully submits that Inquiry 1(b) is irrelevant to the subject cause, except to note that Emma P. Thrasher died seized and possessed of an undivided one-third interest in Parcel Two and died seized and possessed of all of Parcel Three, both as hereinbefore set forth.

2. Whether the Complainant is entitled to have any of the property sold to satisfy the judgment described in the Bill and, if so, what order of the same shall be sold?

Section 8-391 of the Code of Virginia of 1950, as amended, provides as follows:

"Jurisdiction to enforce the lien of a judgment shall be in equity. If it appears to the court that the rents and profits of all real estate subject to the lien will not satisfy the judgment in five years, the court may decree such real estate, or any part thereof, to be sold, and the proceeds applied to the discharge of the judgment."

Your Commissioner finds that the Complainant is entitled to have all, or portions, of the subject property sold to satisfy the judgment in the Amended Bill of Complaint and so reports. The testimony of two expert witnesses, Richard E. Collmus and John D. Norfleet, both acknowledged as experienced and able appraisers familiar with real estate in this area, disclosed that the net annual value of Parcel One was \$2,000.00; that there was no net annual value from Parcel Two; and that there was no net annual value from Parcel Three, except that generated by the operation of a 58-acre borrow pit thereon by Tidewater Sand Company, Inc. The testimony of Donald V. Jackson, principal of the Complainant, and of Daniel L. Thrasher, Jr., who is the sole owner of Parcel Three, and the owner of the lessor's interest under its lease with the Complainant for the operation of the pit, was uncontradicted by other affirmative testimony, and when considered along with the various exhibits filed herewith, disclosed that from the period commencing in October of 1973 and ending December 21, 1976, the date of the last hearing in this cause, in your Commissioner's opinion, that no significant net rentals devolved to the owner, from the lease of this pit, and in all probability a net deficit resulted. Accordingly, your Commissioner reports that the rents and profits from all real estate subject to the Complainant's lien will not satisfy the judgment in five years, thereby invoking the jurisdiction of equity to enforce the lien by decreeing the sale of such portion of the real estate as may be necessary and applying the proceeds to the discharge of the judgment. -7-

as follows:

"When the real estate liable to the lien of a judgment is more than sufficient to satisfy the same, and it, or any part of it, has been aliened, as among the alienees for value, that which was aliened last, shall, in equity, be first liable, and so on with other successive alienations, until the whole judgment is satisfied. And as among alienees who are volunteers under such judgment debtor, the same rule as to the order of liability shall prevail; but as among alienees for value and volunteers, the land aliened to the latter shall be subjected before the land aliened to the former are resorted to; and, in either case, any part of such real estate retained by the debtor shall be first liable to the satisfaction of the judgment."

Your Commissioner concludes that all of the real estate subject to the lien of Complainant's judgment is more than sufficient to satisfy the said lien, and that all three parcels of real estate have been aliened within the meaning of Section 8-395.

The first aliened was Parcel Three (3), the 400 acres, more or less, Elbow Farm, by execution of the various deeds of trust thereon as early as 1967, and this parcel was aliened for value. Volume 53, American Jurisprudence, 2d, Section 62, provides that "the rule as to sale in inverse order of alienation has been applied not only where the various parcels were successively aliened, but also where some parcels were alienated and some were merely encumbered, the encumbrance being treated for the purposes of the doctrine under consideration as an alienation 'pro tanto' of the parcel covered thereby." See, also, the case of Conrad v. Harrison, 3 Leigh 532, and a general discussion in 131 A.L.R. 4, 43, 53. Since Parcel Three (3) was the only one of the subject parcels aliened for value, it should be the last subjected to the enforcement of Complainant's judgment.

The second aliened was Parcel One (1), the 15-acre "Home Site," by its conveyance to defendant Powell by deed dated December 4, 1973. This conveyance was admittedly without consideration and places Powell in the position of a volunteer alienee.

The third aliened was Parcel Two (2), 74.6 acres, more or less, which was aliened by the decease of Emma P. Thrasher on March 27, 1974.

Such alienation was also without consideration, placing the devisee of Emma P. Thrasher's undivided one-third interest therein in the position of a volunteer.

Accordingly, your Commissioner reports that, to the extent necessary, all real estate which is the subject of this cause should be sold in satisfaction of Complainant's judgment in the order following:

First, Parcel Two, 74.6 acre tract on Centerville Turnpike, as to the undivided one-third interest owned by Daniel L. Thrasher, Jr., which he acquired under the will of the judgment debtor, Emma P. Thrasher. While your Commissioner views this Parcel as one aliened within the meaning of the statute, that question is moot, since if not one aliened it would then become one retained by the debtor within the meaning of the statute and thereby still first, subject to sale for satisfaction of the lien.

Second, Parcel One, 15 acres, more or less, Home Site.

Third, Parcel Three, 400 acres, more or less, known as "Elbow Farm."

3. What is the fee simple and annual value of said real estate?

Parcel One, according to the uncontradicted testimony of Richard E. Collmus, Appraiser, has a fee simple or fair market value of \$40,000.00, and a net annual value of \$2,000.00.

Parcel Two, according to the testimony of John D. Norfleet, Appraiser, has a fee simple or fair market value of \$59,680.00 when subject to the existing easement in favor of the Complainant (recorded in Deed Book 1524, at page 424 in the aforesaid Clerk's Office) and a fee simple or fair market value of \$111,900.00 were the same found not subject to said easement. Mr. Norfleet testified that this tract has no annual value.

Parcel Two, according to an appraisal report received from Mr. William Baggs and prepared by M. Barron Kesser, Appraiser, has a fee simple or fair market value of \$120,000.00, and includes in that figure Mr. Kesser's appraised value of the said right-of-way, which he values at \$66,600.00. The annual value of Parcel Two was not appraised by Mr. Kesser.

While Mr. Kesser's appraisal was received with notice to all counsel of record and without objection to the same, your Commissioner considers the testimony of Mr. Norfleet, which was subjected to strenuous cross-examination by counsel during the hearing, to be the more credible and therefore reports the fair market value of Parcel Two at \$59,680.00, if subject to said easement, and at \$111,900.00 were the same not subject to said easement; and with no annual value.

Parcel Three, according to the testimony of John D. Norfleet, Appraiser, which was also uncontradicted by any affirmative testimony, has a fee simple or fair market value of \$320,352.00, including the borrow pits situate thereon which were valued at \$176,000.00, and has no annual value other than revenues, if any, derived from the lease of said pits. Based on non-expert testimony which was the only evidence before your Commissioner, it has been previously reported that no annual value could be determined attributable to the borrow pit lease.

4. Whether Thrasher, Executor, as executor of the above estate, is liable to said Powell for any breach of warranty contained in the deed described in the Bill of Complaint.

Minor on Real Property, at Section 1051 (Page 1365) provides as follows:

"In order that the grantor may be held responsible upon his covenant against encumbrances, it is not enough to establish merely that an encumbrance exists. It is also essential that the encumbrance shall not have been recognized by the parties in advance as being outside the scope of the covenant. Thus, it has been held in Virginia that the covenant to pass title 'free from encumbrance' is not broken by the existence of a deed of trust upon the land conveyed, known to the grantee, where the grantee has not paid the purchase money, the deed of trust itself providing that the lien thereof shall be released pro tanto upon the receipt of the purchase money for any portion of the land sold.

Whether the encumbrance is one not intended by the parties to be included within the covenant is a question of intention, to be established by reference to the conveyance as a whole, its subject matter, the relation to the parties to it and to each other, and the knowledge of the existence of the encumbrance on the part of the grantee."

From the evidence, your Commissioner concludes that Powell had not only constructive notice of the Complainant's lien at the time he took

his deed for Parcel One, but that he had, as well, actual knowledge. Considering the relationship of the parties, their various dealings over the years, and especially Powell's own testimony that he had in or about 1940 conveyed certain interest in property to Emma P. Thrasher when ". . . she [Emma P. Thrasher] told me that the girl had cut her head open and they were going to sue me," (depositions of December 21, 1976, at page 15), your Commissioner concludes that there is insufficient evidence to show an intention by the parties that Powell, as grantee, was to be protected from the docketed judgment lien in question. Accordingly, and for the additional reasons set forth under Section 4 of the brief filed by Stanley G. Barr, Jr. and returned herewith, your Commissioner reports that Thrasher, Executor, as executor of the above estate is not liable to said Powell for any breach of warranty contained in the Bill of Complaint.

5. Whether Emma Thrasher was mentally competent to make a deed at the time that the deed described in the Bill of Complaint was executed.

No evidence was submitted sufficient to show that Emma Thrasher was mentally incompetent at any time, and your Commissioner accordingly reports that she was mentally competent.

6. Whether Parcel Two described in the Bill of Complaint is subject to the easement recorded in Deed Book 1524, page 424, and, if so, how the said easement is affected by the alleged dower interest of Irene H. Thrasher.

Your Commissioner reports that Parcel Two is subject to the easement recorded in Deed Book 1524, at page 424, as to the interest of all the then owners of Parcel Two, and their consorts, with the exception of the now vested dower interest of Irene H. Thrasher, who did not join in the execution of said easement, and who is the widow of Robert Earl Thrasher, deceased, the said Robert Earl Thrasher purportedly executed the easement reciting therein that he was "single," when he was, in fact, married to Irene H. Thrasher at the time of execution and delivery of said easement.

7. Whether Parcel Two is susceptible of partition in kind and whether any of the owners thereof are willing to take the whole of Parcel Two and pay to the other owners and the holder of any lien or liens against the same the amount to which they are entitled for their respective interest and whether the interest of all of the owners of Parcel Two will be promoted by a sale of the same and a division of the proceeds thereof in accordance with their respective interests?

The evidence discloses that the real property described as Parcel Two is not susceptible of partition in kind and that none of the owners thereof have expressed a willingness to take the whole of Parcel Two and pay to the other owners and the holder of any lien or liens against the same the amount to which they are entitled for their respective interests.

Your Commissioner respectfully reports that whether the interest of all of the owners of Parcel Two will be promoted by a sale of the same and a division of the proceeds thereof in accordance with their respective interests is not an inquiry which is germane to this proceeding, nor is there sufficient evidence to make the determination. It is submitted that the right of a coparcener to partition is an absolute right, and as provided in Minor on Real Property, Section 889 (Page 1133):

"The Virginia Statute applies without discrimination (and, indeed, there is no need of discrimination), to joint tenants, tenants in common and coparceners; declaring that tenants in common, joint tenants, and coparceners or a lien creditor or an owner of an undivided estate of land may compel partition ...."

See also Peatross v. Gray, 181 Va. 847, 27 2d, 203.

8. Whether any personal estate of Emma P. Thrasher must be sold in satisfaction of the judgment lien held by Complainant before any sale can be ordered of real estate subject to said lien?

Your Commissioner reports that no personal estate of Emma P. Thrasher must be sold in satisfaction of the judgment lien held by Complainant before any sale can be ordered of real estate subject to said lien.

Briefs returned herewith, which were filed by Mr. William E. Baggs, on behalf of Irene H. Thrasher, Catherine Ann Thrasher and Sally Thrasher,



Trustee for Catherine Ann Thrasher, and by Mr. Jack Maness as Trustee for Emma Jean Thrasher, and contained as a central issue the argument that the cause presently before the Court is not a suit to enforce the lien of a judgment against the real estate of a judgment debtor under Section 8-391 of the Code of Virginia, but is rather a creditor's suit in equity to subject the Estate of Emma P. Thrasher to the claims of her general creditors under the provisions of 64.1-181 of the Code of Virginia.

This argument appears inconsistent with the pleadings in the cause at bar, especially the Bill of Complaint and Amended Bill of Complaint in this cause which nowhere make reference to the claims of general creditors, the general assets of which Emma P. Thrasher died seized and possessed, nor expressed any concern for her general indebtedness. } On the contrary, both the Bill and the Amended Bill addressed only those requirements specified as prerequisites to the relief afforded by Section 8-391.

Mr. Baggs' brief cites the case of Morrison v. Morrison, 177 Va. 417, 14 S.E. 2d 322, which held that Section 8-391 applies to a suit in equity brought to subject land of a living debtor to the lien of a judgment thereon, rather than to a general creditor's suit to subject lands of a decedent to payment of his debts. Your Commissioner submits that the holding in Morrison v. Morrison in no way precludes a judgment creditor from proceeding under Sections 8-391 and 8-395, but instead recognizes that there are two distinct remedies available to a judgment creditor - the general creditor suit under 64.1-181 and the suit to enforce the lien of a judgment under 8.391 - and, understandably, different rules of law apply to each remedy. In Morrison v. Morrison, it was stated at page 323, that "....the litigation originated by the filing of a Bill in Chancery by Carrie B. Morrison, widow of Edgar H. Morrison, who died intestate, to subject his lands in Virginia and in North Carolina to the payment of debts.... his personalty being insufficient for the purpose." The reason for the distinction between the two remedies is made manifest at page 325, where it states that (former) "Code, Section 5395 makes real estate of a decedent assets for the payment of his debts

regardless of whether they have been reduced to judgment. The present proceeding is brought under the latter statute and not under the former."

Both briefs cite the case of Peatross v. Gray, 181 Va. 847, 27 S.E. 2d 203, to propound that the real estate of a decedent may be subject to payment of his debts only after his personal estate has been first applied and exhausted. In Peatross v. Gray, at page 208, of the Court states as follows:

"But except for the fact that the plaintiff's original claim is evidenced by judgment, the suit has none of the characteristics of a proceeding under Code, Section 6472. On the other hand, it has all the traits of a general creditor's suit brought under Code, Section 5395, to subject the land of the decedents.... to the payments of their debts. The process states that it is brought 'by W. H. Gray, assignee of Maggie H. Barker, who sued for himself and all other creditors of ....the deceased'."

which apparently distinguished that case as a general creditors' suit under the original version of Code Section 64.1-181.

The case of James v. Life, 92 Va. 702, 24 S.E. 275, appears to state the prevailing law in Virginia, permitting a suit under 8-391 against the personal representative of a decedent and his devisees or heirs at law, to subject the real estate of the decedent to the payment of a judgment recovered against him in his lifetime.

9. Any other relevant matter that any party hereto shall request the Commissioner to report upon.

Your Commissioner has received no such request, but specially stated reports as follows: Specially stated, your Commissioner reports that all proper parties are before the Court in this cause.

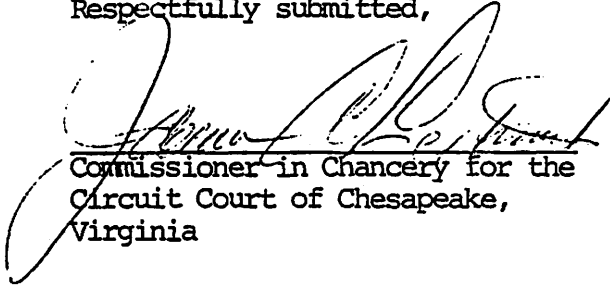
Specially stated, your Commissioner reports certain costs attendant to the conduct of these proceedings as follows:

|   |            |
|---|------------|
| James A. Leftwich, Commissioner in Chancery | \$2,800.00 |
| Jaime and Browning, Court Reporters         | 613.50     |

Your Commissioner reports that he is unadvised as to the charge, if any, of Jaime and Browning, Court Reporters, for their services in connection with the transcript prepared for the hearing held on August 26, 1975, that sum not being included above.

|                             |          |
|-----------------------------|----------|
| John D. Norfleet, Appraiser | \$ 75.00 |
|-----------------------------|----------|

Respectfully submitted,



Commissioner in Chancery for the  
Circuit Court of Chesapeake,  
Virginia

This is to certify that the original of this report was filed in  
the above Court and a copy thereof mailed to each counsel of record and  
the guardian ad litem on the 14 day of July, 1977.



Commissioner in Chancery

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF CHESAPEAKE

TIDEWATER SAND COMPANY, INC.,

Complainant,

v.

CHANCERY

HAYNES J. POWELL, et al,

NO. 5705

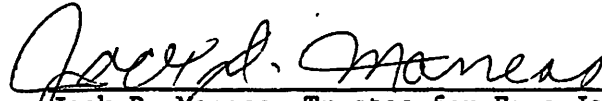
Defendant.

EXCEPTIONS TO COMMISSIONER'S REPORT

NOW COMES the defendant, Jack D. Maness, Trustee for Emma Jean Thrasher, an infant, and for his exceptions to the report of the Commissioner in Chancery, states as follows:

1. The Commissioner erred in not finding that the complainant should be required to look first to the personal estate of the decedent for satisfaction of the debt.
2. The Commissioner erred in finding that the complainant was entitled to have all or a part of the subject property sold to satisfy the judgment.
3. The Commissioner erred in finding that the rents and profits of the subject property would not be sufficient to satisfy the judgment.
4. The Commissioner erred in rejecting the Kesser appraisal.
5. The Commissioner erred in the finding of the fair market values of Parcels One and Three.
6. The Commissioner erred in finding that Parcel Two was the last "aliened".
7. The Commissioner erred in finding that Parcel Two should be first sold to satisfy the judgment.
8. The Commissioner erred in finding Parcel Two was not susceptible of partition in kind.

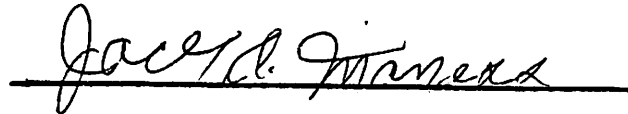
9. The Commissioner erred in refusing to determine if the interests of the owners of Parcel Two would be promoted by sale of the same, particularly when one of the interests is that of an infant.



Jack D. Maness, Trustee for Emma Jean Thrasher, infant

Jack D. Maness  
604 Plaza One Building  
Norfolk, Virginia 23510

I hereby certify that on the 22 day of July, 1977, I mailed a copy of the foregoing exceptions to all counsel of record and to the Honorable James A. Leftwich.



### ASSIGNMENTS OF ERROR

1. The Court erred in not ruling that the judgment creditor should be required to look first to the personal estate of the deceased debtor for satisfaction of the debt.

2. The Court erred in ruling that the judgment creditor was entitled to have all or a part of the 74.6 acre tract sold to satisfy the judgment.

3. The Court erred in ruling that the rents and profits of the three tracts of land would not be sufficient to satisfy the judgment.

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4. The Court erred in not overruling the Commissioner's report which rejected the Kesser appraisal.

5. The Court erred in not overruling the Commissioner's report as to the fair market values of the 74.6 acre tract and the 400 acre tract.

6. The Court erred in not overruling the Commissioner's report that the 74.6 acre tract was the last "aliened".

7. The Court erred in ruling that the 74.6 acre tract should be first sold to satisfy the judgment.

8. The Court erred in not overruling the Commissioner's report that the 74.6 acre tract was not susceptible of partition in kind.

9. The Court erred in failure to rule that the Commissioner's report was incomplete in that it did not determine if the interests of the owners of the 74.6 acre tract would be promoted by sale of the same.

10. The Court erred in ruling that the entire 74.6 acre tract should be sold instead of a one-third interest therein.

TT #6

Completed  
Exhibit

BOOK 40 PAGE 85

#7459

LAST WILL AND TESTAMENT  
OF  
EMMA P. THRASHER

I, EMMA P. THRASHER, a resident of the City of Chesapeake, State of Virginia, do make, publish, and declare this to be my Last Will and Testament, hereby revoking all wills and codicils heretofore made by me.

ARTICLE I.

I give, devise and bequeath my entire estate, real, personal and mixed and wheresoever situate, in fee simple, to my son, DANIEL LEROY THRASHER, JR.

ARTICLE II.

I nominate my son, DANIEL LEROY THRASHER, to be executor of this will and direct that no surety be required on his bond.

IN WITNESS WHEREOF, I have set my hand and seal to this my Last Will and Testament on this 18 day of February, 1974.

Emma P. Thrasher (SEAL)  
Emma P. Thrasher

Signed, sealed, published and declared by Emma P. Thrasher, as and for her Last Will and Testament in our presence, and we, at her request and in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses the day and year above set out.

GARRETT, GARRETT  
& GARRETT  
P. O. Box 700  
Parramouth, Virginia 23120

98  
P. O. Box 1320  
Great Bridge  
Chesapeake, Virginia 23320

Gracie M. Freeman

1328 Elbow Rd.

James M. Garrett

Parramouth, Va.

VIRGINIA: In the Clerk's Office of the Circuit Court of the City of Chesapeake, on the 2nd day of April, 1974.

A paper writing purporting to be the Last Will and Testament of Emma P. Thrasher, late of the City of Chesapeake, Virginia, who departed this life on the 27th day of March, 1974, was this day presented in office by James N. Garrett, and fully proved by the oath of James N. Garrett, one of the two subscribing witnesses thereto, who being first duly sworn according to law, testified that the said Testatrix signed, sealed and acknowledged the said paper writing in his presence and in the presence of Gracie M. Freeman, the other subscribing witness thereto, and that they the said subscribing witnesses, at the request of the said Testatrix, in her presence and in the presence of each other, subscribed their names as attesting witnesses thereto. Thereupon, the said paper writing is ordered to be recorded as the true Last Will and Testament of Emma P. Thrasher, deceased.

And on motion of Daniel Leroy Thrasher, the Executor therein named, who made oath as the law directs and entered into and acknowledged a bond in the penalty of Fifty Thousand (\$50,000.00) Dollars, without surety, (the Will directing that none need be required of him as such), which bond, being conditioned according to law is ordered to be recorded. Certificate is granted the said Daniel Leroy Thrasher, as Executor for obtaining probate of the said Will in due form.

Teste: CHARLES B. CROSS, JR., Clerk

By L. M. Hart D.C.



## Virginia:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CITY OF CHESAPEAKE

I, Daniel Leroy Thrasher, Executor of the estate  
of Emma P. Thrasher, who died \_\_\_\_\_ testate on  
the 27th day of March, 19 74, do hereby  
make oath that I have made diligent inquiry as to the names, ages and addresses of the heirs of the  
said testate, and to the best of my belief the following list is true and correct.

[illegible]

Daniel Henry Pinckney

Executor \_\_\_\_\_ of the estate of Emma P. Thrasher deceased.

Subscribed and sworn to before me this the 2nd day of April 19 74

## Virginia:

In the Clerk's office of the Circuit Court of City of Chesapeake, on the 2nd day of .

April 19 74

The foregoing list of heirs was presented in office and admitted to record.

30

Teste: CHARLES B. CROSS, JR., Clerk

By L. M. Hart D. C.

Thrasher Exhibit #1

PCA L77 - VA 8-72

# NOTE

175,000.00

Waverly, Va., May 21, 1973

FOR VALUE RECEIVED, on demand, the undersigned jointly and severally promise to pay to the order of

Southside Virginia Production Credit Association

at its Office in Waverly, Virginia,

the sum of One Hundred Seventy-five Thousand and No/100 Dollars,

with interest thereon at the rate of 7-3/4 % per annum from the date hereof; provided, however, that the Association may from time to time hereafter increase said interest rate to the interest rate then applicable to loans then being made by the Association; and further provided that without prejudice to the interest rate hereinafter prescribed, the Association may, at its option, reduce the same from time to time.

The makers and endorsers of this note jointly and severally waive presentment for payment, demand, protest and notice of non-payment hereof.

We, the makers and endorsers hereof, jointly and severally do hereby appoint Leroy T. Canoles, Jr., City of Norfolk, Va., and J. Brownley Cox, Jr., Sussex County, Va., severally and not jointly, as our attorney-in-fact to appear in the Office of the

Clerk of the Court for the City of Chesapeake, Virginia, at any time, and to confess judgment upon this note against us, the makers and endorsers jointly and severally, in favor of the holder hereof for the amount which may be due, together with interest, costs and an attorney's fee of fifteen percentum (15%) thereof; and hereby waive the benefit of all exemptions, homestead otherwise, which we may have under or by virtue of the constitution or laws of Virginia, or any other state; and further waive any and all defenses or right of offset which we or either of us may or might have against the payee hereof when this note is held by said Association, the Federal Intermediate Credit Bank of Baltimore, or the successors or assigns of either; and in the event this note is placed in the hands of an attorney for collection or is collected by legal process do hereby further agree to pay fifteen percentum (15%) thereof attorneys' fees.

This note is secured by a security interest in personal property which is duly publicized by Financing Statement No. \_\_\_\_\_


and by Real Estate Deed of Trust dated May 21, 1973, duly entered in the proper office in Chesapeake, Virginia.

WITNESS our hands and seals the day and year aforesaid.

 (SEAL)  
Emma P. Thrasher

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

 (SEAL)  
Daniel L. Thrasher, Jr.

 (SEAL)

Caroline C. Thrasher

\_\_\_\_ (SEAL)



thence S. 72° 24' 40" E. 987.00 feet to a point; thence N. 44° 06' 30" E. 242.57 feet to a point; thence N. 12° 18' 50" E. 199.53 feet to a point; thence N. 10° 43' E. 140.10 feet to a point; thence N. 5° 06' 30" W. 341.24 feet to a point; thence N. 68° 22' 33" E. 436.37 feet to a point; thence N. 71° 11' 40" E. 675.30 feet to a point; thence N. 71° 00' 40" E. 622.91 feet to a point; thence N. 73° 00' 40" E. 211.18 feet to a point; thence N. 9° 14' 20" W. 242.00 feet to a point; thence N. 10° 04' 20" W. 406.10 feet to a point; thence N. 28° 34' 40" E. 493.00 feet to a point; thence S. 61° 15' 20" E. 176.25 feet to a point; thence N. 27° 52' 10" E. 711.88 feet to a point; thence S. 47° 43' 50" E. 731.00 feet to a point; thence S. 50° 58' 50" E. 300.00 feet to a point; thence S. 74° 46' 50" E. 280.00 feet to a point; thence S. 57° 46' 50" E. 225.00 feet to a point; thence S. 60° 01' 50" E. 456.00 feet to a point; thence S. 81° 16' 50" E. 469.00 feet to a point; thence S. 80° 46' 50" E. 520.00 feet to a point; thence S. 7° 38' 54" W. 760.52 feet to a point; thence N. 88° 30' 50" W. 702.60 feet to a point; thence S. 7° 39' 40" W. 541.73 feet to a point; thence S. 70° 03' 40" W. 451.10 feet to a point; thence S. 37° 53' 40" W. 273.20 feet to

L-81—Va.-W.Va.  
6/65

Sixth: That he will insure and keep insured buildings and other improvements now on or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm or tornado in companies and amounts satisfactory to the Beneficiary, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Beneficiary as its interests may appear. At the option of the Grantor proceeds of insurance may be used to pay for reconstruction of the destroyed improvements or, if not so applied, may at the option of the Beneficiary be applied in payment of any indebtedness secured by this deed of trust;

Seventh: That if at any time hereafter the Beneficiary or Trustee shall for any reason employ agents or attorneys in connection with this trust, the Grantor hereby agrees to pay the reasonable costs thereof, and any amounts paid by the Beneficiary or the Trustee for that purpose shall become a part of the debt hereby secured and shall be payable on demand with interest;

Eighth: Said Grantor hereby grants to the Beneficiary the right and power to appoint a substitute trustee, or trustees, for any cause, including declination to accept the trust, resignation, death, incapacity, disability, refusal to act, removal or absence from the state of the Trustee herein designated, or of any substituted trustee hereunder, and it is agreed that, upon the exercise of this power by the Beneficiary, the substituted trustee, or trustees, shall be vested with all the powers, rights, authorities, and duties vested in the Trustee herein designated and the Beneficiary shall designate and appoint the substitute trustee, or trustees, by an instrument duly executed and acknowledged and filed for recordation in the office wherein this deed of trust is recorded;

Ninth: That, upon default in the payment of the indebtedness hereby secured or any part thereof as the same shall become due and payable, or in the event of a breach of any of the terms, covenants and agreements of this deed of trust or of the note or notes hereby secured, or in the event the Grantor should die or file a petition under the Bankruptcy Act or make an assignment for the benefit of creditors or become insolvent, or file a petition for an arrangement with creditors, the entire indebtedness secured hereby shall, at the option of the Beneficiary, become immediately due and payable and in addition to other remedies provided by law, the Trustee or Beneficiary shall have the right without notice to take possession of the property herein described and to operate, manage or lease the same and make any reasonable and needed expenditures for the operation, maintenance and management of the said property and expenditures thus made or expenses incurred shall become a part of the indebtedness hereby secured and shall be payable by the Grantor immediately with interest; and, further, in the event of default as aforesaid and in addition to remedies herein provided or otherwise provided by law, the Trustee shall, upon the request of the Beneficiary, sell the property hereby conveyed, either as a whole or in parcels, at public auction at the front door of the courthouse of the county wherein the property is located, or at such other place as the Trustee may elect, for cash, or upon such other terms agreeable to the Beneficiary as the Trustee may deem beneficial in the execution of this trust, after first advertising the day and hour, place and terms of such sale by posting notice thereof by handbills at the front door of the courthouse of the county in which the land lies and four other conspicuous places in said county, one of which shall be as near to the premises to be sold as practicable, or the Trustee may advertise by publication in some newspaper of general circulation in the county where the property is located, once a week for two consecutive weeks preceding the day of sale, but where advertisement is by handbills, no publication in a newspaper shall be necessary, and where advertisement is by publication in a newspaper, no posting of handbills shall be necessary, and the Trustee may advertise in such other manner as will, in his opinion, be best calculated to attract bidders, and such sale may be adjourned from time to time by oral proclamation at the time and place appointed for the sale, and if necessary in making such sale, the Trustee may secure a survey of said property and the cost thereof shall become a part of the cost of executing this trust; that immediately upon posting the notices of sale or upon the first insertion of the advertisement in some newspaper, as aforesaid, there shall be and become due by said Grantor to the Beneficiary all expenses incident to said advertising or posting and any other fees and costs incurred by reason of the default hereunder, which said expenses, fees and costs said Grantor hereby covenants to pay as a part of the indebtedness hereby secured and neither said Beneficiary nor the Trustee hereunder shall be required to receive the principal and interest only of the indebtedness hereby secured unless accompanied by a tender of said expenses, fees and costs, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, fees, expenses and costs; that the Trustee shall pay, out of the proceeds of sale, first, all the costs of executing this trust, including a commission to the Trustee of five percent (5%) of the gross amount of the proceeds of sale and all attorney's fees and other expenses incurred in the execution of this trust, and all attorney's fees and costs in substituting a trustee; second, the debt hereby secured with interest; and, third, the residue, if any, shall be paid to the Grantor, his personal representatives or assigns, and the Trustee shall settle his accounts in accordance with the statutes in such cases made and provided;

Tenth: That the Beneficiary, at its option, may require the Trustee to give a bond satisfactory to the Beneficiary, conditioned upon the faithful performance of the duties hereunder, and any premium paid on such bond shall become a part of the cost of executing this trust;

Eleventh: That no release or authority to release this deed of trust shall be valid unless such release or authority to release shall be executed by said Beneficiary.

WITNESS the following signatures and seals:

|       |  |
|-------|--|
| ..... | Daniel L. Thrasher, Jr. .... (SEAL)    |
| ..... | Caroline C. Thrasher ..... (SEAL)      |
| ..... | Caroline Colonna Thrasher ..... (SEAL) |
| ..... | Emma P. Thrasher ..... (SEAL)          |
| ..... | Emma Powell Thrasher ..... (SEAL)      |
| ..... | ..... (SEAL)                           |

a point; thence S. 12° 53' 40" W. 304.90 feet to a point; thence S. 9° 53' 40" W. 854.70 feet to a point; thence S. 10° 08' 40" W. 469.00 feet to a point; thence S. 10° 23' 40" W. 497.00 feet to a point; thence S. 9° 23' 40" W. 399.30 feet to a point; thence S. 10° 53' 40" W. 513.50 feet to a point; thence S. 14° 53' 40" W. 275.00 feet to a point; thence S. 68° 51' 26" W. 118.27 feet to a point; thence S. 72° 40' 40" W. 323.07 feet to a point; thence along a curve to the right, having a radius of 4005.00 feet, an arc distance of 228.34 feet to a point; thence S. 75° 56' 40" W. 516.33 feet to a point; thence along a curve to the right, having a radius of 2382.27 feet, an arc distance of 397.77 feet to a point; thence S. 85° 30' 40" W. 142.13 feet to a point; thence along a curve to the right, having a radius of 1064.23 feet, an arc distance of 112.53 feet to a point; thence N. 88° 25' 50" W. 128.53 feet to a point; thence N. 88° 25' 50" W. 162.69 feet to a point; thence along a curve to the left, having a radius of 722.70 feet, an arc distance of 176.22 feet to a point; thence S. 78° 30' 30" W. 326.63 feet to a point; thence S. 76° 30' 49" W. 88.46 feet to the point of beginning.

Excepting and reserving therefrom the following three tracts of land.

Tract No. 1: Beginning at a point in the northern line of Elbow Road (State Road 605) which point is at the southernmost point on the S. 14° 53' 40" W. Line in the above described property, thence S. 68° 51' 26" W. 118.27 feet; thence N. 21° 08' 34" W. 217.15 feet; thence N. 67° 47' 17" E. 280.11 feet; thence S. 14° 53' 40" W. 275 feet to the point of beginning. Containing 1.0 acre of land, more or less.

Tract No. 2: Beginning at a point in the northern line of Elbow Road (State Route 605) which point is in the dividing line between the property now or formerly of Emma J. Thrasher and the property now or formerly of Q. C. Davis Estate; thence N. 13° 52' 40" E. 1103.81 feet to an iron pin, thence N. 9° 55' 20" W. 347.95 feet to a point; thence N. 81° 15' 02" E. 343.66 feet to a point; thence S. 8° 16' 58" E. 1384.61 feet to a point in the road; thence N. 88° 25' 50" W. 128.53 feet to a point; thence N. 88° 25' 50" W. 162.69 feet to a point; thence along a curve to the left having a radius of 722.70 feet, an arc distance of 176.22 feet to a point; thence S. 78° 30' 30" W. 326.63 feet to a point; thence S. 76° 30' 49" W. 88.46 feet to the point of beginning. Containing 15.1814 acres of land.

Tract No. 3: The same property conveyed to Daniel L. Thrasher by deed of Henry Butt, unmarried, dated May 29, 1939, and duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, in Deed Book 656, page 217, to which deed reference is hereby made for a better description of the property. Containing 74.6 acres of land, more or less.

Leaving 412.74 acres of land intended to be conveyed hereby.

Being part of the same property which was conveyed to Emma P. Thrasher, widow, by deed from Bayberry Farms, Inc., a Virginia corporation, dated , 1973, and recorded simultaneously herewith; and 8.8 acres of which was conveyed from Emma Powell Thrasher, also known as Emma P. Thrasher, widow, to Daniel L. Thrasher, Jr. and Caroline C. Thrasher, by deed dated June 26, 1963, and recorded in the aforesaid Clerk's Office in Deed Book 1371, page 455.

This deed of trust is made expressly subject to a prior deed of trust dated May 19, 1967, from the same parties of the first part to Benjamin Ragsdale and J. James Davis, Trustees, to secure an indebtedness in the sum of \$100,000.00, which deed of trust is duly of record in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, and intended to have priority over this deed of trust.

TOGETHER will all hereditaments and appurtenances hereunto belonging and all rents, issues and profits thereof and all improvements thereon and all fixtures and accessories now or hereafter annexed and attached thereto.

IN TRUST to secure unto the **SOUTHSIDE VIRGINIA PRODUCTION CREDIT ASSOCIATION** of **Waverly, Virginia,** (hereinafter called the "Beneficiary") the payment when due of all indebtedness of the Grantor to the Beneficiary now existing or arising within ten years from the date hereof in amounts not exceeding in the aggregate outstanding at any one time the sum of **ONE HUNDRED SEVENTY-FIVE THOUSAND and No/100----- DOLLARS (\$ 175,000.00 )**; together with interest thereon according to the terms of notes evidencing such indebtedness; and IN TRUST to secure unto the Beneficiary the performance of each and every covenant and agreement herein or in said notes contained.

WHEREVER used herein the masculine gender shall include the feminine and neuter and the neuter gender shall include the masculine and feminine and the singular form shall include the plural and all the covenants and agreements of Grantor shall extend to and bind his heirs, devisees, successors and assigns.

GRANTOR covenants and agrees, jointly and severally, with the Trustee and the Beneficiary as follows:

First: That nothing herein contained shall be construed to obligate the Beneficiary to make loans and advances to the Grantor and that the sole purpose of this deed of trust is to provide collateral security for presently existing indebtedness and for loans and advances which in the absolute discretion of the Beneficiary may hereafter be made to the Grantor;

Second: That he warrants generally the property hereby conveyed; that he is seized thereof in fee simple and has a right to convey same; that he will execute such further assurances thereof as may be requisite; and that he will use the proceeds of loans secured hereby solely for the purposes set forth in his applications for said loans;

Third: That he will pay or cause to be paid when due said principal sum of all indebtedness hereby secured and any renewals or extensions thereof, together with all interest thereon, and all other sums payable by him in accordance with the terms of this deed of trust and the notes secured hereby or any renewals or extensions and that he hereby expressly waives the benefit of all exemptions, homestead or otherwise, under the laws of this or any other state and agrees to pay the indebtedness without any offset whatsoever;

Fourth: That he will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed; and in the event Grantor fails to pay the same when due or fails to maintain insurance as herein provided, the Beneficiary may make such payment or provide such insurance and amounts paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment;

Fifth: That he will keep all improvements now or hereafter located on the premises hereby conveyed in good repair; that he will maintain and work the premises hereby conveyed in good and husbandlike manner; that he will commit no waste and that he will not cut or remove or permit to be cut or removed any wood or timber from said premises except for domestic use without the written consent of the Beneficiary and said Beneficiary shall have the right by injunction or otherwise to prevent the cutting or removal of any wood or timber from said premises irrespective of whether or not the balance of the security is ample to protect the Beneficiary;



**DEED OF TRUST**

FROM

DANIEL L. THRASHER, JR., et al

~~From~~

CAROLINE C. THRASHER, a/k/a

CAROLINE COLONNA THRASHER, et al

EMMA P. THRASHER, a/k/a EMMA POWELL

THRASHER, widow ~~To~~

TO

J. BROWNLEY COX, JR., et al

CASSELL D. BASNIGHT,

, Trustees

**SOUTHSIDE VIRGINIA PRODUCTION  
CREDIT ASSOCIATION**

**Beneficiary**

Received for record at.....o'clock.....M.

on the.....day of....., 19.....

Recorded in.....Bk....., P.....

Recording fees, etc. \$.....paid.

*Clerk.*

**TO THE CLERK:**

After this deed of trust has been recorded and your  
certificate completed, please mail to SOUTHSIDE

VIRGINIA PRODUCTION CREDIT ASSOCIATION

115 Cherry St., Suffolk, Va. 23434

STATE OF  
COUNTY OF

I,\*

, to wit:

,

, a Notary Public for said County of

, in the State of

do certify that

whose name(s) is/are signed to the foregoing deed of trust, bearing date of the            day of

19            , ha            this day acknowledged the same before me in my County and State aforesaid.

Given under my hand this            day of            , 19

My term of office expires

.....  
*Notary Public.*

\*Insert the *name* of the officer who takes the acknowledgment.

*Thrasher Exhibit A-3*

May 21, 1973

May 18, 1973

HAND DELIVERED

Southside Virginia Production Credit Association

Attention: Mr. Richard A. Davis  
Assistant Manager

Gentlemen:

Regarding the \$175,000.00 loan to Emma P. Thrasher, Daniel L. Thrasher and Caroline C. Thrasher to be made by Southside Virginia Production Credit Association, we, the undersigned, being the borrowers, hereby authorize and instruct you to disburse the loan proceeds of \$175,000.00 as follows:

A. \$4,960.00 to be credited and applied toward the purchase of additional stock in Southside Virginia Production Credit Association.

B. \$100,000.00 to be paid to D. H. Burlage, Sr. The \$100,000.00 represents the amount that Emma P. Thrasher is required to pay D. H. Burlage, Sr. for the three shares of common stock in Bayberry Farms, Inc., a Virginia corporation. Upon receipt of the three shares, Emma P. Thrasher will then be the sole shareholder of all of the issued and outstanding stock of Bayberry Farms, Inc. Bayberry Farms, Inc. will thereupon be immediately liquidated and the real estate owned by that corporation will be distributed as a liquidating distribution to Emma P. Thrasher in redemption of all of her stock in Bayberry Farms, Inc.

C. \$59,708.55 to be paid to D. H. Burlage, Sr., the holder of that certain bearer deed of trust note securing the property presently owned by Bayberry Farms, Inc. The unpaid principal balance of said note according to the holder thereof is \$58,855.00 and the interest accrued and payable to and through May 21, 1973, is \$853.55.

D. The balance thereof in the amount of \$10,331.45 is to be paid to Canoles, Mastracco, Martone & Barr, attorneys for the borrowers.

Very truly yours,

*Emma P. Thrasher*  
*Daniel L. Thrasher Jr.*  
*Caroline C. Thrasher*

LESS  
5.50  
held  
DACA to  
Release  
dH;

CANOLES, MASTRACCO, MARTONE, BARR & RUSSELL

in account with

EMMA P. THRASHER, DANIEL L. THRASHER, JR.  
and CAROLINE C. THRASHER

Principal amount of loan with Southside Virginia  
Production Credit Association secured by lien  
deed of trust on property in the City of  
Chesapeake, Virginia:

\$175,000.00

DISBURSEMENTS

To purchase of additional shares of  
Southside Virginia Production Credit  
Association: \$ 4,960.00

To amount retained by Southside Virginia  
Production Credit Association for  
release: 5.50

To D. H. Burlage, Sr. for 3 shares of common  
stock of Bayberry Farms, Inc.: 100,000.00

To D. H. Burlage, Sr. to pay off \$58,855.00  
principal amount of notes, plus \$853.55  
in accrued interest: 59,708.55

To H. D. Flora, Treasurer, for real estate  
taxes: 1,340.25

To Charles Cross, Clerk, for recording  
costs of deed and deed of trust and  
releasing liens: 913.30

To Tidewater Sand Company to pay off deed  
of trust: 692.55

To Commonwealth of Virginia to pay off  
judgment: 171.50

To State Corporation Commission for filing  
statement of intent to dissolve Bayberry  
Farms, Inc.: 5.00

To Canoles, Mastracco, Martone, Barr &  
Russell for fee for title examination,  
loan closing and matters relating to  
liquidation of Bayberry Farms, Inc.: 2,500.00

To Canoles, Mastracco, Martone, Barr &  
Russell for payment on account for  
Tidewater Sand Company litigation: 4,703.35

\$175,000.00

\$175,000.00

Thrasher Exhibit #4

ASSIGNMENT made September 20, 1973 by DANIEL L. THRASHER, JR. and EMMA P. THRASHER, hereinafter collectively called Assignors, to SOUTHSIDE VIRGINIA PRODUCTION CREDIT ASSOCIATION, hereinafter called Assignee.

WHEREAS, Assignors are the makers of a certain demand note dated May 21, 1973 in the principal sum of \$175,000.00, with the payee being Southside Virginia Production Credit Association; and

WHEREAS, as a condition of the Assignee lending the \$175,000.00 to the Assignors, the Assignors are to furnish collateral security for said indebtedness by the assignment of the net proceeds of sale that the Assignors are to receive as the result of being the heirs at law of Daniel L. Thrasher, deceased, from the sale of the Greenbriar Farm in the City of Chesapeake, Virginia to the Ervin Company;

NOW, THEREFORE, for value received, the Assignors do hereby assign to the Assignee, its successors and assigns, the net sales proceeds that they are to receive as a result of being the heirs at law of Daniel L. Thrasher, deceased, from the sale of the Greenbriar Farm in Chesapeake, Virginia to the Ervin Company, subject, however, to all the terms and conditions hereinafter set forth.

The Assignors by this agreement jointly and severally agree, and Assignee by the acceptance hereof agrees, to the following conditions:

1. This assignment is made as collateral security for the liability of Assignors to the Assignee as a result of their being the makers of that certain demand note dated May 21, 1973 in the principal sum of \$175,000.00 and made payable to the order of Assignee.

2. The Assignee covenants that any balance of sums received hereunder remaining after payment of the existing unpaid principal balance of the note plus accrued interest will be returned and paid to the Assignors, their successors or assigns, and that upon full payment of the indebtedness aforesaid this assignment shall automatically terminate and shall be of no further force and effect.

IN WITNESS WHEREOF the Assignors assign this Assignment the day and year first above written.

Daniel L. Thrasher (SEAL)  
Daniel L. Thrasher, Jr.

Emma P. Thrasher (SEAL)  
Emma P. Thrasher

STATE OF VIRGINIA

City of Norfolk, to-wit:

I, BERYL R. ATKINSON, a Notary Public in and for the City aforesaid, in the State of Virginia, do hereby certify that Daniel L. Thrasher, Jr. and Emma P. Thrasher, whose names are signed to the foregoing writing, bearing date on the 20th day of September, 1973, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this 20th day of September, 1973.

Beryl R. Atkinson  
Notary Public

My commission expires on the 4th day of February, 1974

Thatcher Exhibit # 6

MEMBER OF  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS  
VIRGINIA SOCIETY OF  
CERTIFIED PUBLIC ACCOUNTANTS

# LEROY T. CANOLES & Co.

CERTIFIED PUBLIC ACCOUNTANTS

SUITE 612 UNITED VIRGINIA BANK BUILDING  
NORFOLK, VIRGINIA 23510

TELEPHONE  
(804) 627-9207

January 15, 1973

Mrs. Emma P. Thrasher, Administratrix  
Estate of Daniel L. Thrasher  
Chesapeake, Virginia

Dear Mrs. Thrasher:

At your request I have prepared the following schedule indicating the approximate funds to be realized by the heirs of the Daniel L. Thrasher estate from the sale of the various Greenbriar holdings to the Ervin Company:

| Ervin Co.   | Estate of D.L. Thrasher | Emma P. Thrasher    | Estate of Emma Jean Thrasher | Daniel L. Thrasher, Jr. | Estate of Robert Earl Thrasher |
|-------------|-------------------------|---------------------|------------------------------|-------------------------|--------------------------------|
| Payment due | Interests               | Share               | Share                        | Share                   | Share                          |
| 1-10-73     | \$ 33,541.42            | \$ 9,447.61         | \$ 8,031.27                  | \$ 8,031.27             | \$ 8,031.27                    |
| 9-1-74      | 218,105.09              | 61,433.68           | 52,223.80                    | 52,223.81               | 52,223.80                      |
| 3-1-77      | 234,789.99              | 66,133.29           | 56,218.90                    | 56,218.90               | 56,218.90                      |
| Totals      | <u>\$486,436.50</u>     | <u>\$137,014.58</u> | <u>\$116,473.97</u>          | <u>\$116,473.98</u>     | <u>\$116,473.97</u>            |

The above does not take into account any attorney fees, etc. that may be payable by the estate.

Yours truly,

LEROY T. CANOLES & CO.

By John E. Greunke  
John E. Greunke, C. P. A.

es

when time reads the make fly to  
hell and - to the Virginia  
Producta Credit Ass'n

LIBER

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Mar 27, 25

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THIS DEED, Made this 15th day of January, 1929  
by and between EMMA P. THRASHER, Widow, party of the first part,  
and BAYBERRY FARMS, INC., a Virginia corporation, party of the  
second part.

**WITNESSETH**

That for and in consideration of the sum of THIRTY (\$30.00)  
DOLLARS, cash in hand paid, and other good and valuable considera-  
tions, the receipt whereof is hereby acknowledged, the said party  
of the first part doth hereby bargain, sell, grant, assign and  
convey, with GENERAL WARRANTY, unto the said BAYBERRY FARMS, INC.,  
the following described property, to-wit:

All of that certain tract or parcel of land, with  
the buildings and improvements thereon, situate,  
lying and being in the Washington Borough, Chesapeake,  
Virginia, being shown on a certain plat entitled  
"Plat Showing Survey of Property for Emma P. Thrasher,  
Washington Mag. District, Norfolk County, Va.," made  
March 30, 1959, by Paul Hassell & Associates, Surveyors  
and Engineers, Portsmouth, Virginia, which plat is  
recorded in the Clerk's Office of the Circuit Court  
of the City of Chesapeake, Virginia, in Map Book 45  
at page 45, said tract or parcel being more particu-  
larly described with reference to said plat as  
follows:

BEGINNING at a point in the Northern line of Birch  
Road (State Route No. 605), which point is in the  
dividing line between the property now or formerly of  
Emma P. Thrasher and the property now or formerly  
of O.C. Davis Estate as shown on the aforementioned  
plat; thence N. 13° 52' 40" E. 1103.31 feet to a  
point; thence N. 9° 55' 20" W. 347.95 feet to a point;  
thence N. 9° 55' 20" W. 67.15 feet to a point; thence  
N. 82° 55' 42" W. 345.95 feet to a point; thence S.  
87° 22' 10" W. 1000.00 feet to a point; thence N. 73°  
52' 50" W. 465.00 feet to a point; thence N. 73° 52'



50<sup>th</sup> W. 329.70 feet to a point; thence N. 6° 02' 11" E. 82.68 feet to a point; thence N. 110° 54' 40" E. 49.61 feet to a point; thence N. 22° 50' 50" E. 86.28 feet to a point; thence N. 35° 26' 08" E. 79.67 feet to a point; thence N. 17° 29' 23" E. 57.90 feet to a point; thence N. 3° 21' 29" E. 170.88 feet to a point; thence N. 14° 30' 23" W. 38.72 feet to a point; thence N. 17° 07' 03" E. 206.74 feet to a point; thence N.

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26<sup>th</sup> 157<sup>th</sup> W. 36.27 feet to a point; thence N. 112<sup>th</sup> 119<sup>th</sup> W. 1192.35 feet to a point; thence N. 26<sup>th</sup> 32<sup>th</sup> W. 113.95 feet to a point; thence N. 14<sup>th</sup> 15<sup>th</sup> W. 37.00 feet to a point; thence N. 7<sup>th</sup> 24<sup>th</sup> W. 52.77 feet to a point; thence N. 0<sup>th</sup> 05<sup>th</sup> W. 33.24 feet to a point; thence N. 40<sup>th</sup> 13<sup>th</sup> W. 39.15 feet to a point; thence N. 61<sup>th</sup> 37<sup>th</sup> W. 30.26 feet to a point; thence N. 72<sup>th</sup> 24<sup>th</sup> W. 93.71 feet to a point; thence N. 44<sup>th</sup> 06<sup>th</sup> W. 24.25 feet to a point; thence N. 12<sup>th</sup> 18<sup>th</sup> W. 10.95 feet to a point; thence N. 13<sup>th</sup> 14<sup>th</sup> W. 11.40 feet to a point; thence N. 06<sup>th</sup> 30<sup>th</sup> W. 31.12 feet to a point; thence N. 22<sup>th</sup> 25<sup>th</sup> W. 4.36 feet to a point; thence N. 11<sup>th</sup> 24<sup>th</sup> W. 67.53 feet to a point; thence N. 01<sup>th</sup> 14<sup>th</sup> W. 16.22 feet to a point; thence N. 09<sup>th</sup> 10<sup>th</sup> W. 21.11 feet to a point; thence N. 14<sup>th</sup> 20<sup>th</sup> W. 24.25 feet to a point; thence N. 02<sup>th</sup> 20<sup>th</sup> W. 45.65 feet to a point; thence N. 32<sup>th</sup> 24<sup>th</sup> W. 4.23 feet to a point; thence N. 15<sup>th</sup> 20<sup>th</sup> W. 11.46 feet to a point; thence N. 52<sup>th</sup> 15<sup>th</sup> W. 71.11 feet to a point; thence N. 42<sup>th</sup> 50<sup>th</sup> W. 7.31 feet to a point; thence N. 53<sup>th</sup> 50<sup>th</sup> W. 36.00 feet to a point; thence N. 46<sup>th</sup> 50<sup>th</sup> W. 23.00 feet to a point; thence N. 46<sup>th</sup> 50<sup>th</sup> W. 22.50 feet to a point; thence N. 01<sup>th</sup> 50<sup>th</sup> W. 45.65 feet to a point; thence N. 16<sup>th</sup> 50<sup>th</sup> W. 45.65 feet to a point; thence N. 46<sup>th</sup> 50<sup>th</sup> W. 52.00 feet to a point; thence N. 33<sup>th</sup> 54<sup>th</sup> W. 76.00 feet to a point; thence N. 33<sup>th</sup> 50<sup>th</sup> W. 70.25 feet to a point; thence N. 39<sup>th</sup> 40<sup>th</sup> W. 52.11 feet to a point; thence N. 03<sup>th</sup> 40<sup>th</sup> W. 45.65 feet to a point; thence N. 53<sup>th</sup> 40<sup>th</sup> W. 27.75 feet to a point; thence N. 63<sup>th</sup> 40<sup>th</sup> W. 30.40 feet to a point; thence N. 53<sup>th</sup> 40<sup>th</sup> W. 62.40 feet to a point; thence N. 03<sup>th</sup> 40<sup>th</sup> W. 46.00 feet to a point; thence N. 23<sup>th</sup> 40<sup>th</sup> W. 45.65 feet to a point; thence N. 23<sup>th</sup> 40<sup>th</sup> W. 39.25 feet to a point; thence N. 23<sup>th</sup> 40<sup>th</sup> W. 45.65 feet to a point; thence N. 23<sup>th</sup> 40<sup>th</sup> W. 27.50 feet to a point; thence N.

26.47 W. 113.27 feet to a point whence  
 40.40 W. 123.07 feet to a point whence  
 curves to the right having a radius of 4003.08  
 feet, an arc distance of 228.34 feet to a point  
 whence S. 75° 56' 40" W. 110.31 feet to a point  
 whence along a curve to the right having a radius  
 of 2382.27 feet, an arc distance of 197.77 feet  
 to a point whence S. 35° 30' 40" W. 142.11 feet  
 to a point whence along a curve to the right having  
 a radius of 1064.23 feet, an arc distance of 112.53 feet  
 to a point whence N. 81° 25' 50" W. 125.11 feet to  
 a point whence N. 81° 25' 50" W. 102.10 feet to a  
 point whence along a curve to the right having a  
 radius of 722.70 feet, an arc distance of 176.22  
 feet to a point whence S. 73° 30' 40" W. 321.01  
 feet to a point whence S. 76° 30' 40" W. 25.45  
 feet to the point of beginning.

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 PAGE  
 420

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Where is expressly excepted from this conveyance, hereinafter,  
 the following pieces of land:

- (1) 1.0 acre, lying in the extreme Southeast corner of  
 said tract and designated on the aforementioned plat as "1.0  
 acre reserved for cemetery".
- (2) 15.184 acres, lying in the extreme Southeast corner  
 of said tract and designated on the aforementioned plat as  
 "the hereby owned by Anna J. Thrasner, 15.184 acres".
- (3) 74.6 acres, lying in the Northwest corner of said tract  
 and designated on the aforementioned plat as "reserved for cemetery,  
 74.6 acres", being the same property conveyed to Anna J.  
 Thrasner (now deceased) by deed of Henry Smith, recorded  
 dated May 29, 1932, and duly recorded in the Clerk's office of  
 the County Court of the City of Chesapeake, Virginia, in deed  
 Book 656, page 217.
- (4) That certain parcel of land containing 1.5 acres,  
 lying in the North side of Millow Road (State Route No. 605), being  
 the same property conveyed to Daniel Aaron Thrasner, now deceased,  
 by deed of Anna Bonelli Thrasner, wife of Daniel Thrasner,  
 dated May 26, 1932, and duly recorded in the Clerk's office of  
 the County Court of the City of Chesapeake, Virginia, in deed  
 Book 656, page 217.

Having the same land conveyed from Samuel G. G. G. G.  
 and O. C. Davis, Special Commissioners, to Anna J.  
 Thrasner, widow, by deed dated January 31, 1932,  
 and recorded in the aforesaid Clerk's office in  
 deed Book 776, page 141.

This conveyance is made expressly subject to the liens, claims, easements and reservations of record, in any, consistent with constructive notice.

It is expressly understood and agreed between the parties hereto that this conveyance is subject to the liens of the following deeds of trust:

(a) Deed of Trust from Anna D. Thresher, et al, to James Davis and Benjamin Ragsdale, Trustees, dated May 14, 1967, in the original principal amount of \$100,000.00. Said deed of trust is recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book 1437, at page 140.

1559 121

(b) Deed of Trust from Anna D. Thresher, et al, to Benjamin Ragsdale, et al, Trustees, dated May 23, 1967, in the original principal amount of \$75,000.00. Said deed of trust is recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book 1437, at page 145.

(c) Deed of Trust from Anna D. Thresher to W. James Barker, et al, Trustees, in the original principal amount of \$35,000.00. Said deed of trust is recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book 1504 at page 712.

(d) Deed of Trust from Anna D. Thresher to Cassell M. Baker, et al, Trustees, dated July 17, 1968, in the original principal amount of \$100,000.00. Said deed of trust is recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book 1516, at page 139.

(e) Deed of Trust from Anna D. Thresher to Ann E. Collier, et al, Trustees, dated September 20, 1969, in the original amount

of \$10,000.00. Said deed of trust is recorded in the clerk's office aforesaid in deed book 1452, page 3.

(f) Deed of Trust from Anna P. Winters to Geraldine Winters, Trustee, dated November 12, 1919, in the original principal amount of \$20,000.00. Said deed of trust is recorded in the clerk's office aforesaid in deed book 1576, page 141.

The approximate original balances are as follows: (a) \$100,000.00; (b) \$40,423.00; (c) \$31,176.44; (d) \$100,000.00; (e) \$10,000.00; & (f) \$14,500.00.

Subject to the foregoing, the party of the first part covenants that she is seized in fee simple to the aforesaid property, that she has the right to convey same to the grantee that the grantee shall have quiet and peaceable possession of said property free from all encumbrances, that she, the said party of the first part, has done no act to encumber said property, and that she, the said party of the first part, will execute such further assurances thereof as may be requisite.

*Thrasher Exhibit #8*

THIS AGREEMENT made this 27th day of October, 1969, by and between EMMA P. THRASHER, party of the first part, and D. H. BURLAGE, SR., party of the second part.

WHEREAS, The party of the first part owns certain real property in the City of Chesapeake, Virginia, consisting of approximately 400 acres; and

WHEREAS, the said property is encumbered by five deeds of trust, the total amount due thereunder being approximately \$223,000.00; and

WHEREAS, there is of record the following additional encumbrances affecting said property owned by the party of the first part, and the following obligations of the party of the first part.

1. A certain contract between the party of the first part and Tidewater Sand Company, recorded in Deed Book 1519, page 117.
2. A 40 foot right of way for drainage ditch, recorded in Deed Book 1519, page 90.
3. A 75 foot right of way for road, recorded in Deed Book 1524, page 424.
4. A VEPCO pole line easement, recorded in Deed Book 5531, page 147.
5. A VEPCO pole line easement, recorded in Deed Book 1537, page 588.
6. An agreement with Tidewater Sand Company relating to the use, construction and upkeep of the road, recorded in Deed Book 1543, page 137.
7. A judgment by Frank A. DeLaura against the party of the first part, recorded in Judgment Book 38, page 90.
8. Taxes for the years 1967 through 1969.
9. Claim of T. Ray Hassell for survey in approximate amount of \$1,800.00.
10. Note due Bank of Currituck in the approximate amount of \$10,000.00.

WHEREAS, the party of the second part has agreed that in the event Bayberry Farms, Inc. does not realize sufficient income from the operation of its burrow pit, plus any additional income the corporation may have, then and in that event, the party of the second part has agreed to make loans as necessary to Bayberry Farms, Inc. and thereby assure payment of any and all of the foregoing liens, encumbrances and claims as and when the same becomes due and payable, whether due and payable in full or in part.

W. D. MANESS  
ATTORNEY AT LAW  
NORFOLK, VA.

1. That a corporation will be organized to be known as Bayberry Farms, Inc. to which the said property of approximately 400 acres owned by the party of the first part will be transferred.

2. The stock and/or options to purchase stock in said corporation shall be issued in the following proportions:

2/3 thereof to Emma P. Thrasher, and

1/3 thereof to D. H. Burlage, Sr., or his assignee.

No additional stock shall be issued except upon the written approval of Emma P. Thrasher and D. H. Burlage, Sr., other than the initial issue and stock option as aforesaid.

3. The party of the second part agrees to lend to said corporation any amounts sufficient to make all payments that may be necessary, including payment in full of any of the foregoing indebtedness and encumbrances.

4. It is agreed that notes secured by deeds of trust on said property shall be issued and executed from time to time as necessary to secure the repayment of any loans made by D. H. Burlage, Sr. or any other source agreed upon by the principals thereto. All loans shall bear interest at the prime rate as established by the United Virginia Bank/Seaboard National, Norfolk, Virginia plus an additional 3% per annum, and said interest shall be payable monthly. Any change in interest rates shall become effective on the 1st day of the month immediately following the change of the prime rate at the bank referred to herein. All loans are to be endorsed personally by all the stockholders in direct proportion to their stock ownership as it relates to the total stock outstanding at the time the loan is made.



5. It is agreed that D. H. Burlage, Sr. will have absolute and sole control over all corporate funds and income and disbursements so long as he is owed any money by reason of having made loans to Bayberry Farms, Inc. Should the party of the first part, her heirs, or assigns do anything to take away, or attempt to take away control of said corporate affairs from D. H. Burlage, Sr., then and in that event the party of the second part shall have the right to demand immediate payment in full for any and all funds loaned to Bayberry Farms, Inc.

6. The total amount loaned by D. H. Burlage, Sr. including accrued interest, if any, shall be due and payable by said corporation on June 1, 1977, provided however, in the event the party of the first part is paid in full or in part for her inheritance, dower, or otherwise, by virtue of her claim against or interest in the Thrasher estate, Greenbriar Farms, Inc., or any subsidiary prior to June 1, 1977, excluding, however, the rents presently being received and the first \$35,000.00 received by virtue of said claim, and after payment of any and all indebtedness of the party of the first part to any and all persons, firms and corporations then existing, the total amount due D. H. Burlage, Sr. shall be paid in full to the extent of any such monies received by virtue of such inheritance or dower.

7. It is expressly agreed that at any time prior to October 27, 1974, the party of the first part shall have the option to buy any stock of said corporation then owned by the party of the second part or his assigns, by paying to D. H. Burlage, Sr. the following amounts:

a. All principal of any amount loaned by D. H. Burlage, Sr. to Bayberry Farms, Inc., with interest at a rate referred to herein;

b. The sum of \$50,000.00 if said option is exercised within 6 months from date of this agreement; or

c. The sum of \$100,000.00 in the event this option is exercised more than 6 months from the date of this agreement.

8. No deeds of trust, mortgages or other encumbrances against said property shall be executed or recorded or permitted without the express written consent of the parties hereto or their heirs or assigns.

9. It is expressly agreed that voting rights of the stock of the corporation in so far as same pertains to all monies received from the operation of the burrow pits now on said property shall be exclusively exercised by D. H. Burlage, Sr. until he is repaid in full for any loans made to the corporation aforesaid.

10. Except as herein provided, it is agreed that the corporation shall not encumber the said property by loans or otherwise unless and until the party of the second part is paid in full for any monies loaned to the corporation.

11. In the event the party of the second part defaults in payment of any amount or amounts guaranteed by him, then any stock issued to the party of the second part or his assigns shall revert and become the property of the Bayberry Farms, Inc. without any payment of money to the party of the second part or any other person except any and all loans made to Bayberry Farms, Inc. by the party of the second part will continue to be due and payable according to the terms and conditions set forth in the note and any loan agreement.

12. It is mutually agreed that the burrow pits now on said property shall be operated at maximum capacity so long as any money is owed to the party of the second part.

13. The party of the second part shall give to the party of the first part written quarterly statements showing all receipts and disbursements of money of Bayberry Farms, Inc.

Emma P. Thrasher (SEAL)  
Emma P. Thrasher

D. H. Burlage, Sr. (SEAL)  
D. H. Burlage, Sr.



*Thrasher Exhibit #12*  
*# 9*

BAYBERRY FARMS, INC.  
1216 GRANBY STREET  
NORFOLK, VIRGINIA

March 28, 1973

Mrs. Emma P. Thrasher  
1328 Elbow Road  
Chesapeake, Virginia

Dear Mrs. Thrasher:

This is in reference to those certain loan funds advanced by me to Bayberry Farms, Inc. (BBF, Inc.), which balances due are secured by two Deeds of Trust on that certain real estate owned by BBF, Inc.

According to Paragraph 6 of page 3 of that certain agreement entered into between you and me personally, which agreement is dated October 27, 1969, the balances due me should have been paid, in part or in full, at the time you received from the Thrasher Estate, Greenbrier Farms, Inc. or any subsidiary, any sum sufficient to retire any and all indebtedness due me over and above \$35,000.00 received by you.

A search of the records in the Circuit Court of the City of Chesapeake reveals that you have, in all probability, received an amount of money greatly in excess of the \$35,000.00 referred to in our 1969 agreement covering the loans and advances made by me to BBF, Inc.

Therefore, it would appear you are in default under the terms of the Agreement. In addition, I would like to direct your attention to the fact that the \$50,000.00 note, given as security for the advances made by me personally and secured by a lien on the real estate owned by BBF, Inc., is payable on demand.

According to my records, the principal balance due on loans and advances made by me to BBF, Inc. is \$59,855.00, plus interest in the amount of \$885.82 through March 31, 1973.

I am hereby demanding in full the sum of \$60,740.82 which represents the principal and interest due me through March 31, 1973.

Unless I am in receipt of negotiable funds in the above amount on or before April 10th, 1973, I am going to turn this over to my attorney for collection and/or foreclosure.

In addition, I would like to direct your attention to the fact that if this becomes necessary, you will be incurring 15% attorney fees for collection of the balance due.

You will find enclosed photocopies of two statements which reflect the balances due

*BBF #1*  
*3-6-74*  
*WHL*

Mrs. Emma P. Thrasher

March 28, 1973


Continued from Page one :

on loans made by me to BBF, Inc.

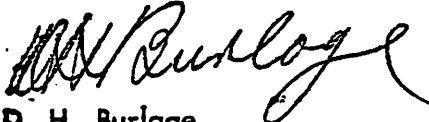
I am indeed sorry to have to take this position, however, you are not leaving me any other alternative.

Very truly yours,

BAYBERRY FARMS, INC.



D. H. Burlage  
President



D. H. Burlage  
Personally

DHB:jl  
Enclosures

FEDERAL LAND BANK ASSOCIATION  
PRODUCTION CREDIT ASSOCIATION  
221 WEST CONSTANCE ROAD, SUFFOLK, VIRGINIA 23434  
TELEPHONE: 539-5481 & 539-3100

November 23, 1976



*Thrasher Exhibit  
# 10*

Mr. Stanley G. Barr, Jr., Attorney  
1710 Virginia National Bank Building  
One Commercial Place  
Norfolk, Virginia 23510

Re: Daniel L. Thrasher, Jr.,  
Executor of the Estate of  
Emma P. Thrasher

Dear Mr. Barr:

As per your request by letter dated November 18, 1976 I  
am submitting the following information:

Southside Virginia Production Credit Association closed a loan  
in the amount of \$175,000.00 on 5-21-73. Principal payment of  
\$100,000.00 was due 9-20-74, interest only was due 9-20-75,  
9-20-76 and balance of principal in the amount of \$75,000.00  
plus any accrued interest to be due 3-20-77. On 9-19-74 principal  
payment of \$47,045.10 and \$21,252.93 interest was paid. On 11-6-74  
\$52,954.90 of \$100,000.00 which was due on 9-20-74 was extended until  
3-20-77. No payment has been paid on principal or interest since  
9-19-74. Accrued interest due as of 11-20-76 is \$23,811.04. The  
principal balance of \$127,954.90 plus any accrued interest is due  
in full on 3-20-77.

Federal Land Bank closed a loan in the amount of \$100,000.00 on  
5-23-67. Principal balance is \$99,622.38. Interest only is due  
1st of each month. The principal balance of \$99,622.38 is due in  
full 5-1-77 plus any accrued interest.

If further information is needed, please advise.

Very truly yours,

Richard A. Davis  
Assistant Manager

RAD:hl

CANOLES, MASTRACCO, MARTONE, BARR & RUSSELL

A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELORS AT LAW  
1710 VIRGINIA NATIONAL BANK BUILDING  
ONE COMMERCIAL PLACE  
NORFOLK, VIRGINIA 23510

TELEPHONE 623-9990  
AREA CODE 804

LEROY T. CANOLES, JR.  
VINCENT J. MASTRACCO, JR.  
PETER W. MARTONE  
STANLEY G. BARR, JR.  
C. EDWARD RUSSELL, JR.  
A. RUSSELL KIRK  
HUNTER W. SIMS, JR.  
JAMES G. STEIGER

November 24, 1976


James A. Leftwich, Esquire  
American National Bank Building  
P. O. Drawer 10  
Portsmouth, Virginia 23705

Re: Tidewater Sand Company, Inc.  
v. Haynes J. Powell, et al  
Chancery No. 5705

Dear Mr. Leftwich:

With respect to the inquiry regarding the present loan balances and pay-off dates for loans secured by the four hundred acre tract subject to Tidewater Sand Company's judgment, I enclose a letter received from Richard A. Davis setting forth the particulars regarding the two loans. By copy of this letter, I am forwarding to all counsel of record a copy of Mr. Davis' letter.

Very truly yours,

  
Stanley G. Barr, Jr.

SGB, Jr./sw

Enclosure

cc: Joseph J. Lawler, Esquire  
Grover C. Wright, Jr., Esquire  
William E. Baggs, Esquire  
James B. Power, Esquire  
Jack D. Maness, Esquire  
Mr. Daniel L. Thrasher, Jr.

# Threshon Exhibit # 11

Lidewater Drud 6

W. J. Warrack

|          |          |           |
|----------|----------|-----------|
| Oct - 73 | 1,483.86 | 3,595.11  |
| Nov      | 1,354.36 | 1,975.47  |
| Dec      | 920.46   | 4,271.55  |
| Jan 74   | 908.90   | 730.70    |
| Feb      | 821.41   |           |
| March    | 1,165.05 |           |
| April    | 1,305.06 |           |
| May      | 1,201.21 | 1,275.24  |
| June     | 924.79   | 3,246.24  |
| July     | 1,115.53 | 3,024.82  |
| Aug      | 912.33   | 392.43    |
| Sept     | 825.64   | 19,511.56 |
| Oct      | 1,058.23 |           |
| Nov      | 813.50   |           |
| Dec      | 621.34   |           |
| Jan 75   | 529.16   |           |
| Feb      | 426.21   |           |
| March    | 586.36   |           |
| April    | 785.14   |           |
| May      | 747.68   |           |
| June     | 732.70   |           |

23 month Average  
\$ 1,754.87 per month

|       |                  |
|-------|------------------|
| July  | 805.21           |
| Aug   | 806.28           |
|       | <u>20,850.39</u> |
|       | <u>19,511.56</u> |
| Total | 40,361.95        |

Due to cut-off of  
Highway Construction  
funds income will  
decrease.

Reverses 43,190.66

43,190.66  
40,361.95

Deficit 2,828.71

2,828.71

February Crash Course  
State Health Rep. Septic tanks



# Ellen Farm account

|                        | Date    | Ch.<br>no. | for                     | Amount   |
|------------------------|---------|------------|-------------------------|----------|
| W. J. Lora             | 6-4-73  | 95         | 2nd 1/2 installment Tax | 819.64   |
| First Land Bank        | 6-11-73 | 97         | 6th month payment       | 625.00   |
| Water Manufacturing Co | 6-20-73 | 101        | Test for Bar B Q        | 139.80   |
| W. J. Lora             | 6-21-73 | 102        | Bar B Q                 | 52.64    |
| W. J. Lora             | 6-21-73 | 103        | Bar B Q                 | 22.00    |
| W. J. Lora             | 6-21-73 | 104        | Bar B Q                 | 8.58     |
| W. J. Lora             | 6-22-73 | 105        | Bar B Q                 | 34.32    |
| W. J. Lora             | 6-22-73 | 106        | Bar B Q                 | 39.06    |
| W. J. Lora             | 6-22-73 | 107        | Bar B Q                 | 23.60    |
| W. J. Lora             | 6-24-73 | 108        | Bar B Q                 | 229.79   |
| W. J. Lora             | 6-25-73 | 109        | Pig                     | 72.00    |
| W. J. Lora             | 8-3-73  | 112        | expense                 | 250.00   |
| W. J. Lora             | 8-6-73  | 113        | 7th month interest pay  | 625.00   |
| W. J. Lora             | 8-25-73 | 114        | Compass & fuel          | 7.12     |
| W. J. Lora             | 8-25-73 | 115        | expense                 | 1,000.00 |
| W. J. Lora             | 8-25-73 | 116        | striking over land      | 483.75   |
| W. J. Lora             | 8-1-73  | 118        | Test for Bar B Q        | 1,000.00 |
| W. J. Lora             | 8-9-73  | 119        | 8th month int. pay      | 625.00   |
| W. J. Lora             | 8-11-73 | 120        | eng. C pit              | 200.00   |
| W. J. Lora             | 8-13-73 | 121        | living in pit           | 10.00    |
| W. J. Lora             | 8-17-73 | 123        | legal service - pit     | 1,000.00 |
| W. J. Lora             | 8-17-73 | 124        | expense                 | 1,000.00 |
| W. J. Lora             | 8-20-73 | 125        | eng. C pit              | 200.00   |
| W. J. Lora             | 8-22-73 | 126        | meeting to prepare City | 99.00    |



|                    |        |     |                    |           |
|--------------------|--------|-----|--------------------|-----------|
| J. H. Kykendall    | 9-1-73 | 127 | eng. @ pit         | 200.00    |
| 1st Fed. Land Bank | 9-5-73 | 128 | 1st Fed. Land Bank | 625.00    |
| E. P. Thacker      | 9-5-73 | 129 | Truck              | 291.45    |
| E. P.              | 9-8-73 | 130 | exp.               | 1,000.00  |
|                    |        |     |                    | 10,692.78 |

|                                  | Date     | ck. no. | for                     | Amount   |
|----------------------------------|----------|---------|-------------------------|----------|
| J. H. Kykendall                  | 9-1-73   | 131     | eng. @ pit              | 200.00   |
| Thacker & Co.                    | 9-14-73  | 133     | legal services          | 1,000.00 |
| Thacker & Co.                    | 9-14-73  | 134     | eng. @ pit              | 1,000.00 |
| J. H. Kykendall                  | 9-21-73  | 135     | eng. "                  | 200.00   |
| United Office Supply             | 9-21-73  | 136     | rubber stamp etc.       | 12.53    |
| West Bridge American             | 9-24-73  | 137     | oil change              | 17.49    |
| Oliver Gilbert                   | 9-24-73  | 138     | consultant pit          | 80.00    |
| General Life Ins.                | 9-24-73  | 141     | E. P. Thacker           | 106.00   |
| W. Carolina Tire Co.             | 9-26-73  | 142     | repair                  | 10.95    |
| J. H. Kykendall                  | 9-28-73  | 143     | eng. @ pit              | 200.00   |
| W. S. & B. Co.                   | 10-1-73  | 144     | clearing for pit        | 1,515.00 |
| 1st Fed. Land Bank               | 10-2-73  | 146     | 10th month              | 667.00   |
| E. P. Thacker                    | 10-9-73  | 147     | exp.                    | 1,000.00 |
| J. H. Kykendall                  | 10-10-73 | 148     | eng. @ pit              | 200.00   |
| Edgar & Sons, Lynchburg          | 10-24-73 | 151     | exp. to see Mr. Thacker | 70.27    |
| J. H. Kykendall                  | 10-24-73 | 152     | eng. @ pit              | 200.00   |
| E. P. Thacker                    | 10-27-73 | 153     | exp.                    | 1,000.00 |
| J. H. Kykendall                  | 10-2-73  | 154     | eng. @ pit              | 200.00   |
| Thacker & Co.                    | 11-8-73  | 157     | eng. " "                | 1,000.00 |
| J. H. Kykendall                  | 11-9-73  | 158     | eng. " "                | 300.00   |
| Practical Care Corps             | 11-10-73 | 159     | Nov. 4-8th nurse        | 160.00   |
| St. Lawrence Fed. Advent. Church | 11-11-73 | 160     | pit politics            | 100.00   |
| Catherine Cook                   | 11-12-73 | 161     | nurse                   | 153.04   |
| 1st Fed. Land Bank               | 11-13-73 | 163     | 11th month              | 667.00   |

|                      |          |     |             |           |
|----------------------|----------|-----|-------------|-----------|
| Erine Sumford        | 11-15-73 | 164 | maid        | 15.00     |
| J. H. Kuykendall     | 11-17-73 | 165 | eng. & pit  | 200.00    |
| Practical Care Corp. | 11-17-73 | 166 | nurse       | 92.00     |
| Erine Sumford        | 11-23-73 | 168 | maid        | 16.00     |
| S. J. Flora          | 12-5-73  | 169 | Tax on farm | 4,020.30  |
| Ed. Bond Bank        | 12-5-73  | 170 | 12th month  | 667.00    |
| J. H. Kuykendall     | 12-5-73  | 173 | eng. & pit  | 200.00    |
| La. Tax Payer Assn.  | 12-5-73  | 175 | Political   | 100.00    |
| E. L. Wm. Tarrin     |          |     |             | 15,369.58 |

|                            | Date    | ck. No. | for              | amount |
|----------------------------|---------|---------|------------------|--------|
| V. F. P. Co.               | 1-8-74  | 176     | F. P. Thresher   | 75.36  |
| V. N. B.                   | 1-8-74  | 177     | " "              | 26.00  |
| Flourish T. V.             | 1-8-74  | 178     | T. V. "          | 14.04  |
| Flourish                   | 1-8-74  | 179     | large            | 53.19  |
| M. R. T. Haddy             | 1-8-74  | 180     | Paper            | 8.00   |
| Southern States Corp.      | 1-8-74  | 181     | fuel for home    | 69.82  |
| Whig - Water Credit        | 1-8-74  | 182     | water service    | 15.69  |
| Flourish Shop              | 1-8-74  | 183     | clothes          | 66.66  |
| Flourish large             | 1-8-74  | 184     | large            | 106.25 |
| Flourish Service           | 1-10-74 | 185     | milk             | 48.51  |
| Flourish (later)           | 1-11-74 | 186     | fuel for home    | 275.00 |
| Flourish Freeman           | 1-11-74 | 187     | house keeper     | 50.00  |
| Erine Sumford              | 1-11-74 | 188     | maid             | 30.00  |
| Flourish Furniture Co.     | 1-12-74 | 189     | F. P. T. House   | 25.00  |
| Flourish Constance         | 1-12-74 | 190     | F. P. Thresher   | 63.22  |
| Flourish & Beasley Florist | 2-7-74  | 191     | Flourish "       | 32.24  |
| Flourish Shop              | 2-7-74  | 192     | F. P. T. clothes | 66.66  |
| Southern States Corp.      | 2-7-74  | 193     | fuel             | 78.49  |

|                         |         |                    |               |                |
|-------------------------|---------|--------------------|---------------|----------------|
| Elke Parke Insurance    | 2-7-74  | 194                | Baron pit     | 100.00         |
| General Electric Credit | 2-7-74  | 195                | franchise     | 150.52         |
| Peter Jainier           | 2-17-74 | 196                | milk          | 14.01          |
| H. Kuykendall           | 2-24-74 | 199                | eng. & pit    | 120.00         |
| " "                     | 3-12-74 | 200                | " "           | 84.00          |
| Mr. Rose Young          | 3-22-74 | <del>201</del> 201 | mice          | 170.00         |
| Helma Jozwick           | 3-22-74 | 202                | "             | 170.00         |
| Josephine Shelby        | 3-22-74 | 203                | "             | 170.00         |
| Marie Freeman           | 3-23-74 | 204                | housekeeper   | 50.00          |
| Ernie Sanford           | 3-23-74 | 205                | mice          | 15.00          |
| Red Land Bank           | 4-4-74  | 206                |               | 667.00         |
| Marie Freeman           | 4-8-74  | 210                | housekeeper   | 50.00          |
| Peter Manglo            | 4-12-74 | 211                | Tent for Barb | 100.00         |
| H. Kuykendall           | 5-17-74 | 216                | eng. & pit    | 135.00         |
|                         |         |                    |               | <u>3099.11</u> |

[illegible]

|                         | Date        | Ch. no. | for             | amount |
|-------------------------|-------------|---------|-----------------|--------|
| meier's meats           | Sept. 6, 73 | 160     | meat            | 36.00  |
| Willie Davis            | " 6 "       | 161     | housekeeper     | 60.00  |
| Leeton Florist          | " 7 "       | 162     | funeral         | 26.00  |
| John J. Dwyer           | " 7         | 163     | plumber         | 35.90  |
| Beasley & Beasley       | " 7         | 164     | florist         | 15.60  |
| the Tammone             | " 12        | 166     | clothes         | 89.44  |
| Cash                    | " 14        | 167     | maid + food     | 60.00  |
| Emma Thacker            | " 16        | 169     | food, gas       | 50.00  |
| Jadea Davis             | " 20        | 170     | milk            | 21.94  |
| Electrolux              | " 20        | 171     | vacuum          | 15.00  |
| St Paul Hospital        | " 20        | 172     | Emma Thacker    | 1.00   |
| Frank DePina            | " 20        | 173     | " "             | 56.00  |
| Rice                    | " 20        | 174     | " "             | 29.09  |
| withstanding Elect. Co. | " 20        | 175     | elect. service  | 15.00  |
| Dr. Wm. Pearlman, Jr.   | " 20        | 176     | Doctor          | 20.00  |
| Elec. Co.               | " 20        | 178     | wired for dryer | 54.45  |
| Camptelle Dange         | " 20        | 179     | dange           | 44.01  |
| Erine Dunford           | " 21        | 181     | maid            | 30.00  |

|                      |       |     |             |                |
|----------------------|-------|-----|-------------|----------------|
| Cash                 | " 21  | 182 | ex E.P.T.   | 30.00          |
| La Nat. Bank         | " 21  | 183 |             | 50.00          |
| Wine Lumber          | " 21  | 185 | mail        | 30.00          |
| Cash                 | " 21  | 186 |             | 30.00          |
| Wine Lumber          | " 30  | 187 | mail        | 40.00          |
| Cash                 | " 30  | 188 |             | 25.00          |
| Beasley & Beasley    | Oct 1 | 190 | groceries   | 48.88          |
| Cash                 | Oct 1 | 191 |             | 25.00          |
| Cash                 | Oct 4 | 192 | food        | 30.00          |
| Wine Lumber Co.      | Oct 4 | 195 | inc. E.P.T. | 48.00          |
| Wine Lumber          | Oct 5 | 196 | mail        | 16.00          |
| C.F.P. Co.           | Oct 5 | 197 | lights      | 95.25          |
| Wing & Lee Telephone | Oct 5 | 198 | phone       | 44.93          |
| Southern State Corp. | Oct 5 | 199 | fuel        | 20.26          |
|                      |       |     |             | <u>1159.75</u> |

|                             | date  | chk. no. | for            | amount  |
|-----------------------------|-------|----------|----------------|---------|
| Electronix                  | Oct 5 | 200      | vacuum         | 15.00   |
| atherine shop               | Oct 5 | 201      | clothes        | 189.28  |
| Frank Deane                 | Oct 5 | 202      | .              | 31.00   |
| Becky & Beale               | Oct 5 | 203      | grove          | 26.00   |
| Hot Bank, master charge     | Oct 5 | 204      |                | 75.00   |
| James Barnett               | Oct 5 | 205      | laundry        | 20.00   |
| cash                        | Oct 7 | 206      |                | 30.00   |
| Rayne Furniture             | Oct 7 | 207      | house          | 16.00   |
| Erine Lumbard               | Oct 7 | 208      | maid           | 30.00   |
| Yoder (Jesse)               | Oct 8 | 209      | milk           | 73.15   |
| monmouth gr                 | Oct 8 | 210      | Tax            | 2943.18 |
| elle B. Rose Clerk of Court | Oct 8 | 211      | Emma Jean Tape | 132.40  |
| M. Johnson                  | Oct 8 | 212      | Paper          | 10.40   |
| eliance Ins. Co.            | " 8   | 213      | ins.           | 298.80  |
| cash                        | " "   | 214      |                | 25.00   |
| cash                        | " 12  | 215      | maid           | 30.00   |
| Herbert Mitchell            | " 12  | 217      | up. chair      | 66.00   |
| Charles Johnson             | " 17  | 218      | piano Tuner    | 25.00   |
| Erine Lumbard               | " 19  | 219      | maid           | 30.00   |

|                          |       |     |            |        |
|--------------------------|-------|-----|------------|--------|
| cash                     | " 19  | 220 | food, gas  | 30.00  |
| F.P. Co.                 | " 22  | 222 | lights     | 64.69  |
| cash                     | " 22  | 223 |            | 30.00  |
| Wyer Furniture           | " 26  | 224 | house      | 10.00  |
| Allen Garner             | " 23  | 225 | alt. dress | 46.00  |
| Wine Sanford             | " 26  | 226 | maid       | 30.00  |
| cash                     | " 26  | 227 |            | 30.00  |
| Wyer Furniture           | " 31  | 228 |            | 15.00  |
| cash                     | " 31  | 229 |            | 30.00  |
| Wyer & Co. Telephone Co. | Nov 1 | 230 | phone      | 18.51  |
| Wyer & Co. Bank          | Nov 2 | 231 |            | 11.00  |
| Wine Sanford             | Nov 1 | 232 |            | 12.00  |
| Wine Sanford             | Nov 2 | 233 | maid       | 25.00  |
| cash                     | Nov 2 | 234 |            | 30.00  |
| cash                     | Nov 2 | 235 |            | 30.00  |
| Wyer & Co.               | Nov 2 | 236 | paper      | 7.50   |
| Wyer & Co. Shop          | Nov 2 | 237 | clothes    | 66.66  |
|                          |       |     |            | 455.57 |



[illegible]

J. L. Thacker Jr. - Supervisor -  
Carristuck

|                       | date        | ck. no. | for                     | amount |
|-----------------------|-------------|---------|-------------------------|--------|
| George K. Humphrey    | Dec 6, 73   | 100     | nurse                   | 102.00 |
| Thora H. Jeter        | " 7 "       | 101     | "                       | 170.00 |
| J. L. Sutton          | " 7 "       | 102     | "                       | 127.50 |
| Mary C. Rogers        | " 10 "      | 104     | "                       | 170.00 |
| Thora H. Jeter        | " 15 "      | 105     | "                       | 238.00 |
| J. L. Sutton          | " 13 "      | 106     | "                       | 127.50 |
| J. M. V.              | " 13 "      | 107     | lic. for F.P.T. car     | 20.00  |
| J. H. Kykendall       | " 14 "      | 111     | eng. @ pit              | 200.00 |
| Thora H. Jeter        | " 14 "      | 112     | nurse                   | 134.00 |
| Mary C. Rogers        | " 15 "      | 116     | nurse                   | 170.00 |
| J. L. Sutton          | Dec. 17, 73 | 117     | nurse                   | 127.50 |
| Mary C. Rogers        | " 16, 73    | 118     | nurse                   | 136.00 |
| J. L. Sutton          | " 18, 73    | 119     | nurse                   | 51.00  |
| Marie Yoh             | " 19, 73    | 120     | nurse                   | 136.00 |
| John (Jairies)        | Dec 20, 73  | 121     | milk Emma T.            | 41.08  |
| Northern States Corp. | Dec 20, 73  | 122     | fuel "                  | 128.31 |
| Erwin's Garage        | " 20, 73    | 123     | garage "                | 32.00  |
| " "                   | Dec 20, "   | 125     | " "                     | 21.14  |
| Erwin's Garage        | " 21 "      | 128     | maid                    | 45.00  |
| Erwin's               | " 22 "      | 129     | garage                  | 15.75  |
| J. H. Kykendall       | " 22 "      | 130     | eng. @ pit              | 318.00 |
| Tracie Freeman        | " 24 "      | 131     | house keeper            | 18.00  |
| Wagner's              | " 26 "      | 132     | Bed room<br>shoe F.P.T. | 10.40  |
| Erwin's Tire Co.      | " 27 "      | 133     | Tires for Chevy         | 41.11  |

|                       |        |     |                        |                |
|-----------------------|--------|-----|------------------------|----------------|
| N. B.                 | " 27 " | 134 | master charge          | 15.00          |
| V. & G. Telephone Co. | " 27 " | 135 | E. P. T. phone         | 25.58          |
| Walter Duke & Harkins | " 27 " | 136 | Bond J. L. T. estate   | 32.00          |
| Walter's Shop         | " 27 " | 137 | clothes                | 66.66          |
| C. N. B.              | " 27 " | 138 | master charge          | 11.00          |
| W. B. Ingram          | " 27 " | 139 | Insurance for E. P. T. | 240.00         |
| Lighting Lamp Shop    | " 28 " | 140 | lamp, for bed          | 11.18          |
| Marie Freeman         | " 28 " | 141 | housekeeper            | 45.00          |
|                       |        |     |                        | <u>1516.71</u> |

J. H. Breckinridge - Special Account - Currituck

|                    | date       | ck. no. | for             | amount |
|--------------------|------------|---------|-----------------|--------|
| N. B.              | Dec 28, 13 | 143     | master charge   | 15.00  |
| W. B. Ingram       | Dec 28, 13 | 144     | hearing aid     | 16.62  |
| W. B. Ingram       | Jan 4, 14  | 146     | maid            | 40.00  |
| Marie Freeman      | Jan 4 "    | 147     | housekeeper     | 50.00  |
| W. B. Ingram       | Jan 12, 14 | 148     | work on pit     | 150.00 |
| W. B. Ingram       | " 18       | 150     | maid            | 30.00  |
| Marie Freeman      | " 18       | 151     | housekeeper     | 50.00  |
| W. B. Ingram       | " 18       | 153     | maid            | 30.00  |
| W. B. Ingram       | " 19       | 154     |                 | 617.80 |
| J. H. Breckinridge | " 22       | 155     | city tax inform | 73.10  |
| W. B. Ingram       | " 22 "     | 156     | vacation        | 45.00  |
| W. B. Ingram       | " 22 "     | 157     | house           | 25.00  |
| Pilot              | " 22 "     | 158     | paper           | 15.00  |
| C. N. B.           | " 22 "     | 158     | master charge   | 16.00  |

|                         |            |     |                |          |
|-------------------------|------------|-----|----------------|----------|
| H. Kuykendall           | " 22 "     | 159 | eng. @ pit     | 152.00   |
| West Bridge American    | " 24 "     | 161 | gas + service  | 35.50    |
| Ernie Sumford           | " 24 "     | 162 | maid           | 30.00    |
| Bessie Freeman          | " 24 "     | 163 | housekeeper    | 50.00    |
| Important Home products | " 25 "     | 164 |                | 39.50    |
| Ernie Sumford           | " 28 "     | 166 | maid           | 10.00    |
| Health Food Center      | " 29 "     | 167 | food           | 16.28    |
| Earl's Market           | " 31, 74   | 169 | food           | 37.93    |
| Health Food Center      | Jan 31, 74 | 170 | food           | 14.81    |
| Marble Johnson          | Jan 31, 74 | 171 | repair to home | 100.00   |
| Ernie Sumford           | Feb 1, 74  | 173 | maid           | 20.00    |
| Bessie Freeman          | Feb 1 "    | 174 | housekeeper    | 50.00    |
| Be to                   | " 2        | 175 | food           | 7.03     |
| Ernie                   | Feb 3      | 176 | drugs          | 88.33    |
| De Paul                 | " 3        | 177 |                | 18.02    |
| St G Telephone          | " 3        | 178 | phone          | 22.18    |
| Science Inc.            | " 3        | 179 | Inc.           | 56.00    |
| De Paul Hospital        | " 3        | 180 |                | 2.26     |
|                         |            |     |                | 1,923.36 |

# D. L. T. g. - special - currituck

|                       | date      | ch. no.        | for          | amount |
|-----------------------|-----------|----------------|--------------|--------|
| DePaul Hospital       | Feb 3 '74 | 181            |              | 6.20   |
| City Ambulance        | " 3       | 182            |              | 15.60  |
| C. F. P. Co.          | " 3       | 183            | lights       | 38.09  |
| Excavation of Norfolk | " 3       | 184            | Mar. aid     | 7.02   |
| Fed. Land Bank        | " 3       | 185            |              | 667.69 |
| J. H. Kuyendall       | " 3       | 186            | eng. & pit   | 180.00 |
| J. H. Thacher III     | " 3       | 187            | work & pit   | 12.00  |
| Scaven " "            | " 3       | 188            | " "          | 15.00  |
| Erine Dufford         | Feb 7     | 194            | maid         | 30.00  |
| Ernie Freeman         | Feb 7     | 195            | housekeeper  | 50.00  |
| Edgar Davis           | " 8       | 196            | milk         | 21.92  |
| Electrolux            | Feb 8     | 197            | vacuum       | 15.00  |
| Earle's Market        | " 14      | 198            | food         | 80.09  |
| Sentry Hardware       | " 14      | 199            | change locks | 20.76  |
| Erine Dufford         | " 15      | 200            | maid         | 30.00  |
| Ernie Freeman         | " 15      | 201            | housekeeper  | 50.00  |
| J. H. Kuyendall       | " 15      | 202            | eng. & pit   | 200.00 |
| Cash                  | " 20      | 203            | ex           | 25.00  |
| Colonial Store        | " 21      | 204            | food         | 10.34  |
| Ramper                | " 21      | 205            | cleaner      | 4.80   |
| S & J Hardware        | " 21      | 206            | locks        | 27.31  |
| Erine Dufford         | " 21      | 207            | maid         | 30.00  |
| Ernie Freeman         | " 21      | 208            | house K.     | 50.00  |
| Cash                  | " 22      | <del>211</del> | ex           | 25.00  |
| Be to                 | " 23      | 212            | food         | 39.13  |

|               |             |     |               |                |
|---------------|-------------|-----|---------------|----------------|
| Cash          | 26          | 213 | labor @ pit   | 99.00          |
| Cash          | 27          | 214 | ex            | 25.00          |
| Ernie Sampson | March 1, 74 | 215 | maid          | 35.00          |
| J. Freeman    | " 1         | 216 | house K.      | 50.00          |
| Cash          | " 1         | 217 | ex            | 25.00          |
| H. Kyndall    | " 4         | 219 | eng. @ pit    | 144.00         |
| R. W. B.      | " 4         | 220 | master charge | 15.00          |
|               |             |     |               | <u>5059.58</u> |

D. H. T. Jr. Special - Car Truck

|                   | date       | Ch. no | for              | Amount   |
|-------------------|------------|--------|------------------|----------|
| City Ambulance    | Mar. 4, 74 | 221    |                  | 15.60    |
| E. P. Co.         | " 4        | 222    | lights           | 40.46    |
| John D. Lucy      | 4          | 223    | plumber          | 19.95    |
| Cash              | 4          | 226    | labor @ pit      | 140.75   |
| Ernie             | 4          | 227    | drugs            | 74.86    |
| Lampostella drugs | 4          | 228    | drugs            | 15.00    |
| Yoder (dinner)    | 4          | 229    | milk             | 20.30    |
| Union Fid life    | 4          | 230    | ins.             | 8.25     |
| Ind. Land Bank    | 4          | 231    |                  | 667.00   |
| Uckmore           | 4          | 232    | lawyer - pit     | 1,500.00 |
| Cash              | 5          | 233    | ex               | 25.00    |
| Ernie's Shop      | 5          | 234    | clothes          | 66.66    |
| Geo. Tait & Son   | 7          | 235    | seed for pasture | 190.16   |
| Ernie Sampson     | 8          | 238    | maid             | 20.00    |
| J. Freeman        | 8          | 239    | house K          | 50.00    |
| Saint Open Air    | 12         | 244    | feed             | 14.95    |

|   |          |     |                  |                  |
|---|----------|-----|------------------|------------------|
| Erine Dunford                             | 15       | 245 | mail             | 15.00            |
| S. Freeman                                | 15       | 246 | house K          | 50.00            |
| Lark                                      | 15       | 247 | exp              | 25.00            |
| Wapack S & G Co.                          | April 5  | 251 | clearing @ pit   | 1,500.00         |
| <del>Wapack S &amp; G Co.</del> Yates Man | April 19 | 260 | Tent for Bar B Q | 202.88           |
| aylor Rental Center                       | " 20     | 262 | Bar B Q          | 52.00            |
| Parkire Bar B Q                           | " 20     | 263 | " " "            | 801.00           |
| her S & G Co.                             | 22       | 264 | clearing @ pit   | 1,500.00         |
| alke B. Goss - Clerk                      | 22       | 266 | lie. @ pit       | 33.00            |
| red Land Bank                             | may 6    | 280 |                  | 667.00           |
| M + M Credit Corp.                        | May 18   | 297 | dozer payment    | 2,088.69         |
| h. Crick                                  | May 18   | 298 | insurance        | 1,800.00         |
| her S & G Co.                             | " 25     | 299 | clearing @ pit   | 1,000.00         |
| D. Flora                                  | May 28   | 301 | Tax on farm      | 3,696.38         |
| red Land Bank                             | June 4   | 304 |                  | 664.59           |
| M. M. + M Credit Corp.                    | June 20  | 316 | dozer payment    | 2,088.69         |
|   |          |     |                  | <u>19,047.17</u> |

D. H. T. Jr. - special - Currituck

|               | Date       | ck. no | for        | amount |
|---------------|------------|--------|------------|--------|
| H. Kungensall | Sept 7. 74 | 182    | eng. @ pit | 100.00 |

D. H. T. Jr. - special - Currituck

# Thresh on Exhs list #12

Income:

Tide water Sand:

Industrial Excavation

|           |                |                |
|-----------|----------------|----------------|
| Sept 1975 | 732.75         |                |
| Oct       | 822.20         |                |
| Nov       | 831.55         |                |
| Dec       | 641.82         | 325.00         |
| Jan 1976  | 474.29         | 667.50         |
| Feb       | 640.08         | 1206.25        |
| March     | 848.07         | 5585.00        |
| April     | 779.28         | 4220.00        |
| May       | 798.04         | 1347.50        |
| June      | 790.20         | 1425.50        |
| July      | 835.53         | 1475.75        |
| Aug       | 843.02         | 1178.25        |
| Sept      | 779.44         | 2715.50        |
| Oct       | 716.05         | <u>3752.25</u> |
| Nov       | 734.75         |                |
|           | <u>9714.04</u> | 23,898.50      |

total 33,612.54

expenses 31,097.55  
2,514.49



# Expense - 9/1/75

|                        |          |               |
|------------------------|----------|---------------|
| Ches Farm Bureau       | 20.00    |               |
| <del>FLB</del> FL Bank | 664.68   | interest      |
| Va. Farm Bureau        | 501.00   | ins.          |
| Flora                  | 30.00    | land use app. |
| FLB                    | 664.68   | interest      |
| Norfleet               | 100.00   | appraisal     |
| Va Farm Bureau         | 51.00    |               |
| Cooper                 | 30.00    |               |
| FLB                    | 664.84   |               |
| "                      | 666.37   |               |
| "                      | 1,148.00 |               |
| V. Taxpayers Comm      | 20.00    |               |
| FLB                    | 668.34   |               |
| Flora                  | 131.43   |               |
| Treas. Va.             | 25.00    | licker        |
| FLB                    | 668.35   |               |
| Flora                  | 430.30   |               |
| Detaura                | 36.00    | poles         |
| FLB                    | 668.35   |               |
| Allied Office          | 13.55    |               |
| Herbert                | 300.00   | engineering   |
| Martin chrs. Agency    | 145.00   | bond          |
| FLB                    | 668.35   |               |
| Flora                  | 506.52   |               |
| FLB                    | 668.65   |               |

Jan 76

2,

6-3-76 thru 11/30/76

|                                   |                                |
|-----------------------------------|--------------------------------|
| Norfleet                          | 35. <sup>00</sup> - appraisal  |
| Herbert & Assoc.                  | 500.00 - engineer              |
| 6/14/76 Flora                     | 676.00 Tax                     |
| "                                 | 251.07 "                       |
| DLT II - pump                     | 75.00 - pump                   |
| FLB                               | 664.30 - interest              |
| K. Farm Bureau                    | 462.00 - workman's comp.       |
| Flora                             | 278.37 Tax                     |
| Metro Dry & Lock                  | 24.96 -                        |
| FLB                               | 684.45 - interest              |
| Tide Chemical                     | 971.78 - lime on pasture       |
| Herbert                           | 300.00 - engineer              |
| COX                               | 725.00 - hauling sand          |
| Meehan                            | 151.02 " "                     |
| Ramsay                            | 87.02 " "                      |
| Lawrence                          | 130.00 " "                     |
| Tennant                           | 116.50 " "                     |
| Miss Allentice Christie           | 100.00 - contribution          |
| Supplier - Standard Office Supply | 23.00 -                        |
| K. Farm Bureau                    | 1157.00 - auto & truck premium |
| Flora                             | 463.37 -                       |
| RCS Elec.                         | 15.88 pump                     |
| R.E. Hearing                      | 250.00 motor                   |
| Quire                             | 3000.00 crane                  |
| Hogan Diesel                      | 50.88                          |
| Telestar battery                  | 193.44 - batteries for crane   |

Hogen  
 FLB  
 Warren Thrasher  
 Alls brake  
 H R Tractor  
 Alls brake  
 Taylor Parker

4.16-  
 664.30 interest  
 25.00- expense  
 120.46- crane  
 332.18- parts  
 37.35  
 13.14

2/

New Process Co.  
 High Equip.  
 C. Raymond Cooper  
 H R Tractor & Equip  
 Diamond Air Compressor  
 H R Tractor

18.75 - supplies  
 85.68- pump <sup>rental</sup> ~~parts~~  
 30.00- accounting  
 12.00  
 1003.00- pump purchase  
 318.34 crane parts  
 4.40 " "  
 2.69 " "

D R T in  
 Coastal Equip  
 Refrig. Supplies  
 Flora

165.00 salary  
 20.70 hammer  
 1.73  
 232.29 tax

D R T in  
 H. R. Tractor  
 AB

165.00 salary  
 600.00 bucket for crane  
 664.17 interest  
 165.00 salary

D R T in  
 Allied Office Supplies  
 Taylor Parker  
 Scar

30.12  
 22.52  
 32.37 Tools

|                  |        |                      |
|------------------|--------|----------------------|
| Tidewater Sand   | 140.00 | motor grade rental   |
| Keish            | 154.58 | pump rental          |
| DZ 7-11          | 165.00 |                      |
| HR Tractor       | 90.10  | parts                |
| LCS Elec         | 191.52 | repair crane starter |
| DLT Jr.          | 40.82  | parts                |
| Herbert Corp     | 361.50 | engineering          |
| HR Tractor       | 29.54  |                      |
| F2B              | 664.17 |                      |
| Carlisle T       | 28.00  | salary               |
| Rental Tools Co. | 12.58  |                      |
| " "              | 90.00  |                      |
| Moxley           | 138.75 | hauling              |
| Blevins          | 182.00 | "                    |
| Butt Prints      | 182.00 |                      |

4

|                    |         |                             |
|--------------------|---------|-----------------------------|
| Hoyer Diesel       | 127.00  | wire mesh <sup>repair</sup> |
| Hecho              | 89.84   | cable                       |
| Flora              | 397.02  |                             |
| Tidewater Sand     | 175.00  | motor grade                 |
| Dan Allen          | 600.00  | bulldozer rental            |
| Tidewater Sand     | 176.88  | motor grade                 |
| Carlisle T         | 38.00   | salary                      |
| Ray Cooper         | 160.00  | accounting                  |
| Loy                | 40.00   | repair                      |
| Fraxier Auto Parts | 29.11   | jeep parts                  |
| Jacobson Metal Co. | 4.14    | -                           |
| W. Wrenn & Sons    | 20.80   | - bottle                    |
| V. Fern Bureau     | 1109.00 | - vis on equip.             |

1 office is 101 Mount Pleasant Road, Chesapeake, Virginia.

2 Q All right, sir. And you're in the  
3 real estate business for rental and developing including  
4 handling of country homes, farms and business and  
5 industrial property.

6 A Yes, sir.

7 Q How long have you been in that type of  
8 business, Mr. Norfleet?

9 A Twenty-four years.

10 Q Do you hold a broker's license in the  
11 state of Virginia?

12 A Yes, I do.

13 Q All right, sir. And where has your  
14 business been principally concerned?

15 A Chesapeake and Virginia Beach.

16 Q All right, sir.

17 A And some in North Carolina, but not --  
18 I have a license for both states.

19 Q And are you familiar with the value of  
20 improved and unimproved real estate in Virginia,  
21 particularly in Tidewater, Virginia and its fee simple  
22 value and the annual rental value?

23 A Yes, sir.

24 Q All right, sir. Did you have occasion  
25 to appraise a tract of land lying on Centerville Turnpike

1 consisting of about 74.6 acres fronting about 470 feet on  
2 Centerville Turnpike?

3 A Yes, sir.

4 Q And did you arrive at a conclusion as to  
5 its fee simple value?

6 A With the easement as it is now?

7 Q There is an easement across it now.

8 A There is an easement across the property  
9 and its 75 foot right of way, and it runs back through  
10 the property approximately fifteen to sixteen hundred feet.

11 Q What does it do to the property as far as  
12 the location of the easement is concerned? Is the  
13 easement along the end or across the middle or --

14 A Well, it starts approximately in the middle  
15 and it keeps varying toward the, I call it the western  
16 side of the property. And the way the road is constructed,  
17 it hurts the value of it. And due to the fact that the  
18 easement is to be there until July 1, 1988 has a bad effect  
19 on the value of the property.

20 Q All right. What is your appraisal of the --  
21 first of all, how much frontage does it have along  
22 Centerville Turnpike?

23 A Four hundred seventy-one feet.

24 Q And what's the depth of the property back  
25 from the Turnpike?

1 A It runs back 3553 feet.

2 Q Do you have a plat of it?

3 A Yes, I do. I don't have a survey of it,  
4 but I do have a plat.

5 Q Uh huh. And what was your appraisal of  
6 the fee simple fair market value of that property with the  
7 easement on it?

8 A \$59,680.00.

9 Q Now, did you also make an appraisal of the  
10 property assuming that the easement did not affect it?

11 A Yes.

12 Q And what was your opinion as to the value  
13 of the property if it had no easement on it?

14 A I think it would be worth \$111,900.00.

15 Q Did you arrive at the -- a rental value  
16 of the property?

17 A It has no rental value.

18 Q Why is that?

19 A The property is grown up. It's -- there's  
20 cut-over timberland and none of it open and cultivation.  
21 And I don't know who you could rent it to under those  
22 conditions.

23 Q All right, sir. What is your fee for the  
24 work that you have done in preparing your appraisal and  
25 doing your investigation and coming down here to testify?

CROSS-EXAMINATION

BY MR. BAGGS:

Q What was the 74 acreage appraised at by the City?

A \$73,700.00.

Q That's the appraised value?

A \$73,700.00.

Q And for the 400 acres?

A I have it here somewhere if I can find it. They have it appraised at \$385,700.00, but that isn't including the improvements that actually belong to Tidewater Sand Company.

Q And what are the improvements?

A They have them appraised at \$13,400.00.

Q Of that figure?

A Right.

MR. WRIGHT: For what year is that?

THE WITNESS: '75-'76.

MR. BARR: It was how much for the improvements?

THE WITNESS: \$13,400.00.

MR. WRIGHT: How many acres is that on there?

THE WITNESS: 400.94.



1 MR. WRIGHT: And that's the appraisal and  
2 not the assessment.

3 THE WITNESS: That's the fair market  
4 value of what they think it was.

5 THE COMMISSIONER: Anything else of this  
6 witness? (Pause.)

7 Mr. Norfleet, we thank you. Is there any  
8 objection to the witness being excused? (Pause.)

9 MR. LAWLER: I'll call Mr. Thrasher if  
10 I may.

11  
12 -----oOo-----  
13

14 DAN THRASHER, called as a witness on behalf of  
15 the complainant, having been first duly sworn, was examined  
16 and testified as follows:

17  
18 DIRECT EXAMINATION  
19

20 BY MR. LAWLER:

21 Q Mr. Thrasher, is there a mortgage on  
22 the 400 acre tract?

23 A Yes, sir.

24 Q And how many mortgages are there?

25 A Two mortgages.

1 Q What's the total amount due under both  
2 mortgages there?

3 A \$257,000.00.

4 Q \$257,000.00 is the principle amount?

5 A And interest.

6 Q Principle and interest. That's interest  
7 figured to when?

8 A To March.

9 Q And interest to March.

10 THE COMMISSIONER: What year, Mr. Thrasher?

11 THE WITNESS: This year.

12 THE COMMISSIONER: '76?

13 THE WITNESS: No, March of '77.

14  
15 BY MR. LAWLER:

16 Q What is the interest rate?

17 A Eight percent.

18 Q On both of them?

19 A I believe it is. Yeah, I think so.

20 MR. WRIGHT: Is he seeking interest in  
21 advance?

22  
23 BY MR. LAWLER:

24 Q As I understand it the \$257,000.00 includes  
25 the amount of principle and the interest which would be due.

1           A       One of them is due. I am paying on one  
2 every month but the other interest would be on \$175,000.00.  
3 The original \$175,000.00 mortgage would be due.

4           Q       Can you tell me just the principle amount  
5 without putting the interest on it?

6           A       About two hundred fifty-two or \$4,000.00,  
7 something like that. It's due right now.

8           Q       Then the interest has accrued on it  
9 since last March.

10          A       Yes, sir.

11          Q       On part of it.

12          A       Yes, sir, and escrow.

13          Q       Now, how much do you pay annually on that  
14 principle of two hundred and fifty-two or \$254,000.00,  
15 principle now, not interest.

16          A       None on the principle, don't pay any on  
17 the principle. Just interest is all I'm paying.

18          Q       Well, when is that on both mortgages?

19          A       Yes, sir.

20          Q       When is the principle due?

21          A       '77, March of '77.

22          Q       The whole two hundred and fifty-two or  
23 \$254,000.00 comes due in March of 1977?

24          A       That's correct.

25          Q       So your interest payment annually is

1           A       One of them is due. I am paying on one  
2 every month but the other interest would be on \$175,000.00.  
3 The original \$175,000.00 mortgage would be due.

4           Q       Can you tell me just the principle amount  
5 without putting the interest on it?

6           A       About two hundred fifty-two or four thousand  
7 dollars, something like that. It's due right now.

8           Q       Then the interest has accrued on it  
9 since last March.

10          A       Yes, sir.

11          Q       On part of it.

12          A       Yes, sir, and escrow.

13          Q       Now, how much do you pay annually on that  
14 principle of two hundred and fifty-two or \$254,000.00,  
15 principle now, not interest.

16          A       None on the principle, don't pay any on  
17 the principle. Just interest is all I'm paying.

18          Q       Well, when is that on both mortgages?

19          A       Yes, sir.

20          Q       When is the principle due?

21          A       '77, March of '77.

22          Q       The whole two hundred and fifty-two or  
23 \$254,000.00 comes due in March of 1977?

24          A       That's correct.

25          Q       So your interest payment annually is

1 somewhere in the neighborhood of twelve or \$13,000.00 which  
2 is your --

3 A I pay a little over ten thousand I think  
4 on one mortgage a year and about \$665.00 a month on the  
5 other mortgage.

6 Q That's a total of around \$17,000.00.

7 A Something in that figure. Around about  
8 \$19,000.00 a year is the interest on them.

9 Q Let me ask you one or two questions  
10 dealing with your family relationship please, Mr. Thrasher.  
11 Your father was Daniel L. Thrasher, Senior.

12 A That's correct.

13 Q And when -- and he is now dead.

14 A Yes, sir.

15 Q When did he die?

16 A 1960.

17 Q And he was survived by your mother,  
18 Emma P. Thrasher.

19 A That's correct.

20 Q Now, what children did Daniel L. Thrasher  
21 and Emma P. Thrasher have?

22 A Had Robert Earl Thrasher, had Emma Jean Thrasher,  
23 and Daniel Leroy Thrasher, Junior.

24 Q And is Robert Earl Thrasher still living?

25 A No, sir.

- 1 Q When did he die, please?
- 2 A '72.
- 3 Q And did he have any children?
- 4 A Yes. He had two children.
- 5 Q What are their names, please?
- 6 A Cathy Ann Thrasher and Emma Jean Thrasher.
- 7 Q How old are they approximately?
- 8 A One's about twenty-four, Cathy Ann.
- 9 Q Which one is that?
- 10 A Cathy Ann. And Emma Jean is about eleven.
- 11 Q And was he also survived by a widow?
- 12 A Yes.
- 13 Q What is her name, please?
- 14 A Irene.
- 15 Q Now, how about Emma Jean Thrasher? Is she
- 16 still alive?
- 17 A No.
- 18 Q Did she leave any children?
- 19 A No.
- 20 Q And when did she die?
- 21 A I made a mistake. She died in '72, and
- 22 my brother died in '70.
- 23 Q '70.
- 24 A That's the thing, yes.
- 25 Q And now, you say whether or not

1 Emma Jean Thrasher left any children?

2 A No, she didn't.

3 Q Was she ever married?

4 A No.

5 Q And Emma P. Thrasher is now dead.

6 A Yes.

7 Q And when did she die, please?

8 A March of '74.

9 Q And at the time that she died

10 Daniel L. Thrasher, Senior owned the approximately 75 acre  
11 tract that we have discussed today.

12 A Yes, sir.

13 Q And he died without a will,

14 Daniel L. Thrasher, Senior.

15 A That's correct.

16 Q Did he have any children other than

17 Robert Earl Thrasher, Daniel L. Thrasher, Junior and  
18 Emma Jean Thrasher?

19 A No.

20 Q And Cathy Thrasher, which you referred  
21 to, is Catherine Ann Thrasher.

22 A That's right.

23 Q Now, there has been testimony here today  
24 with respect to the operation of the two burrow pits on  
25 the 400 acre tract. Do you -- can you tell us what has

1 been the annual profits, if any, from each of those burrow  
2 pits?

3 MR. WRIGHT: Object to the form of the  
4 question, profit. I don't think it's definite  
5 enough. It's susceptible of all sorts of  
6 answers which will not tend to eliminate the  
7 issue here at all.

8 MR. LAWLER: We would -- I would like  
9 to state the question and if there is an objection  
10 to it, we can move on it.

11  
12 BY MR. LAWLER:

13 Q Do you have any figures which will reflect  
14 the annual profit, if any, on each of those two burrow pits  
15 for the last several years?

16 A I have some figures, yes, sir, and paid  
17 the interest and --

18 Q If you will tell us, please, what the  
19 annual profit per year, if any, and tell us how you  
20 arrived at it, please?

21 A Well, there is no profit. Time we pay  
22 out interest on the money that we have borrowed, and we  
23 haven't been able to pay taxes or anything.

24 Q Well, have you got any readable or form  
25 that you can tell us how you arrived at that conclusion



1 taking into account what revenue may have been paid you  
2 by the people operating the burrow pit and deducting  
3 from that what expenses were applicable to the operation?

4 A Yes. I got --

5 MR. WRIGHT: Now, which pit are you  
6 referring to?

7 MR. LAWLER: Referring to both of them  
8 and he can separate them if he will.

9 THE WITNESS: Yes. We have a monthly  
10 income on the burrow pit.

11 THE COMMISSIONER: If I may interrupt you  
12 just a moment is this material he is referring  
13 to going to be introduced?

14 MR. BARR: I don't remember whether this  
15 went in or not.

16 MR. WRIGHT: Well, they claim last time  
17 there wasn't but one pit operating. I don't  
18 see how it could have gone in.

19 MR. BARR: This is as to one pit only.

20 MR. WRIGHT: That's what I thought.  
21 He said both.

22 THE COMMISSIONER: Let's recess for lunch  
23 at this point.

24 (The hearing recessed at 1:05 p.m. and at  
25 2:15 p.m. the hearing continued as follows;)

1 MR. LAWLER: We were asking Mr. Thrasher  
2 what the profit was from the operation of the two  
3 burrow pits on the 400 acre tract has been for  
4 the last several years, if he will give us  
5 the figures upon how he arrives at whatever that  
6 profit happens to be.

7 THE WITNESS: Well, through August of --  
8 through October '73 to August of '75 -- yeah '75 --  
9 we took in \$43,190.66. We had expenses of  
10 \$43,190.56.

11 THE COMMISSIONER: What was that last  
12 figure again?

13 THE WITNESS: \$43,190.66.

14  
15 BY MR. LAWLER:

16 Q That's through August 1975?

17 A Yes, sir.

18 Q Do you know what the situation has been  
19 since August of '75 to date?

20 A All right. Now, I wrote that one down.

21 Q To what date does that go, Mr. Thrasher,  
22 from August?

23 A We got four months now that we got to  
24 add that we got down, September, October and November --  
25 be three months is \$2,386.70.

1 Q That covers the period August '75 to --

2 A November of '75.

3 MR. WRIGHT: Covers September, October and  
4 November.

5  
6 BY MR. LAWLER:

7 Q That's of '75?

8 A Yes, sir.

9 Q How about since 19 -- November of '75?

10 A Got to go to this book here, and I'll get  
11 December.

12 Q What is this figure 2386?

13 A That is what we have taken in.

14 Q Is that the gross or --

15 A That's the gross.

16 Q Well, were there any expenses applicable  
17 to that?

18 A Yes, sir.

19 Q What expenses do you have against the  
20 gross revenue of 2386?

21 A I don't believe we got that.

22 MR. BARR: She didn't give you the expense  
23 figure.

24 THE WITNESS: Want me to tell you what the  
25 real estate taxes is and they won't be broken

1 down in those three months though.

2 THE COMMISSIONER: Let me ask you to give  
3 your testimony in periods and amounts corresponding.

4 MR. BARR: I might suggest, Mr. Commissioner,  
5 that in as much as we apparently are going to  
6 have to leave the record open for some additional  
7 documentary evidence anyway I can make available  
8 for the Court similar information like we made  
9 available last time. I tried to get it during  
10 the lunch break, and we couldn't get it complete  
11 during that period for those other months nor  
12 could we get the complete picture for the '76  
13 to date. The only thing I can offer to do is  
14 supplement that at a later date.

15 THE COMMISSIONER: Just defer the inquiry  
16 as to revenue subsequent to November 1975.

17 MR. BARR: Subsequent to August of '75  
18 because that's the only one where we have fairly  
19 accurate information. I have some other questions  
20 to put to him with respect to expenses that have  
21 not been paid during that period. We -- for  
22 example, the \$43,190.00 in expenses from  
23 October '73 to August '75 is I understand the  
24 expenses incurred which were actually paid which  
25 there were some expenses incurred that were not

1 paid.

2 MR. WRIGHT: Expenses for what?

3 MR. BARR: Real estate taxes.

4 THE COMMISSIONER: Agreed then.

5 MR. LAWLER: Subject to Mr. Thrasher  
6 providing the information from his books as to  
7 what the information was or is from the period  
8 November '75 to November of '76.

9 THE COMMISSIONER: Now we are running  
10 September '75.

11 MR. LAWLER: All right. September '75 to  
12 November '76. Providing that information that's  
13 all the questions that I think I would have of  
14 Mr. Thrasher.

15 THE COMMISSIONER: Well, what we are in  
16 effect saying is we are going to continue this  
17 hearing at the conclusion of what we do today  
18 and take that issue up at a later date.

19 MR. LAWLER: Yes, sir.

20 THE COMMISSIONER: Okay. No objection to  
21 that.

22 All right, sir.

23 MR. LAWLER: That's all I have for  
24 Mr. Thrasher.

25 THE COMMISSIONER: Any questions as to

1 his expenditures and revenues for the period  
2 during the -- concerning the operation of two  
3 burrow pits to August '75?

4 MR. BARR: I can add -- I will ask him a  
5 couple of other questions along those same lines.

6 THE COMMISSIONER: Well, I had in reference  
7 to any cross-examination. If we are lucky, maybe  
8 you won't have to say any more about it.

9 MR. BAGGS: Is this -- in other words, we  
10 are just to cross-examine on his -- on the testimony  
11 that he has given up to this time.

12 THE COMMISSIONER: Concerning the period  
13 up to August 1975.

14 MR. BAGGS: Yes, I have some questions.

15  
16 CROSS-EXAMINATION

17  
18 BY MR. BAGGS:

19 Q When you say expenses \$43,190.00, as I  
20 understand it that's from October of '73 to August of '75.

21 A Yes, sir.

22 Q And when you say we, who is we? I mean who  
23 are these the expenses of? Do you operate it as a  
24 partnership or a corporation or what?

25 A No, no. I'm the sole owner.

1 Q You're sole owner of the 58 acre pit.

2 Is that correct?

3 A That's correct.

4 Q And how long have you been the sole owner?

5 A Since '74.

6 Q Since the death of your mother?

7 A Yes.

8 Q She owned it prior to you?

9 A Yes, sir.

10 Q Entirely?

11 A Yes.

12 Q And do you have any account books that show  
13 what the expenses are for?

14 A Not with me.

15 Q Can you recall right now -- when you say  
16 taxes, you are talking about taxes for the whole 400 acres.

17 A Yes, sir.

18 Q Are a part of this \$43,000.00. Is that  
19 correct?

20 A Yes, sir.

21 Q Are you talking about interest that you  
22 pay on the loan?

23 A That's correct.

24 Q What other items are included?

25 A I just can't think right offhand right now

1 what it would be. My expenses, lawyers. We started this  
2 35 acres before mama died and other things.

3 Q Prior to your mother's death was any paid  
4 out in salaries, any expenses incurred in salaries connected  
5 with the burrow pit?

6 A Yes.

7 Q What salaries were paid?

8 A I believe it was a commission like  
9 Ralph Moulton. I think he got five percent.

10 Q Does he still get that?

11 A No.

12 Q And -- all right. Did your mother when  
13 she got the money from Tidewater Sand -- well, did she  
14 employ any person in connection with the Tidewater Sand  
15 pit other than what might have gone to Mr. Moulton?

16 A No. After Mr. Moulton resigned, I did  
17 the work for her there.

18 Q What has to be done. What had to be done  
19 by the owner regarding the pit?

20 A With Tidewater?

21 Q The 58 acres.

22 A Well, they would charge for upkeep of  
23 the road. They charged for that. And, of course, now we  
24 haven't figured any on sloping the banks on none of this  
25 yet, and we don't know what it will cost.



1 get some testimony as to ownership just as a  
2 matter of form, and I was looking for a copy of  
3 the deed for the 400 acre tract to Mrs. Powell.

4 MR. BARR: Mrs. Thrasher.

5 THE COMMISSIONER: Excuse me, that's right.  
6 I should have --

7 MR. BARR: It's in that group of exhibits  
8 there, Commissioner.

9 THE COMMISSIONER: Since I have got these,  
10 I'll go ahead.

11 Mr. Thrasher, let me show you first of all  
12 a copy of the deed as recorded in Deed Book 1658  
13 at page 41 from Bayberry Farms, Inc. to  
14 Emma P. Thrasher and ask you if that deed  
15 describes the property which is described in  
16 this cause?

17 (Document shown to witness for examination.)

18 THE WITNESS: Yes, sir.

19 THE COMMISSIONER: The 400 acre tract on  
20 which the burrow pit is located.

21 THE WITNESS: Yes, sir.

22 THE COMMISSIONER: What is the present  
23 ownership of that property?

24 THE WITNESS: It's in my name.

25 THE COMMISSIONER: Daniel Leroy Thrasher, Jr.

100

1 THE WITNESS: Yes, sir.

2 THE COMMISSIONER: Did you acquire that  
3 under your mother's will?

4 THE WITNESS: Yes, sir.

5 THE COMMISSIONER: Now, I show you a copy  
6 of a will probated in Will Book 40 at page 85  
7 and ask you if that's a true copy of your  
8 mother's will?

9 (Document shown to witness for examination.)

10 THE WITNESS: Yes, sir.

11 THE COMMISSIONER: I think you have all  
12 seen these before.

13 MR. BAGGS: I haven't.

14 THE COMMISSIONER: Or I'll circulate them.  
15 Let me before you get away mark those in order  
16 as the deed being Plaintiff's Exhibit 5 and the  
17 will being Plaintiff's Exhibit 6.

18 (So marked by the Commissioner.)

19 THE COMMISSIONER: Okay. Mr. Wright, you  
20 want to go ahead?

21 MR. WRIGHT: Can I inquire about the loans?

22 THE COMMISSIONER: Yes, sir. That was  
23 covered previously.

24 MR. BARR: I intend putting all of that  
25 in if you want me to go ahead and put the rest of

1 that in.

2 THE COMMISSIONER: Let's complete the rest  
3 of the examination before we start the cross.

4 MR. BARR: Go ahead.

5 THE COMMISSIONER: Let me have those  
6 exhibits and I'll -- okay. Now, that's the group.  
7 With your permission, I'll take these apart.

8 MR. LAWLER: Suppose we do this. Stanley  
9 is going to examine Dan Thrasher. Maybe I would  
10 rest with that and Grover can put his  
11 cross-examination in on Dan's testimony or  
12 however he wants to do it. I was thinking we  
13 are kind of going into direct examination with  
14 Stanley, and I was thinking it might be a good  
15 time for us to rest and let him go forward with  
16 the idea that whatever Grover wants to ask him by  
17 way of cross-examination would be applicable to  
18 the same thing. Would it be overlapping?

19 MR. BARR: I'm just going to put the notes  
20 and deeds of trust in with respect to the  
21 testimony that's gotten out on direct.

22 THE COMMISSIONER: And this actually  
23 relates to the inquiry that Joels beanpursuing.

24 MR. LAWLER: That would be all right.

25 THE COMMISSIONER: And at that point move --

1 into your pleadings. Is that what you are saying?

2 MR. BARR: If Grover wants to cross-examine  
3 now and later, it doesn't make any difference to  
4 me.

5 THE COMMISSIONER: Well, I'll let Grover  
6 call that then.

7 MR. WRIGHT: I was just going to ask him,  
8 just cover what Joe had asked on direct examination,  
9 that's all.

10 MR. BARR: Well, I'm going to put these in.

11 THE COMMISSIONER: Go ahead on the record  
12 as to the loans then if you want to cover that in  
13 any more detail or admit those as exhibits.

14 MR. BARR: I intend to.

15 THE COMMISSIONER: Let's go ahead and get  
16 those in.

17  
18 DIRECT-EXAMINATION  
19

20 BY MR. BARR:

21 Q Mr. Thrasher, I show you a copy of a  
22 note dated May 21, 1973 in the amount of \$175,000.00 and  
23 ask you if you can identify that?

24 (Document shown to witness for examination.)

25 THE WITNESS: Yes, sir.

1 BY MR. BARR:

2 Q And who are the makers on that note?

3 A Southside Virginia Production Credit  
4 Association.

5 Q That's the payee. Who are the makers of  
6 the note? Who signed the note?

7 A My mother, myself and my wife.

8 Q Now, is that --

9 MR. BARR: I'll offer that into evidence  
10 then as Thrasher Exhibit Number 1.

11 (Document shown to opposing counsel for  
12 examination.)

13 (So marked by the Commissioner.)  
14

15 BY MR. BARR:

16 Q With respect to Thrasher Exhibit Number 1  
17 in the amount of -- in the amount of \$175,000.00 when is  
18 that note due, Mr. Thrasher?

19 A March of '77.

20 Q And have any payments been made on the  
21 principle of that note?

22 A Yes, sir.

23 Q How much?

24 A I think about \$62,000.00.

25 Q And when was that paid?

1 A Whenever we got money from Ervin Corporation.

2 Q Do you remember when that was?

3 A No, sir, I don't.

4 Q Was it in the summer of '75?

5 A I believe it was. I don't know.

6 Q Now, have you -- how do you pay the  
7 interest on that note?

8 A I pay the interest -- we paid on the  
9 interest on that -- I haven't -- supposed to pay it once  
10 a year.

11 Q And have you paid it?

12 A No, sir.

13 Q Do you know what the unpaid balance is  
14 of principle and interest on that note as of this date?

15 A As of this date?

16 Q Yes.

17 A About \$154,000.00 -- \$153,000.00,  
18 somewhere.

19 Q Now, is that note secured by a deed of  
20 trust, Mr. Thrasher?

21 A Yes, sir.

22 Q And I show you a deed of trust made by  
23 Daniel L. Thrasher, Junior, Caroline C. Thrasher and  
24 Emma P. Thrasher and ask does this deed of trust relate to  
25 that note, which it is marked as Thrasher Exhibit Number 1?

(Document shown to witness for examination.)

THE WITNESS: Yes, sir.

MR. BARR: I'll offer this as Thrasher  
Exhibit 2.

THE COMMISSIONER: Received and so  
identified.

(So marked by the Commissioner.)

BY MR. BARR:

Q Mr. Thrasher, I show you Thrasher  
Exhibit Number 2 and I ask if you will, please, tell me  
what property is included in that deed of trust securing  
the note for \$175,000.00?

A 400 acres.

Q What else?

A My home.

Q And that's what acreage, your home?

A Nine acres.

Q 8.8 to be specific?

A Yes, sir.

Q What other property is included?

A That's it.

Q Did your mother own any other property  
at the time that deed of trust was executed that was not  
included?

1 A Yes, sir.

2 Q What property?

3 A A house and 15 acres.

4 Q Any other property not included?

5 A No. That's it.

6 Q You have heard testimony with respect to  
7 the 75 acre tract. That was not included in that deed of  
8 trust, was it?

9 A No, sir.

10 Q I show you a copy of a letter dated  
11 May 21, 1973 and I ask if that bears your signature?  
12 (Document shown to witness for examination.)

13 THE WITNESS: Yes, sir.

14  
15 BY MR. BARR:

16 Q And does that letter reflect the manner  
17 in which the proceeds of the \$175,000.00 loan were  
18 distributed?

19 A Yes, sir.

20 MR. BARR: I'll ask this be marked as  
21 Thrasher Exhibit Number 3.

22 THE COMMISSIONER: Received and so identified.  
23 (So marked by the Commissioner.)  
24  
25



1 BY MR. BARR:

2 Q And I show you a copy of the settlement  
3 statement and I ask you if that settlement statement was  
4 furnished to you at the time of the closing?

5 (Document shown to witness for examination.)

6 THE WITNESS: Yes, sir.

7  
8 BY MR. BARR:

9 Q At the time of the closing of the loan  
10 of \$175,000.00?

11 A Yes, sir.

12 MR. BARR: I'll ask that be marked as  
13 Thrasher Exhibit Number 4.

14 THE COMMISSIONER: All right. Received  
15 and so identified.

16 (So marked by the Commissioner.)  
17

18 BY MR. BARR:

19 Q Now, at the time of this loan, Mr. Thrasher,  
20 did you have to give any collateral other than a security  
21 interest in your residence, the 8.8 acres as described in  
22 the deed of trust?

23 A Yes, sir.

24 Q And I show you a copy of an assignment and  
25 ask if it bears your signature and that of your wife?

(Document shown to witness for examination.)

THE WITNESS: It's me and my mother.

BY MR. BARR:

Q You and your mother. Excuse me.

A Uh huh.

Q And what does that assignment include?

A We signed our monies over to  
Federal Land Bank, Virginia Production Credit Association  
Southside.

Q What monies?

A It comes from Greenbriar Farms.

Q All right.

MR. BARR: I offer this into evidence  
as Thrasher Exhibit Number 5.

THE COMMISSIONER: So identified.

(So marked by the Commissioner.)

BY MR. BARR:

Q And, Mr. Thrasher, did you have furnished  
to you a statement by your certified public accountant,  
Mr. John E. Greunke, of the firm of Leroy Canoles & Co.,  
a statement as of January 15, 1973 of the inheritance that  
was coming to you and your mother as of the time of the  
loan, May 21, 1975?

1 A Yes, sir.

2 Q And did Mr. Gremke furnish you with  
3 such a statement?

4 A Yes, sir.

5 MR. BARR: I'll ask this be offered into  
6 evidence as Exhibit Number 6.

7 THE COMMISSIONER: Off the record.

8 (Discussion off the record.)  
9

10 BY MR. BARR:

11 Q Now, Mr. Thrasher, in Thrasher Exhibits 3  
12 and 4 in paragraph B and C of Exhibit Number 3, there is  
13 an explanation of the distribution of the proceeds and those  
14 payments are reflected on the settlement statement as having  
15 been made to Mr. D. H. Burlage. What were the purposes  
16 for the payments to Mr. Burlage?

17 A To get rid of him and pay him off.

18 Q How did -- was there an agreement entered  
19 into between your mother and Mr. Burlage?

20 A When?

21 Q Was there an agreement entered into  
22 between your mother and Mr. Burlage?

23 A Oh, yes, yes. I see. When she paid him  
24 off, he would put this back into her name, this  
25 Bayberry Farms, the 400 acres.

1 Q Okay. I show you -- let me see -- this  
2 has been -- has this been remarked as Complainant's Exhibit?  
3 I show you what has been marked as Exhibit Number 5 and  
4 I ask you if this is the deed that was reconveyed from  
5 Bayberry Farms, Incorporated to your mother on May 21, 1973?  
6 (Document shown to witness for examination.)

7 THE WITNESS: Yes, sir.

8  
9 BY MR. BARR:

10 Q Now, how did the property -- well, strike  
11 that. Prior to May 21, 1973 was the 400 acre parcel in your  
12 mother's name individually?

13 A Prior to '73?

14 Q Yes.

15 A No, sir.

16 Q At anytime prior to 1973?

17 A Yes, sir.

18 Q I show you a deed dated January 6th, 1970  
19 and I ask you if you can identify that?

20 (Document shown to witness for examination.)

21 THE WITNESS: Yes, sir.

22  
23 BY MR. BARR:

24 Q What is that?

25 A That's where she conveyed it over to

1 BY MR. BARR:

2 Q And is that the agreement that they  
3 entered into?

4 A Yes, sir.

5 MR. BARR: I'll offer that as Thrasher  
6 Exhibit Number 8.

7 THE COMMISSIONER: So identified.  
8 (So marked by the Commissioner.)  
9

10 BY MR. BARR:

11 Q Now, Mr. Thrasher, I call your attention  
12 to paragraph 7 of Thrasher Exhibit Number 8, and I ask  
13 you to tell us, if you will, what the terms of the  
14 agreement were in order for your mother to recover  
15 property, the property in her name individually?

16 A To buy the piece of property back she  
17 had to do it by October 27th, 1974.

18 Q And how much did she have to pay in order  
19 to do it?

20 A \$175,000.00.

21 Q Well, what were the specific terms under  
22 the agreement, Mr. Thrasher?

23 A Well, she had to give him \$100,000.00.

24 Q For what? What did she give him the  
25 \$100,000.00 for?

1           A       I don't know what you would call it what  
2 it was for.

3           Q       Well, say what you think it is.

4           MR. WRIGHT: Are you asking him to read  
5 the agreement or interpret it?

6           MR. BARR: No. I'm not asking him to read  
7 it.

8  
9 BY MR. BARR:

10          Q       You can read it if it will help you,  
11 Mr. Thrasher. Read paragraph 7.

12          A       "The sum of \$100,000.00 in the event this  
13 option is exercised more than six months from the date of  
14 this date." Had to pay him \$100,000.00 above what he loaned  
15 us.

16          Q       And what would she be getting for that  
17 \$100,000.00 payment?

18          A       Getting the property back in her name.

19          Q       Okay. And that was over and above the  
20 amount that was owed.

21          A       Yes, sir.

22          Q       And in the settlement statement of  
23 May 21, 1973 there is an agreement reflected as \$59,708.55.  
24 What is that?

25          A       That's the principle and interest on -- on

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1 some notes.

2 Q All right. And there's also \$100,000.00  
3 in there. Is that the same \$100,000.00 that you were  
4 talking about in the agreement?

5 A Yes, sir.

6 Q Now, during the course of the relationship  
7 between your mother and Mr. Burlage did he ever threaten to  
8 foreclose under the deeds of trust securing his loans?

9 A Yes, sir.

10 Q I show you a letter dated March 28, 1973  
11 and I ask you if your mother received that letter?

12 (Document shown to witness for examination.)

13 THE WITNESS: He demanded the money.  
14

15 BY MR. BARR:

16 Q Or threatened to foreclose?

17 A Yes, sir.

18 MR. BARR: I'll offer that as Thrasher  
19 Exhibit Number 9.

20 THE COMMISSIONER: Received and identified  
21 as Thrasher Exhibit Number 9.

22 (So marked by the Commissioner.)  
23

24 BY MR. BARR:

25 Q Now, Mr. Thrasher, when -- what was the

1 purpose then for this \$175,000.00 loan?

2 A So he couldn't foreclose on us.

3 Q And thereafter your mother got the property  
4 back in her name, in her name individually.

5 A That's correct.

6 Q What were the conditions that the bank  
7 imposed upon you as a condition to making this loan?

8 A I had to put up my inheritance with  
9 Greenbriar, coming from Greenbriar Farms.

10 Q What else did you have to do?

11 A Put my home up, everything.

12 Q Now, had your mother made her will at  
13 the time that you executed that note?

14 A Which will are you talking about?

15 Q Well, did she have a will on May 21st, 1973?

16 A Yes, sir.

17 Q Who was the beneficiary under that will?

18 A I was.

19 Q Now, was there -- there was other debts on  
20 the property or is other debt on the property, isn't there,  
21 Mr. Thrasher?

22 A Yes, sir.

23 Q And that's in the principle amount of  
24 how much?

25 A \$100,000.00.



1 Q And that's -- that note is due when?

2 A March of '77.

3 Q And how are you paying that note now?

4 A I am paying just the interest on it.

5 Q How often?

6 A Every month.

7 Q And what's the monthly payment?

8 A About \$665.00 a month.

9 Q Okay. Now, who are the makers on that  
10 note?

11 A My mother, myself and my wife.

12 Q And what property is given to secure that  
13 note?

14 A Everything I got, my home.

15 Q How about the 400 acres?

16 A 400 acres.

17 Q Is your mother's house and 15 acres  
18 included?

19 A No, sir.

20 MR. BARR: Let me see if I have got  
21 anything else. I might reserve it for a later  
22 date. That's all I'll have of him at this time.  
23 I reserve the right to -- you rest, Joe?

24 MR. LAWLER: After he gets through.

25 THE COMMISSIONER: I expect he will after

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1 Grover gets through with his examination.

2 MR. BARR: Okay. If necessary I'll put him  
3 on.

4 THE COMMISSIONER: You will have another  
5 whack at it today on redirect.

6 Okay, Mr. Wright.

7  
8 CROSS-EXAMINATION  
9

10 BY MR. WRIGHT:

11 Q To summarize your testimony about the  
12 \$175,000.00 note, literally all of it went to Mr. Burlage.

13 A Every bit of it.

14 Q Okay. Now, when was the debt to  
15 Mr. Burlage originally incurred?

16 A I believe it was in '68, '69.

17 Q '68 or '69?

18 A '69 I think it was.

19 Q And how much was borrowed from him?

20 A It accumulated up to \$59,000.00.

21 Q You mean there was more than one loan?  
22 It was a series of loans?

23 A I think she had to sign a couple of notes.  
24 I think there was -- it was either two \$25,000.00 notes or  
25 two \$50,000.00. I forgot.

1 Q What were the proceeds of those loans from  
2 Mr. Burlage used for?

3 A It was to pay off some debts.

4 Q Whose debts?

5 A Well, some debts that my brother incurred  
6 and some that I incurred and my mother incurred.

7 Q Isn't it a fair statement that the money  
8 was borrowed to pay off your debts?

9 A No, sir.

10 Q What brother are you talking about?

11 A Brother Earl.

12 Q And what debts of his were paid off out of  
13 Burlage loans?

14 A I just don't know right offhand.

15 Q Was there any?

16 A I had a note from Earl and Irene, and I  
17 released it one time but I forget how much money that was.  
18 She knows all about it.

19 Q Are you saying the money was used to  
20 pay you?

21 A No. It was to pay off my brother's debts.

22 Q Well, my question is what part of the  
23 Burlage loan proceeds went to pay off any debts of your  
24 brother, Earl?

25 A I don't know.

1 Q Were there any?

2 A Yes, sir.

3 Q Debts to whom?

4 A Well, it was one \$25,000.00 I know of.

5 Q To whom?

6 A I don't know.

7 Q And you are saying that came out of the  
8 Burlage money.

9 A Yes, sir.

10 Q All right. And how much of your debts  
11 were paid out of it?

12 A I really don't know.

13 Q Can you estimate? You can estimate your  
14 brother's, but you can't estimate your own.

15 A I told you I didn't know. I said I knew  
16 of one \$25,000.00.

17 Q Well, think of some of your own that were  
18 paid off.

19 A Well, it was some -- it was some business  
20 debts that we all had that we had.

21 Q You can't tell me any of your own that  
22 were paid off?

23 A Not right offhand.

24 Q What debt of Emma P. Thrasher's was paid  
25 off out of Burlage's loan?

1           A       Well, one of them was \$38,000.00 was  
2 Goldie Tyler that my brother had. Now that come to my mind.  
3 And I just don't know -- another \$10,000.00 too of my  
4 brother's down to the Bank of Moyock. That just come to my  
5 mind and any more else I just can't think of it now.

6           Q       What debt of Emma P. Thrasher's was paid  
7 off out of the Burlage proceeds?

8           A       Well, actually I just don't know either.

9           Q       Was she on any of the notes to Burlage?

10          A       Yes, sir.

11          Q       Was she on any of the notes that were  
12 paid off out of the Burlage money?

13          A       What do you mean now, the money---

14          Q       You say that the Burlage loans were  
15 originally to pay off some debts. You have named some  
16 of your brother's debts that were paid and you say some  
17 of your debts were paid, and you can't think of any of  
18 Mrs. Thrasher's that were paid.

19          A       Well, mama's debts came through Earl where  
20 she went on a note.

21          Q       And from yours?

22          A       Mama never went on a note for me.

23          Q       She didn't go on one.

24          A       Other than money I got from her from  
25 the Federal Land Bank.

1 Q All right. Now, this \$175,000.00 loan  
2 you say you paid about \$62,000.00 on it.

3 A \$62,000.00, yes, sir.

4 Q All right. And the principle is down to  
5 what?

6 A It was down at that time about \$127,000.00.

7 Q All right. And you and your wife and your  
8 mother are each jointly and severally liable on that loan.

9 A Yes, sir.

10 Q And the \$100,000.00 loan that you say is  
11 on the property what happened to the \$100,000.00 from that  
12 loan?

13 A That went to pay off some debts.

14 Q Whose debts?

15 A That was some of my debts; some of my  
16 brother's debts.

17 Q Some of your debts and your brother's.

18 A Yes, sir.

19 Q Similiar to the Burlage loan.

20 A Yes, sir.

21 Q All right. And you say that your mother  
22 is signed on that note.

23 A Which one?

24 Q That \$100,000.00 note.

25 A Yes, sir.

1 Q Her signature is on it.

2 A Yes, sir.

3 Q You got a copy of that?

4 A I think -- didn't you put it in?

5 MR. BARR: I don't have a copy of it.

6

7 BY MR. WRIGHT:

8 Q Are you sure she's on it?

9 A Yes, sir.

10 Q You have seen it?

11 A Uh huh.

12 Q Do you have a copy of it some place?

13 A I reckon I can get it up.

14 Q You are sure she's on it.

15 A I'm -- I would say yes.

16 Q Uh huh, okay. Do you know when you last  
17 saw that note, a copy of it?

18 A I sure don't. It's been a right good little  
19 while.

20 Q And you say that you and your wife and  
21 your mother were all three on that note just like you are  
22 on this one.

23 A Yes, sir.

24 Q Okay. Now, since your mother's death,  
25 the estate has had income from the burrow pits; correct?

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1 A Yes, sir.

2 Q And from this sale to the Ervin Company.

3 A Yes, sir.

4 Q Correct. All right. Now, what has been  
5 done for instance with the money that came in from time  
6 to time from the Ervin Company?

7 A It's been Earl's got part, my sister got her  
8 part, my mother got her part and I got my part.

9 Q Well, let's talk about since your mother  
10 died.

11 A The money that came from the Ervin Company?

12 Q Uh huh.

13 A Has come to the heirs.

14 Q Well, you had a letter there from the  
15 accountant showing how much money has come in or was  
16 due to come in.

17 THE COMMISSIONER: You want to refer to  
18 that?

19 MR. WRIGHT: Yes, sir.

20

21 BY MR. WRIGHT:

22 Q For instance, since your mother's death  
23 her share alone has been \$61,433.68. Did you get that  
24 distribution September '74?

25 A Yes, sir.



1 Q And that was enough to pay off this  
2 judgment, wasn't it?

3 A No, sir. That money is promised to the  
4 Federal Land Bank. My mother signed an agreement.  
5 I signed an agreement that the money goes.

6 Q Did that money go to the Federal Land Bank?

7 A Yes, sir.

8 Q The \$61,000.00 went to the Land Bank.

9 A Now, \$62,000.00 went to the principle and  
10 forty -- I think forty some thousand went on interest,  
11 forty some.

12 Q So you are saying that whole amount went  
13 to the bank.

14 A Yes, sir.

15 Q All right. And I see that she's due another  
16 distribution in March 1st, of \$66,133.29. Is that where  
17 that's going too?

18 A Yes, sir.

19 Q Well, why is it --

20 A After taxes and --

21 Q Why is it that only her money is being used  
22 to pay off the loan?

23 A My money is being used too.

24 Q Well, if you add those two up, that's  
25 \$127,000.00 right there. Isn't that more than her share

1 alone?

2 A Well, see, the money didn't come exactly  
3 like you are -- some of it would come in -- Ervin would  
4 pay for it ahead of time some of it before. Some of that  
5 money was used.

6 Q You are talking about after she died.

7 A That --

8 Q That's all I'm talking about after she  
9 died. That \$127,000.00 right there isn't that more than  
10 her share of this loan?

11 A All I got to tell you was that check came  
12 in, that money came in, my mother's part and my sister's  
13 part and my part went to the Federal Land Bank.

14 Q Well, what I'm suggesting is that you are  
15 paying the whole loan out of her estate and not sharing  
16 any of it yourself.

17 A I don't know what -- all of my money went  
18 to the Federal Land Bank too.

19 Q But you say that the next sixty-six she  
20 gets is all going to the bank. That's more than her share,  
21 isn't it? Is it your position she owes the whole loan and  
22 you don't owe any of it?

23 A I'm paying it and my brother is not paying  
24 any of it.

25 Q You said that you have only made one payment

1 of \$62,000.00. It appears to me it all came out of her  
2 estate.

3 A It was \$100,000.00. Sixty-two went on the  
4 principle and forty I think some went on the interest.

5 Q How much went on the principle?

6 A I think sixty-some thousand dollars went  
7 on the principle.

8 Q All right. Then there would only be a  
9 principle balance then of 175 less the sixty-two. Is  
10 that right? The principle on that loan is down to about  
11 113?

12 A That one particular loan brought it down  
13 to \$127,000.00 but you got interest on that since then.

14 Q Uh huh. All right. Now, your share of  
15 this distribution is just a little bit less than your  
16 mother's was, isn't it?

17 A Yes, sir.

18 Q Okay. A total of your two shares alone is  
19 enough to pay the loan off, isn't it?

20 A I don't know.

21 Q You don't?

22 A Un uh.

23 Q All right. What about Emma Jean's share?

24 A That went to it too.

25 Q Okay. That's another hundred.

1           A       I don't know if that reflects how much we  
2 got or not either. I don't know if that's the real truth,  
3 real true.

4           Q       Since it comes from Mr. Canoles, I  
5 expect it is, but I'm suggesting is that the three shares  
6 that you are in control of, yours, Emma Jean's and your  
7 mother's amount to almost \$350,000.00. Are you paying it  
8 all out of your mother's share is what I'm suggesting and  
9 not shouldering any of it yourself?

10          A       I didn't know it was that much coming due.  
11 I think you are looking at it wrong like you was looking  
12 at them figures about the \$46.00 an acre.

13                   MR. BAGGS: That was my mistake.

14                   THE WITNESS: He agreed with you.

15                   MR. BAGGS: That's all right.

16                   THE WITNESS: And so did Mr. Jack Maness.

17  
18 BY MR. WRIGHT:

19          Q       I'm not going to argue with you, but what  
20 I'm asking is are you trying to pay all the loans out of  
21 your mother's estate and not share any of the expenses  
22 yourself?

23          A       It will take everything. I'm telling you  
24 this right now. We will not have enough to pay off out  
25 of that estate. Does that satisfy you? I don't give -- I

1 don't care what those figures says. It will not be enough  
2 to come in to pay off that mortgage.

3 Q Uh huh. All right. Now, back to the  
4 burrow pits. What do you anticipate your gross receipts will  
5 be from both burrow pits this year?

6 MR. BARR: You are talking about for 1976.

7 MR. WRIGHT: This year '76.

8 THE WITNESS: I don't know. It's been  
9 mighty poor there for the last two or three years.  
10 I don't know what Mr. Carter is going to do.

11  
12 BY MR. WRIGHT:

13 Q You can't tell me?

14 A I can't tell you, no. Only thing I can  
15 tell you Tidewater comes in about \$800.00 a month.

16 Q All right. How many people are paying for  
17 taking material from both pits?

18 A Two.

19 Q Just two?

20 A Just two.

21 Q Just Tidewater and Basnight?

22 A Yes, sir, that's correct.

23 Q No Womack?

24 A No. He's not in there.

25 Q All right. And nobody else?

1 A Nobody else.

2 Q Do you have any prospective arrangements  
3 with anybody else?

4 A No, sir.

5 Q Nobody?

6 A No, sir.

7 Q All right. And you say Tidewater has  
8 been about \$800.00 a month. What about Basnight?

9 A From December of '75 through December --  
10 September '76, Industrial Excavators paid \$20,146.25.  
11 Tidewater Sand \$8,145.74.

12 Q Okay. That's for ten months.

13 A That's \$28,291.99.

14 Q Oh, all right. That's \$2800.00 a month  
15 and that's only from one pit.

16 A That's from the -- that two people  
17 working out there.

18 Q That's from one pit, the 53 acre pit.

19 A 58 acres.

20 Q 58 acre pit \$2800.00 a month from the one.  
21 Now, what do you project from the other one?

22 A Well now, no more will come from it.  
23 No Industrial Excavators or nobody else is going to dig  
24 out of that 58 acre pit but Tidewater. That's through  
25 with now.

1 Q Okay. Now, let me understand what your  
2 present expenses are that relate to this real estate,  
3 that is the 400 acres. You got real estate taxes; correct?

4 A Yes, sir.

5 Q Okay. What do they run?

6 A About six or \$7,000.00 a year.

7 Q Six or seven?

8 A Around six or \$7,000.00 a year I think.

9 Q And what other expense do you have besides  
10 real estate tax?

11 A I have insurance.

12 Q Like you have got the other people working  
13 in the pits, Basnight and --

14 A Well now, on this new pit is a different  
15 setup than what the old pit was.

16 Q Well --

17 A The old pit we only got \$2.50 a load and  
18 the new pit I'm getting \$6.50 a load. I have got a lot of  
19 expense on the new one.

20 Q What?

21 A I have a crane.

22 Q Uh huh.

23 A I have a six-inch diesel dewatering pump  
24 to keep it pumped down. I have to have a motor grader to  
25 keep the road up. I have to keep the over burden off of it.

1 I have got to slope the banks myself. My insurance a year  
2 runs around \$3,414.00. I have got salaries. I have to clear  
3 that pit. That pit is wooded.

4 Q All right. Now, you submitted an expense  
5 list -- not a list. You just have an item \$43,190.66 for  
6 expenses. How did you arrive at that figure?

7 A Now, that's been I don't know what four or  
8 five months ago.

9 THE COMMISSIONER: I don't believe that  
10 statement has been introduced.

11 THE WITNESS: I haven't got no figures on  
12 that.

13  
14 BY MR. WRIGHT:

15 Q You don't know where the figures came from?

16 A I can't answer the expenses, no, sir.

17 Q All right. If the \$2800.00 a month that's  
18 come in on the pit were used to pay this judgment, it could  
19 be paid off in a few years, couldn't it?

20 MR. BARR: I object to the question,  
21 Mr. Commissioner. I think that assumes that the  
22 gross amount is available to be applied, and I  
23 have agreed to furnish a breakdown of what the  
24 expenses are to compare to that \$2800.00 figure.

25 THE COMMISSIONER: I sustain the objection.



1 MR. WRIGHT: All right. That's all for the  
2 moment.

3 THE COMMISSIONER: Any other questions of  
4 this witness?

5 MR. BAGGS: Yes, sir.

6  
7 CROSS-EXAMINATION

8  
9 BY MR. BAGGS:

10 Q Mr. Thrasher, on the subject 75 acre piece  
11 you inherited that from your father.

12 A Yes, sir.

13 Q And he died without a will.

14 A Yes, sir.

15 Q And so his interest, your father's  
16 interest, went to the three children.

17 A That's correct.

18 Q Yourself, Emma Jean and Robert Earl.

19 A That's correct.

20 Q Your mother just had a dower interest.

21 A That's correct.

22 Q Now, at the time that this \$175,000.00  
23 note was made, Robert, your brother Robert Earl, had  
24 already been dead a couple of years. Isn't that correct?

25 A Yes, sir.

1 Q And Emma Jean had already died.

2 A Yes, sir.

3 Q Is that correct?

4 A That's correct.

5 Q All right. So when you borrowed -- when you  
6 borrowed \$175,000.00, it was just you and your mother.  
7 Is that correct?

8 A That's correct.

9 Q Now -- and when Emma Jean died, your  
10 mother inherited everything that Emma Jean owned.

11 A That's correct.

12 Q So in this assignment of Daniel L. Thrasher, Jr.  
13 and Emma P. Thrasher dated September 20, 1973 that you  
14 assigned your interest in your father's estate to  
15 Southside Virginia Production --

16 A Uh huh.

17 Q -- that's all the proceeds that you were  
18 entitled to receive as heirs of Daniel L. Thrasher.

19 A That's correct.

20 Q So your mother was actually signing for  
21 her share.

22 A That's correct.

23 Q And that of Emma Jean.

24 A That's correct.

25 Q So now are you saying that -- that from

1 the estate of Daniel L. Thrasher, Leroy Thrasher, your  
2 father, that you have actually paid some \$100,000.00 on this  
3 note or are you paying -- are you saying only \$61,000.00  
4 you have paid?

5 A I believe it's around sixty some thousand  
6 dollars on the principle, and I believe it's around  
7 forty some on some interest, on interest.

8 Q So you are saying a hundred -- so you are  
9 saying \$100,000.00 has been paid.

10 A That's right.

11 Q All right. Was all the money -- okay.  
12 Your mother died when, in 1974?

13 A That's correct.

14 Q February?

15 A March.

16 Q March of 1974, and there has been a note  
17 down here that a payment was due September 1st, 1974  
18 from Ervin Company.

19 A Uh huh.

20 Q And are you saying that all the money  
21 received from the Ervin Company on or about September 1974  
22 was used to satisfy -- was paid?

23 A That's after my mother died.

24 Q After your mother died?

25 A Yes, sir.

1 Q Okay. And you are saying that's a  
2 \$100,000.00.

3 A Yes, sir.

4 Q Do you know the figures we have here? Do  
5 you know -- you are saying the figure was only \$100,000.00  
6 even though Mr. Canoles' figures here indicate that it  
7 should have been \$169,000.00.

8 MR. BARR: Mr. Baggs, are you talking about  
9 the shares of all three, Daniel L., Junior,  
10 Emma Jean and Mrs. Thrasher?

11 MR. BAGGS: Right. When you said all three  
12 of them.

13 THE WITNESS: I think mama received some  
14 money before she died.

15 MR. WRIGHT: \$9,000.00?

16 THE WITNESS: More than that. It was  
17 mama. and all of us received some money before  
18 then before she died and that is -- that and see  
19 I think the best way that happened was Ervin  
20 when they moved ahead and took land ahead of time,  
21 they paid a little ahead of time and that when the  
22 money came, it wasn't that much at one time.  
23 Because some had already been paid because they  
24 took possession of the land ahead of time.  
25

1 BY MR. BAGGS:

2 Q Well, my question to you was simply that  
3 since your mother's death you have not received as would  
4 be indicated on Graunke's letter, you have not received  
5 \$165,000.00.

6 A I don't know how much it is, but I'll tell  
7 you this when that check, big check came in, every bit of  
8 it that came -- that came to me went to the Federal Land  
9 Bank.

10 Q Including your share?

11 A Including my share.

12 Q All right. And as to the share, there's  
13 only been one payment since then, hasn't it?

14 A It's a small payment.

15 Q Did that go to the land owner?

16 A No.

17 Q All right. Now, for the March 1977 payment  
18 it would indicate that the three shares from Graunke's  
19 figures would be about \$178,000.00.

20 A Yes, sir.

21 Q You don't know whether that's correct  
22 or not.

23 A I don't know how exactly how much would  
24 be coming to it. It might be some difference in it.  
25 I don't know.

1 Q And I think -- okay. But -- okay -- and  
2 the total amount of the \$175,000.00 now is what? What did  
3 you give us a figure? It's a hundred --

4 A We paid it down to a hundred and twenty-seven  
5 and then with the -- so it should be around about  
6 a hundred and fifty, fifty-two thousand I imagine now what's  
7 due.

8 Q Now, when you took -- you're the executor  
9 of your mother's estate.

10 A Yes, sir.

11 Q When you took over as executor what  
12 personal assets were in the estate, bank account, stock,  
13 bonds, cash?

14 A My mother's?

15 Q Yes.

16 A She had three or four bank accounts,  
17 about thirty some dollars in them. I don't think it was  
18 \$100.00 in them.

19 Q She only had about \$100.00 in cash?

20 A Well, it's a list of them. Some of them  
21 had \$32.00 in them. Some had -- but it wasn't much.

22 Q And you are saying -- did she have any  
23 other personal property at her death?

24 A Are you talking about what you call  
25 personal furniture and stuff like that?

1 paid by Tidewater Sand for use of the burrow pit and for the  
2 extraction of the burrow pit material for the period 1968  
3 through 1972. Now, have you obtained that information?

4 A Yes, sir.

5 Q How much did you pay? How much did  
6 Tidewater pay during that period of time 1968 to 1972?

7 A I believe my bookkeeper ran these figures  
8 up and --

9 MR. BARR: Do it by the year.

10 THE WITNESS: Yeah. See what I'm questioning  
11 is I believe this is a total, a total of  
12 everything and through October of 1976.

13  
14 BY MR. LAWLER:

15 Q All right.

16 A \$115,000.00 -- \$115,561.81.

17 Q Now, give it to us by the years how that's  
18 broken down.

19 A 1968, \$20,000.00.

20 Q That was those two checks that we just  
21 referred to.

22 A Two checks, one for the note and one to  
23 start work. In 1969, \$12,274.81. In 1970, \$10,109.58.  
24 1971, \$11,454.99. 1972, \$16,839.00.

25 Q All right. And you might as well carry it

on through with your figures of '73 on through '76.

A All right. 1973, \$17,178.96. 1974, \$11,972.11. 1975, \$8,423.76. 1976, \$7,298.60. In 1974, the first figure I gave you was some \$40.00 -- \$49.50 out because we had purchased some sand from another company that we had on our books and we caught it when we checked it this time. And that's a total of \$115,561.81.

THE COMMISSIONER: \$115,51?

MR. LAWLER: 61.81.

THE COMMISSIONER: I'll mark as Exhibits 8 -- Plaintiff's Exhibits 8, 9 and 10 the certification slip, his check and the note \$10,000.00 dated July 17th, '68.

MR. LAWLER: We will offer that report.

THE COMMISSIONER: Has this already been --

MR. LAWLER: It has not been marked yet.

He testified from page 1.

THE COMMISSIONER: The report received and identified as Plaintiff's Exhibit Number 11.

(So marked by the Commissioner.)

BY MR. LAWLER:

Q At the request of the Commissioner, did you review your records to find out how the payments were made from 1968 onward?



## CROSS-EXAMINATION

BY MR. MANESS:

Q Dan, you are the administrator of your mother's estate. Have all the estate bills been paid except the judgment?

A No.

Q They have not. Do you know what estate bills are outstanding?

A What do you mean estate bills, what she owed before?

Q Yes, right.

A I think it's \$3500.00 taxes that she owed and hasn't been paid.

Q And other than that about the only thing outstanding would be the judgment due.

A It's inheritance and taxes and taxes through the city.

MR. BARR: Attorney's fees.

THE WITNESS: They are getting up there.

BY MR. MANESS:

Q In your reports as the executor have you listed the judgment of Tidewater Sand as a debt?

A Let me see. Yes, sir. I think.

## APPEARANCES: Cont'd

Mr. James B. Power, guardian ad litem for Emma Jean Thrasher.

Mr. Jack D. Maness, trustee under the will of Robert E. Thrasher for Emma Jean Thrasher, an infant.

Messrs. Breeden, Howard, and MacMillan (Mr. William E. Baggs) for Sally Thrasher, trustee for Catherine Ann Thrasher and also for Catherine Ann Thrasher and Irene Thrasher.

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MR. LAWLER: Mr. Thrasher was on the stand when we closed last time. When we adjourned he was going to proceed to some additional information and then be questioned by Mr. Barr.

MR. BARR: For the record, I furnish a copy of a letter which I received from the Federal Land Bank and Southside Production Credit Association, dated November 23rd, 1976, and signed by Richard A. Davis, assistant manager, and specified the details requested with respect to the two notes secured by deed of trust to the subject property, one in the original principal amount of one hundred thousand dollars and the other in the original principal amount of one hundred seventy-five thousand dollars. It

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1 reflects the total amount of interest and  
2 principals which have been paid on both notes  
3 and dates of those payments. I would ask that  
4 the letter be marked as the next successive  
5 defendant's exhibit, Defendant Thrasher Exhibit.  
6 Copies of this letter were furnished to all  
7 counsel.

8 THE COMMISSIONER: I have the original  
9 and a photostatic copy of the letter in the file.

10 MR. BARR: I have the original of the  
11 letter. If you would like I will trade the  
12 original for the photostatic copy.

13 THE COMMISSIONER: All right. That will  
14 be marked and received as Thrasher's Exhibit 10  
15 unless there is an objection.

16 (Marked and received by the commissioner.)

17 THE COMMISSIONER: Did everyone see the  
18 letter?

19 MR. BARR: Did anybody not receive it?  
20 I was requested to furnish a copy of the note  
21 for one hundred thousand dollars and a copy of  
22 the deed of trust. I thought that I had them in  
23 another file; as it turns out they were copies  
24 of an older note and deed of trust in the original  
25 principal amount of seventy-five thousand dollars,

1 but frankly, I didn't learn that until this  
2 morning. I don't think there will be any  
3 examination with respect to them and I can furnish  
4 them if counsel still wants them.

5 MR. WRIGHT: I want them.

6 MR. BARR: I will get them.

7 MR. WRIGHT: There is nothing in this  
8 matter that tells us --

9 MR. BARR: I believe as a result of the  
10 title examination conducted by the commissioner  
11 and the letter furnished in the file with  
12 reference to that one hundred thousand dollar  
13 deed of trust, which describes the makers of  
14 that note.

15 MR. WRIGHT: It doesn't show the endorsers.

16 MR. BARR: It identifies the maker as  
17 Emma P. Thrasher, Daniel Thrasher, Jr., and  
18 Carolyn Thrasher, his wife. Our own title note  
19 reflects that.

20 THE COMMISSIONER: Probably the most  
21 reliable means to ascertain that would be to  
22 write another letter to the holder.

23 MR. BARR: I will get them.

24 THE COMMISSIONER: And ask if they would  
25 furnish us with a certified copy of the note,

1 front and back, and advise us of any other  
2 endorsers.

3 MR. BARR: There was also a request to  
4 furnish the amount of the estate and inheritance  
5 taxes paid or payable on the estate of Emma P.  
6 Thrasher. The estate taxes due is \$51,217.00.

7 MR. WRIGHT: Was that the request?

8 MR. BARR: The inheritance taxes due is  
9 \$2,569.69.

10 MR. LAWLER: That is federal?

11 MR. BARR: State inheritance tax.

12 MR. LAWLER: Excuse me.

13 THE COMMISSIONER: In response to the  
14 original inquiry?

15 MR. WRIGHT: Right.

16 MR. BAGGS: How about Emma Jean's estate --  
17 Emma Jean --

18 MR. BARR: I can give you that information.

19 MR. BAGGS: On her interest in this  
20 subject four acres? Did you say that was Emma  
21 Jean's?

22 MR. BARR: No, Emma P.'s.

23 MR. WRIGHT: Liens to her property.

24 MR. BAGGS: Emma Jean.

25 THE COMMISSIONER: That interest would be

1 subject to it too, if it is not paid.

2 MR. BARR: Are you talking about Emma  
3 Jean's state tax? Hers was paid. That amounted  
4 to \$16,375.62. That was the payment which was  
5 made from distribution from the Greenbrier  
6 settlement after Emma P. Thrasher's death. So  
7 interest was included in that.

8 THE COMMISSIONER: The estate taxes were  
9 paid?

10 MR. BARR: Emma Jean's estate taxes,  
11 yes. I have a copy from Emma P. Thrasher's state  
12 tax return, a list of the debts at the time of  
13 her death, and included among those debts was  
14 the federal estate tax of Emma Jean Thrasher,  
15 \$16,375.82 interest, of \$438.78, and penalty  
16 in the amount of \$881.74.

17 THE COMMISSIONER: Federal tax?

18 MR. BARR: Yes. The state inheritance  
19 tax, inasmuch as it was not listed, I can only  
20 assume it was paid.

21 THE COMMISSIONER: There maybe a  
22 certificate filed in the courthouse. I can  
23 determine that.

24 MR. BARR: That has not been paid. Also  
25 a request from somebody for a list of her debts

1 at the time of her death. I have gone over this  
2 and there is one significant debt which is not  
3 included, and that is due Tidewater Sand Company.  
4 But her total indebtedness at the time of her death  
5 was \$22,033.85.

6 THE COMMISSIONER: Twenty-two thousand  
7 thirty-three --

8 MR. BARR: Oh thirty-three, eighty-five.  
9 But that does not include the debt due Tidewater  
10 Sand Company's other judgment. The only other  
11 information that was requested was income and  
12 expenses from the operation of the farm from  
13 August 1975 through the date of hearing. We  
14 furnished the income information, but Mr. Thrasher  
15 forgot his checkbook this morning. We will be  
16 able to give you the expenses before the day is  
17 out. He has verified as best he can from the  
18 prior exhibit, which was offered -- I believe it  
19 has been offered as exhibit, has it not?

20 THE COMMISSIONER: It looks familiar.  
21 That would be Thrasher's exhibit.

22 MR. BARR: I believe so. It was prepared  
23 by Thrasher. I think it is, it would not have  
24 been offered.

25 THE COMMISSIONER: I don't think it's been

1 introduced.

2 MR. BARR: Copies were furnished to  
3 everybody.

4 THE COMMISSIONER: Do you want to  
5 introduce it?

6 MR. BARR: No. It is not necessary, we  
7 can put the figures into evidence to the extent  
8 that they are relevant.

9 THE COMMISSIONER: Assume that the  
10 figures are not in controversy, it would be  
11 handier to go ahead and have it stipulated as  
12 an admission if there are no objections.

13 MR. BARR: All right. The only issues  
14 that are raised was that -- at the last hearing  
15 was that I didn't think that these figures  
16 are relevant, but in any -- for purposes --  
17 for whatever purpose they might serve, I will  
18 offer this as Thrasher Exhibit. That reflects  
19 from October 1973 through August of 1975 which  
20 was the date at which we had the first hearing  
21 on this matter. Total income was realized  
22 from the operation of the farm as a borrow  
23 pit of \$40,361.95 but for the same period,  
24 October 1973 to August 1975, there were expenses  
25



1 directly related to the ownership of the land  
2 and its maintenance area for a borrow pit of  
3 \$43,190.66 for a net operating deficit of  
4 \$2,828.71. And I will offer this --

5 MR. WRIGHT: I will object to the expense  
6 statement, because there is absolutely no backup  
7 for the expenses. It is just one figure forty-  
8 three, ninety sixty-six -- no showing where it  
9 came from.

10 MR. BARR: We are prepared to go to a  
11 part of that now, and will be able to offer the  
12 rest of it.

13 THE COMMISSIONER: Why don't we simply  
14 defer the admission of this, and if there is an  
15 objection, until such testimony as your testimony  
16 relates to it --

17 MR. BARR: Okay.

18 THE COMMISSIONER: And offer this  
19 in summation after it is testified to.

20 MR. BARR: I believe that concluded the  
21 items we were going to go forward with at this  
22 time. I would like to reserve the right to call  
23 Mr. Thrasher as a further witness as the hearing  
24 proceeds.

25 (Off-the-record discussion.)

1           could pass on the question.

2           THE COMMISSIONER: So the figures would  
3           be available in it.

4           MR. BARR: That is correct.

5           THE COMMISSIONER: I will then receive  
6           this as Thrasher's Exhibit No. 11, stipulate  
7           with limitations expressed by Mr. Wright.

8           (Received and marked into evidence as  
9           Thrasher's Exhibit No. 11.)

10  
11          BY MR. BARR:

12           Q           Now, with respect to Thrasher's Exhibit  
13           No. 11, Mr. Thrasher, did you at an earlier date with  
14           respect to Thrasher's Exhibit No. 11 -- who prepared  
15           the information with respect to all of the income?

16           A           I did.

17           Q           And did you also prepare for me a  
18           separate statement going all the way back to a period  
19           earlier in 1973, outlining all of the expenses dealing  
20           with the pit?

21           A           Yes, sir.

22           Q           And does that period go back on the early  
23           part of 1973, in fact, go back prior to October 1973?

24           A           It goes back to November '73, June of  
25           '73, June 4 of '73.

1 Q I goes through what date? Goes through  
2 September 9 of 1974?

3 A Yes.

4 Q September 9, 1974?

5 A Yes, sir.

6 Q Now, from this ledger of expenses what  
7 was the total amount that was attributable to the operation  
8 of the borrow pit and the ownership of four hundred acre  
9 farm from this ledger?

10 A \$49,806.50.

11 Q And at my request, did you go back and  
12 reconstruct the period from September of 1974 through  
13 1975?

14 A Yes, sir.

15 Q And with respect to this document, which  
16 I understand you previously testified to as not in your  
17 handwriting, is the figure \$43,190.00, are the expenses  
18 prepared from the period October '73 to August '75?

19 A Yes, sir.

20 MR. LAWLER: You refer to Thrasher's  
21 Exhibit No. 11?

22 MR. BARR: Yes, sir, and it does not  
23 include any sums prior to October '73.  
24  
25

1 BY MR. BARR:

2 Q Is that correct?

3 A No, sir.

4 THE COMMISSIONER: When in 1973?

5 MR. BARR: Prior to October 1973. I had to  
6 prepare this information for a different purpose  
7 and it starts in June of 1973.

8 THE COMMISSIONER: Okay. This is the  
9 first installment?

10 MR. BARR: Yes, sir. October 1973 as  
11 I recall it is the significant date, for it is  
12 the date the judgment went against the land.

13 THE COMMISSIONER: Have you been saying  
14 August 1973 or October 1973?

15 MR. BARR: I have been saying October of  
16 1973 but August of 1975.

17  
18 BY MR. BARR:

19 Q Now, for the period beginning September 1,  
20 1975, to November 30, 1976, have you prepared a statement  
21 of income?

22 A Yes, sir.

23 Q From the borrow pit?

24 A Yes, sir.

25 Q And what is the total income from the

1 borrow pit for that period?

2 A \$33,601.54.

3 Q And have you prepared for me from your  
4 checkbooks for that same period, checks which have been  
5 written incident to the operation of the borrow pit?

6 A Yes, sir.

7 Q What is the total of the expenses?

8 A \$31,097.55.

9 Q Now, that does not include real estate  
10 taxes?

11 A No, sir.

12 Q And what is the annual real estate taxes?

13 A \$6,204.18.

14 Q All right. Now, has any part of the cost --  
15 does any part of the expense include a salary to you?

16 A No, sir. None.

17 Q Does any part of it include any office  
18 rental at your office?

19 A No, sir.

20 Q Does any part of it include any expense  
21 for telephone?

22 A No, sir.

23 Q Any part including expenses for electric?

24 A No, sir.

25 Q Any part of it include fuel oil for the

1 operation of the pumps and drag line?

2 A No, sir.

3 Q And does any part of it include attorneys  
4 fees incident to securing and renewing permits?

5 A No, sir.

6 Q And all are additional costs that you  
7 have had?

8 A That is right.

9 Q That is all we have.

10 THE COMMISSIONER: Any cross-examination?

11 MR. WRIGHT: Cross-examination. Yes, sir.

12  
13 RECROSS-EXAMINATION

14  
15 BY MR. WRIGHT:

16 Q You told us what the expenses did not  
17 include. Would you tell us what they do include? Do  
18 you have a list of them?

19 What does the item "Flora" mean?

20 A N. D. Flora.

21 Q N. D. Flora is -- what is that for?

22 A For taxes that you have to pay 6½¢ per  
23 cubic yard for the material.

24 Q Mid-Atlantic something, what does that  
25 mean, it is a hundred dollar -- Mid-Atlantic chapter.

1 THE COMMISSIONER: Well, okay. Are you  
2 through with the income producing aspect with him?

3 MR. WRIGHT: I am if you want to defer  
4 that until last, that is fine.

5 MR. BARR: He has already asked him. He  
6 asked at the last hearing.

7 MR. WRIGHT: I didn't ask him.

8 THE COMMISSIONER: Are you through with it?  
9 Let me get through with the income figures first,  
10 Any questions? Any other questions?  
11

12 REDIRECT EXAMINATION  
13

14 BY MR. LAWLER:

15 Q The figures you have given for the income  
16 for the thirty-three thousand sixty-one point fifty-four  
17 for the period 9-1-75 through 11-30-76, thirty-three  
18 thousand sixty-one point fifty-four, that is all of the  
19 income for the four hundred acre tract?

20 A That is everything.

21 Q And the expenses to that income is  
22 thirty-one thousand nine seven fifty-five?

23 A Yes, sir.

24 Q And the forty thousand three hundred and  
25 sixty-one point ninety-five shown on Thrasher Exhibit 11,

1 is that all income from the four hundred acre tract for  
2 a period of October '73 through August of '75?

3 A Yes, sir.

4 Q And that figure, the forty-thousand  
5 sixty-nine --

6 A Yes, sir.

7 Q And the expenses which you have indicated  
8 as forty-three thousand nine hundred sixty-six?

9 A That is correct.

10 Q Is that all the expenses applicable to  
11 that income?

12 A Yes, sir.

13 MR. LAWLER: I have no further questions.

14  
15 RECROSS-EXAMINATION

16  
17 BY MR. BAGGS:

18 Q You have got down here, Tidewater Sand --  
19 I know who their industrial excavation is, that is Basnight?

20 A That is Basnight.

21 Q All right. And does he supply his own  
22 equipment?

23 A Yes, sir.

24 Q Why do you have three thousand dollars  
25 down for a crane? Are you also operating a borrow pit?