

VIRGINIA:

*In the Supreme Court of Appeals held at the Supreme Court of Appeals Building  
in the City of Richmond on Wednesday the 27th day of January, 1954.*

W. O. Lucy and J. C. Lucy, Appellants,

against # 4272

A. H. Zehmer and Ida S. Zehmer, Appellees.

From the Circuit Court of Dinwiddie County

Upon the petition of W. O. Lucy and J. C. Lucy an appeal and supersedeas is awarded them from a decree entered by the Circuit Court of Dinwiddie County on the 21st day of October, 1953, in a certain chancery cause then therein depending wherein the said petitioners were plaintiffs and A. H. Zehmer and Ida S. Zehmer were defendants; upon the petitioners or some one for them, entering into bond with sufficient security before the clerk of the said circuit court in the penalty of five hundred dollars, with condition as the law directs.

~~A copy of this:~~

~~Clerk~~

X

# Commonwealth of Virginia

In the CIRCUIT Court of the COUNTY OF DINWIDDIE

W. O. LUCY AND J. C. LUCY

vs.

A. H. ZEHMER AND IDA P. ZEHMER

## TABLE OF CONTENTS

Name of Paper	Date Filed	Page
Bill of Complaint	Mar. 6, 1953	1 thru 3
Answer	Mar 13, 1953	6 thru 8
Answer	Mar 31, 1953	9 thru 11
Decree of Errow.	Oct. 21, 1953	21
Notice of Appeal, Assignment/ Designation of the parts of the Record to be Printed	Nov. 4, 1953	23
	Nov. 4, 1953	25

I H. B. Batte, Clerk of the above mentioned Court, certify that the papers listed above and filed herein, are the original papers in the above styled case.

Teste:

H. B. Batte, Clerk

VIRGINIA:

IN THE CIRCUIT COURT OF DINWIDDIE COUNTY:

W. O. Lucy  
Dinwiddie, Virginia, and  
J. C. Lucy  
Lawrenceville, Virginia - - - - - Complainants

v.: BILL OF COMPLAINT

A. H. Zehmer  
McKenney, Virginia  
Ida S. Zehmer  
McKenney, Virginia - - - - - Respondents

To the Honorable J. G. Jefferson, Jr., Judge of said Court:

Your Complainants respectfully represent:

1. That on the 20th day of December, 1952, the said A. H. Zehmer was seized and possessed, in fee simple, of the following described real property, to wit:

"All that certain tract or parcel of land situate in Darvills Magisterial District, Dinwiddie County, Virginia, containing 471.6 acres, more or less, according to a plat thereof recorded in the clerk's office of said county in Plat Book No. 2, at page 80A, and being in all respects the same identical property conveyed A. H. Zehmer, as A. Hardy Zehmer, by deed of J. H. Ferguson and wife, dated November 20, 1943, and recorded in said clerk's office in Deed Book 69, at page 167;"

2. That the said tract of land is commonly known, designated and identified, throughout Dinwiddie County, as "The Ferguson Farm", and was being operated by the said A. H. Zehmer on the 20th day of December, 1952.

3. That on the 20th day of December, 1952, the said W. O. Lucy offered the said A. H. Zehmer the sum of \$50,000.00 cash for the above described Ferguson Farm, complete with the personal property and farming equipment of A. H. Zehmer located thereon, and used in connection with the operation of said farm, provided only the said A. H. Zehmer had good and sufficient title to the said property;

4. That the said A. H. Zehmer, on the day, month, and year aforesaid, and in a restaurant owned and operated by the said Zehmer, in McKenney, Virginia, did accept the offer of W. O. Lucy, as aforesaid, and, at the request of W. O. Lucy, and to avert any possibility of controversy over the terms or subject matter of the purchase, said A. H. Zehmer did reduce the agreement to writing, and said A. H. Zehmer and Ida S. Zehmer, his wife, at the time and place, aforesaid, did sign, execute and deliver the said agreement to the said W. O. Lucy, which agreement is in the handwriting of respondents and is as follows:

"We hereby agree to sell to  
W. O. Lucy the Ferguson Farm  
complete for \$50,000.00, title  
satisfactory to buyer.

A. H. Zehmer  
Ida S. Zehmer"

5. That relying upon the agreement aforesaid, (which is in the possession of W. O. Lucy and will be offered in evidence and as an exhibit herein), and the purchase which he had made, your complainant, W. O. Lucy, employed B. Hunter Barrow, an attorney at law, of Dinwiddie, Virginia, to examine the title of said property, which examination was duly made by the said attorney, who reported to the said W. O. Lucy, on December 31, 1952, that he did not find any liens or transfers binding or effecting the Ferguson Farm, and that he was of opinion that the respondents could convey the same by proper deed.

6. That, accordingly, W. O. Lucy notified the respondents, in writing, on January 2, 1953, that he was ready to pay the purchase price for said property, and asked that they advise him when they would be ready to close the transaction;

7. That again, on January 27, 1953, complainant wrote A. H. Zehmer requesting that he and his wife have prepared and executed a good and sufficient instrument conveying to the complainants the said property, and further that the purchase price therefor would be paid by certified check or cash, at the respondent's option;

8. That complainant, J. C. Lucy, of Lawrenceville, Virginia, is interested in said property and this suit by reason of the fact that on December 22, 1952, W. O. Lucy advised the said J. C. Lucy of his purchase of the Ferguson Farm complete for \$50,000.00, and said parties agreed that they would own the property jointly, and that title thereto would either be taken in their joint names, or that after deed was executed by the respondents to W. O. Lucy, the latter and his wife would transfer an undivided 1/2 interest in the property to the said J. C. Lucy, it being further understood that the said J. C. Lucy would pay \$25,000.00 of the agreed purchase price of \$50,000.00, and pay 1/2 of the costs incident to the title examination and recordation of the necessary instrument of sale.

9. That W. O. Lucy, and W. O. Lucy and J. C. Lucy, jointly and severally, have always been willing and ready to comply with the terms of the said agreement, made with the respondents, and following the title examination, as aforesaid, they

applied to the respondents and offered to pay the agreed purchase price upon the delivery of a sufficient deed to them for the said property, yet the said respondents refused, and still refuse, to comply with the said agreement on their part.

10. Complainants are, always have been, and stand ready at this time, and offer to pay into open court the said sum of \$50,000.00, and otherwise, fully perform their part of the said agreement, whenever the said respondents will make and deliver to them, or to W. O. Lucy, a good and sufficient deed for the property aforesaid.

Therefore, complainants pray:

a. That the said respondents may be decreed specifically to perform the said agreement entered into with W. O. Lucy, as aforesaid, and to make a good and sufficient deed to W. O. Lucy, (or to W. O. Lucy and J. C. Lucy) for the said described property, complainants being ready and willing, and are hereby offering specifically to perform the said agreement on their part, and, upon the respondents executing a proper conveyance for said property, pursuant to the terms of said agreement, to pay to the respondents the said purchase money, (\$50,000.00), in cash.

b. That complainants may have such other and general relief as may be incident to the relief herein prayed for, or as equity may require.

RESPECTFULLY SUBMITTED.

W. O. LUCY  
DINWIDDIE, VIRGINIA  
J. C. LUCY  
LAWRENCEVILLE, VIRGINIA,  
COMPLAINANTS  
BY COUNSEL

Emerson D. Baugh  
A. J. Harrison Jr.  
Attorneys for Complainants  
Lawrenceville, Virginia

Filed in the Clerk's Office the 6th day of March, 1957.

Writ Tax \$ 1.50  
Fee X  
Deposit 8.50  
Total Paid \$ 10.00

Teste: \_\_\_\_\_, Clerk  
Joseph A. Stella D. C.



EMERSON D. BAUGH  
ATTORNEY-AT-LAW  
LAWRENCEVILLE, VIRGINIA

March 5, 1953

TRIAL JUSTICE  
BRUNSWICK CO.

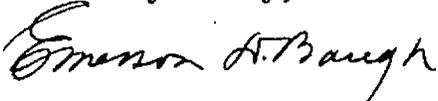
Hon. H. B. Batte, Clerk  
Circuit Court  
Dinwiddie Courthouse, Virginia

Dear Mr. Batte:

Please find enclosed bill of complaint for the institution of a suit by W. O. Lucy and others vs. A. H. Zehmer and Ida S. Zehmer, with two copies for service on the parties. My check for eleven dollars and fifty cents (\$11.50) is enclosed for Clerk's fee of ten dollars (\$10.00) and Sheriff's fee of one dollar and fifty cents (\$1.50).

With kind personal regards, I am

Yours very truly,



Emerson D. Baugh

EDB/s

Encl.

# Commonwealth of Virginia

IN THE CIRCUIT COURT OF THE COUNTY OF DINWIDDIE

W. O. Lucy Dinwiddie, Virginia J. C. Lucy, Lawrenceville,	Complainants
<b>SUBPOENA IN CHANCERY</b>	

A. H. Zehmer McKenney, Virginia Ida S. Zehmer McKenney, Virginia	Respondents
---	-------------

The party upon whom this writ and the attached paper are served is hereby notified that unless within twenty-one (21) days after such service, response is made by filing in the Clerk's Office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter a decree against such party, without further notice, either by default or after hearing evidence.

Appearance in person is not required by this subpoena.

Done in the name of the Commonwealth of Virginia, this 6th day of March, 1933.

....., CLERK.

*Joyce D. Shells*..... DEPUTY CLERK.

Emerson D. Baugh  
A. S. Harrison, Jr. ...., p. q.  
Lawrenceville, Virginia

(OFFICE ADDRESS)

W.O. Lucy, Dinwiddie, Virginia  
J.C. Lucy, Lawrenceville, Virginia

A. H. Zehmer  
McKenney, Virginia  
Ida S. Zehmer  
McKenney, Virginia

March 6,

53

March 6,

53

PROOF OF SERVICE

Virginia:

IN THE CIRCUIT COURT OF THE COUNTY OF DINWIDDIE

CHANCERY NO. 131

W.O. Lucy, Dinwiddie, Virginia  
J.C. Lucy, Lawrenceville, Virginia

v.

A. H. Zehmer  
McKenney, Virginia  
Ida S. Zehmer  
McKenney, Virginia

Returns shall be made hereon, showing service of Subpoena in Chancery issued.....  
March 6,....., 1953, with copy of Bill of Complaint.....  
filed..... March 6,....., 1953, attached:

Executed on the 11th day of March....., 1953, in the County of Dinwiddie,  
Virginia, by delivering a true copy of the above mentioned papers attached to each other,

to A. H. Zehmer  
Ida S. Zehmer - - - - - in person.

W.B. Butterworth  
SHERIFF, COUNTY OF DINWIDDIE, VA.

BY O.P. Hampton DEPUTY SHERIFF.

(Use the space below if a different form of return is necessary)

Returned and filed the 13th day of March....., 1953

W.M. Balle..... CLERK.

..... DEPUTY CLERK.

RECEIPT FOR FEES COLLECTED

A 131324

County of DINWIDDIE VA Virginia 3/12/53 1953

Received of H. B. Butts \$ 15.00

One & 5/10 DOLLARS

For Notice Type of Service or Process On 3/12/53 Date of Service 1953

In matter of Levy VS Zabner

W.W. Stahl  
Deputy—Sheriff—Sergeant

ORIGINAL—TO PAYEE

C. A. S. No. 8

OFFICE OF THE CLERK OF THE COURT  
DINWIDDIE COUNTY

DINWIDDIE, VA., March 6, 1953

Received of Emerson D. Baugh

For the account of \_\_\_\_\_

Dollars

No 770

check  
Docket  
No. 131

OFFICIAL RECEIPT

WRIT TAX AND DEPOSIT IN THE FOLLOWING CHANCERY CAUSE OR ACTION AT LAW

WRIT TAX AND DEPOSIT IN THE FOLLOWING CHANCERY CAUSE OR ACTION AT LAW	ACCOUNT	AMOUNT
Plaintiff <u>H. D. Lucy &amp; J. C. Lucy</u>	103 Chy. 104 Law Writ Tax	1 50
<u>Bills of Complaint</u> vs.	6 Chy. 7 Law Deposit	8 50
Defendant <u>A. H. Johnson &amp; Ida S. Johnson</u>	5	1 50
<u>Sheriff's fees</u>	Total	11 50

Clerk

Joyce A. Hester  
Deputy Clerk

VIRGINIA:

IN THE CIRCUIT COURT OF DINWIDDIE COUNTY.

W. O. LUCY and  
J. C. LUCY,

Complainants

Vs. A N S W E R

A. H. ZEHMER and  
IDA S. ZEHMER,

Respondents

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Comes now the respondent, A.H. Zehmer, and for answer to the said bill of complaint filed against him and another in the Circuit Court of Dinwiddie County by W. O. Lucy and J. C. Lucy, answers and says:

1. The allegations of Paragraph 1 of the bill of complaint are admitted to be true.
2. This respondent was operating the parcel of land described in Paragraph 1 of the bill of complaint on December 20, 1952. As to whether the said tract of land is commonly known, designated and identified throughout Dinwiddie County as "the Ferguson Farm" this defendant has no knowledge, and neither affirms nor denies the same, but calls for strict proof.
3. This respondent admits that on the 20th day of December, 1952 W. O. Lucy offered this respondent the sum of \$50,000.00 cash for what he called the Ferguson Farm, but this respondent considered the offer as made in jest and did not regard it as a serious offer.
4. This respondent denies that he ever accepted any offer from the said W. O. Lucy to sell to him for \$50,000.00 his farm complete with the personal property and farming equipment located thereon and used in connection with the operation of said farm. This respondent, on the contrary, avers that as a joking matter, thinking at the time that the said W. O. Lucy was jesting, and both the said W. O. Lucy and the respondent having had several drinks, that this respondent did write out the memorandum quoted in Paragraph 4 of the bill of complaint and did induce his wife to sign it.

MAR 31 1953

This respondent further says, however, that he never delivered that memorandum to the said W. O. Lucy, but the said memorandum was picked up by the said W. O. Lucy, who read it, put it in his pocket, and then attempted to offer this respondent the sum of \$5.00 to bind the bargain, which this respondent then and there refused to accept, and for the first time realizing that the said W. O. Lucy was serious, assured him that he had no intention of selling the farm, that the whole matter was a joke, and the said W. O. Lucy left the premises insisting that he had purchased the farm and your respondent at the same time insisting that he had not sold the farm.

5. Concerning the allegations of Paragraph 5 of the bill of complaint, this respondent has no knowledge and neither affirms nor denies the same, but calls for strict proof.

6. This respondent admits that the said W. O. Lucy by letter dated January 2, 1953 gave notice that he was ready to pay the purchase price for said property, and this respondent immediately replied to said letter, reciting the fact that he had never agreed to sell the property and did not intend to sell it.

7. This respondent admits that on January 27, 1953 the said W.O.Lucy wrote him another letter requesting a deed to the property, which letter was also replied to by this respondent stating that he had not made any agreement to sell the farm in question, and did not intend to sell it.

8. Concerning the allegations of Paragraph 8 of the bill of complaint, this respondent has no information and neither affirms nor denies the same, but calls for strict proof.

9. Concerning the allegations of Paragraphs 9 and 10 of the said bill of complaint, this respondent has no knowledge.

10. This respondent hereby expressly denies all allegations of said bill of complaint not herein expressly admitted to be true. This respondent expressly denies that he ever entered into any agreement with W. O. Lucy to sell to him the real estate and personal property described in the

MAR 31 1953

X

bill of complaint, and expressly denies that the memorandum in writing in the possession of the said W. O. Lucy was any memorandum of a contract made between the plaintiff and this respondent, and avers that the said memorandum was neither signed, executed or delivered to the said W. O. Lucy as a memorandum of any agreement between the parties.

And now having fully answered, this respondent prays to be hence dismissed, together with his reasonable costs in this behalf expended.

A. H. ZEHMER

By Counsel

Morton G. Goode  
Wm. Earle White

Attorneys for Defendants

We, certify that a copy of the above answer was this day mailed to Mr. Emerson D. Baugh, Attorney, and Mr. Albertis S. Harrison, Attorney, Lawrenceville, Virginia, they being attorneys of record for the plaintiff's in this cause.

Given under our hands this 31st day of March, 1953.

Wm. Earle White  
Wm. Earle White

Morton G. Goode  
Morton G. Goode

Filed:  
MAR 31 1953  
J. M. Math, clk.

VIRGINIA:

IN THE CIRCUIT COURT OF DINWIDDIE COUNTY.

W. O. LUCY and  
J. C. LUGY,

Complainants

Vs.

A N S W E R

A. H. ZEHMER and  
IDA S. ZEHMER,

Respondents

\* \* \* \* \*

The answer of Ida S. Zehmer to a certain bill of complaint filed against her and another in the Circuit Court of Dinwiddie County by W. O. Lucy and J. C. Lucy.

This respondent, saving and reserving unto herself all just exceptions to said bill of complaint, for answer thereto or to so much thereof as she is advised it is material or necessary that she should answer, answers and says:

1. The allegations of Paragraph 1 of the bill of complaint are true.
2. The real estate described in Paragraph 1 of the bill of complaint was being operated by A. H. Zehmer on the 20th day of December, 1952, but whether said tract of land is commonly known, designated and identified throughout Dinwiddie County as "The Ferguson Farm" this respondent neither affirms nor denies, but calls for strict proof of such allegation.
3. It is true that W. O. Lucy stated to A. H. Zehmer in the presence of this respondent on the night of December 20, 1952 that he would pay \$50,000.00 cash for a farm belonging to the said A. H. Zehmer, but since the said W. O. Lucy and A. H. Zehmer were both somewhat under the influence of whiskey, and since the conversation between them indicated that there was an argument between them as to whether W. O. Lucy had \$50,000.00, this respondent did not regard the offer made by the said W.O. Lucy as a serious offer or one made with intention to enter into a contract.
4. It is true that this respondent signed a memorandum prepared by the said A. H. Zehmer, copy of which is filed with the bill of complaint as a part of Paragraph 4 thereof, but it is not true that this is a

MAR 31 1953

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memorandum of any agreement between the said A. H. Zehmer and this respondent on the one hand and W. O. Lucy on the other, but on the contrary, said writing was prepared as a joke in connection with the discussion between the said A. H. Zehmer and W. O. Lucy which your respondent did not regard as any serious effort on the part of either to make a contract, and when this respondent affixed her name to the same to carry along what she regarded as a joke and with no intention of making any contract with the said W. O. Lucy. This respondent denies that the said memorandum was signed, executed and delivered to the said W. O. Lucy as any memorandum of agreement between the parties.

This respondent further states that the said W. O. Lucy picked up the memorandum and when he offered the said A. H. Zehmer the sum of \$5.00 to bind the bargain as he stated, the said A. H. Zehmer immediately refused to accept the \$5.00 and told the said Lucy that the whole matter was a joke, that he had no intention of selling the farm, and this respondent understood that it had been made clear to the said Lucy that no contract had been entered into at any time between the parties.

5. Concerning the allegations of Paragraphs 5, 6, 7, 8, 9 and 10 of the bill of complaint, this respondent has no knowledge and neither affirms nor denies the same, but calls for strict proof.

6. This respondent expressly denies all allegations of the bill of complaint not herein admitted to be true. This respondent for further answer to the said bill of complaint expressly denies that she at any time ever agreed to sell any property to W. O. Lucy for any price whatsoever. This respondent further says that the said W. O. Lucy never made any offer to this respondent of any nature whatsoever regarding said property, and further avers that neither the said W. O. Lucy nor A. H. Zehmer were in any condition to make a contract on the evening of December 20, 1952 when this writing was prepared by the said A. H. Zehmer.

And now having fully answered, this respondent prays that she be hence dismissed together with her reasonable costs in this behalf expended.

*Ida S. Zehmer*

IDA S. ZEHMER

*Wm. H. ...*  
Attorneys for Defendants

By counsel

MAR 31 1953



We certify that a copy of the foregoing answer was this day mailed to Mr. Emerson D. Raugh, Attorney, and Mr. Albertis S. Harrison, Attorney, Lawrenceville, Virginia, they being attorneys of record for the plaintiffs in this cause.

Given under our hands this 31st day of March, 1953.

  
Wm. Earle White

  
Morton G. Goode.

Filed:  
MAR 31 1953  
*J. M. Mathews*  
*clerk*

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VIRGINIA:

IN THE CIRCUIT COURT OF DINWIDDIE COUNTY:

W. O. Lucy and J. C. Lucy - - - - - -Complainants

v.

A. H. Zehmer  
Ida S. Zehmer - - - - - -Respondents

To the Honorable H. B. Batte, Clerk of Said Court:

On motion of the above named complainants, please  
summons the persons hereinafter named to appear as witnesses and testify in  
said case on Thursday, July 30, 1953, at 10:00 a.m. in the Trial Justice Court-  
room, located in the Courthouse, in the Town of Lawrenceville, Brunswick County,  
Virginia, to wit:

A.H. Zehmer  
McKenney, Virginia

Ida S. Zehmer  
McKenney, Virginia

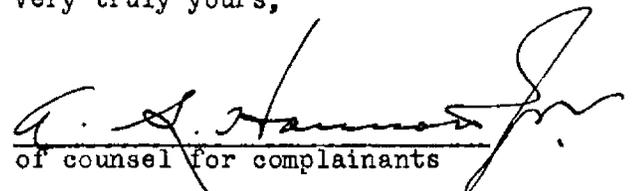
Albert Carr  
McKenney, Virginia

Paul McClellen  
McKenney, Virginia

Walter Huskey  
McKenney, Virginia

Check in the amount of \$3.25 is attached to cover the  
Sheriff's fee for summoning the above named five witnesses.

Very truly yours,

  
of counsel for complainants

*Filed:  
July 18, 1953  
W. H. Mitchell*

*Issued July 18, 1953  
W. H. Mitchell*

RECEIPT FOR FEES COLLECTED

131403

County of Norfolk Virginia July 2 1933

Received of A. H. Harrison \$3<sup>25</sup>

Three 27/10 DOLLARS

For Sum Type of Service or Process On July 2 Date of Service 1933

In matter of Tuecy VS Fehner

B. P. Longman  
Deputy-Sheriff-Sergeant

ORIGINAL-TO PAYEE

THE COMMONWEALTH OF VIRGINIA,

To The Sheriff of the County of Dinwiddie GREETINGS:

We Command You, That you summon

A. H. Zehmer  
McKenney, Va.

Ida S. Zehmer  
McKenney, Va.

Albert Carr  
McKenney, Va.

Paul McClellen  
McKenney, Va.

Walter Huskey  
McKenney, Va.

to appear as witnesses and testify on Thursday, July 30, 1953 at 10:00 a.m. in the Trial Justice Courtroom, located in the Courthouse, in the Town of Lawrenceville, Brunswick County, Virginia, in the Chancery Case styled,

W. O. Lucy and J. C. Lucy-----Complainants  
v.  
A. H. Zehmer and  
Ida S. Zehmer-----Respondents.

and have there this writ.

WITNESS: H. B. Batte, Clerk of the Circuit Court of the County of Dinwiddie, the 18th day of July, 1953, and in the 178th year of the Commonwealth.

*H. B. Batte*  
CLERK OF CIRCUIT COURT OF THE COUNTY OF DINWIDDIE, VIRGINIA

Executed in the County  
of Dinwiddie, Va., on the

22 day of July 1913  
by delivering a true copy  
hereof to

*R. M. Jones, Sheriff*

*Wm. C. Paul*

*S. W. Miller*

IN PERSON

*W. B. Williams*  
of Dinwiddie County, Va.

*By J. P. Hampton*  
Attorney

the Commonwealth:

of Dinwiddie County, Va., on the 22 day of July 1913

Witness my hand and seal of the County of Dinwiddie, Va.,

and have these signs with

the seal of the  
County of Dinwiddie, Va.

at the County Seat of the County of Dinwiddie, Va.

at the County Seat of the County of Dinwiddie, Va.

at the County Seat of the County of Dinwiddie, Va.

at the County Seat of the County of Dinwiddie, Va.

to the effect that the said

Witness my hand  
and seal of the County of Dinwiddie, Va.

Witness my hand  
and seal of the County of Dinwiddie, Va.

Witness my hand  
and seal of the County of Dinwiddie, Va.

Witness my hand  
and seal of the County of Dinwiddie, Va.

Witness my hand  
and seal of the County of Dinwiddie, Va.

at the County Seat of the County of Dinwiddie, Va.

to the effect that the said

the Commonwealth of Virginia

We hereby agree to  
sell To W. O. Lucy  
The Ferguson farm  
complete for \$50,000.00  
Title satisfactory to buyer

includes

AUG 18 1953

W. O. Lucy  
notary

W. O. Lucy  
J. P. Jones

**W. O. LUCY**  
MANUFACTURER AND WHOLESALE OF  
**VIRGINIA PINE LUMBER**

*Handwritten scribble*

DINWIDDIE, VIRGINIA

January 2, 1953

Mr. and Mrs. A. H. Zehmer  
McKenney, Virginia

Dear Mr. and Mrs. Zehmer:

I am writing this letter to advise you that I am ready to pay in cash the purchase price for the tract of land in Dinwiddie County, known as the Ferguson farm owned by you, containing 471.6 acres, more or less, in accordance with the written agreement of December 20, 1952 to sell the property to me as the title is satisfactory. Please let me know at once when you will be ready to close the same.

Yours very truly,

*W. O. Lucy*  
W. O. Lucy

*Filed:  
AUG 18 1953  
W. O. Lucy*

# Ye Olde Virginnie

*The One-Stop Station*

Restaurant - Cabins - Repair Shop

Complete Stock of Tires

McKENNEY, VA.

January, 10, 1953

*Handwritten scribbles and a diagonal line.*

*Handwritten mark resembling a hash symbol.*

Mr. W. O. Lucy  
Dinwiddie, Va.

Dear Mr. Lucy:

Replying to your letter of January 2, 1953.

As you know, and as I have repeatedly told you, at the time and since, I did not intend to nor agree to sell my farm. When you brought the matter up at my place on Saturday night December 20, we were both drinking and our discussion was in that spirit. We came to no agreement about anything.

The writing you took was written during this drinking conversation, and was scribbled off jokingly and mainly to see how far you would go in what I took to be a bluff on your part. I never intended to give it to you, and when you asked to see it and put it in your pocket I immediately protested and have been protesting ever since. I told you then and I have told you several times since that I did not intend nor agree to sell at that time, and I do not wish to sell now.

Trusting that this is clear, I am,  
Yours very truly,

*Handwritten signature: A. Behmer*

-----

*Filed:  
AUG 18 1953  
NMM:ate, clk*

saw Zahner on 8/18/53  
told him he expected to  
take action to get dead

Mr. W. O. Lucy,  
Dinwiddie, Va.

EX-4



Filed:  
AUG 18 1953  
W. H. M. [signature]  
ack

Ex. 5

EMERSON D. BAUGH  
ATTORNEY-AT-LAW  
LAWRENCEVILLE, VIRGINIA

TRIAL JUSTICE  
BRUNSWICK CO.

January 27, 1953

Mr. A. H. Zehmer  
McKenney, Virginia

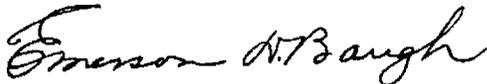
Dear Mr. Zehmer:

Please be advised that Mr. A. S. Harrison, Jr. and I have been retained to represent Mr. W. O. Lucy and Mr. J. C. Lucy in consumating their purchase from you and Mrs. Zehmer of the "Ferguson farm complete".

It is noted from your letter, received by Mr. W. O. Lucy of January 13th, that you consider the sale as a joke. This is to advise, Mr. W. O. Lucy entered into the agreement in good faith, and immediately, the next day, contacted Mr. J. C. Lucy and sold to him a one-half interest therein. They proceeded at once to have the title examined, and prepared to pay the purchase price, as you were advised by W. O. Lucy, by his letter of January 2nd. It is therefore, requested that you prepare and execute, good and sufficient instruments conveying to W. O. and J. C. Lucy, the property described in your memorandum of sale, executed by you and Mrs. Zehmer of December 20, 1952. The purchase price will be paid by certified check or cash, at your option.

Your acknowledgment of this letter will be appreciated. We have no desire to burden you with the expense of a law suit, and hope this can be avoided.

Yours very truly,



Emerson D. Baugh

EDB/s

CC: Mr. A. S. Harrison, Jr.  
Attorney-at-Law  
Lawrenceville, Virginia

Filed  
AUG 18 1953  
N. H. Matlock

*Ex. 6*

**E. HUNTER BARROW  
ATTORNEY AT LAW  
DINWIDDIE, VIRGINIA**

OFFICE 359  
TELEPHONE, RESIDENCE 508

December 31, 1952

*Handwritten mark*

Mr. W. O. Lucy  
Dinwiddie  
Virginia

Dear Mr. Lucy:

In accordance with your request, I have examined the title to that tract of land in Darvills District, Dinwiddie County, Virginia, charged on the 1952 land books as 471.6 acres, more or less, in the name of A. H. Zehmer from February 10, 1939 to date; this examination is made in accordance with and subject to the indexes to the various records found in use in said Clerk's Office and all references are to the records there.

The tract of land under examination is charged on the 1952 land books as 471.6 acres, value of land \$5660.00, buildings \$640.00, total \$6300.00, taxes \$116.55. The taxes have been paid through 1952.

That by deed dated December 14, 1938, recorded February 10, 1939 in D. B. 62, page 600, William Earle White, Special Commissioner, conveyed to J. H. Ferguson, with special warranty of title, all that certain tract or parcel of land, lying and being in Darvills Magisterial District, Dinwiddie County, Virginia, State of Virginia, containing 300 acres, more or less, and adjoining the lands of Albert Hone, Walter Baskerville, Doyle and others; being the same tract of land on which A. G. Ferguson formerly resided and which was divided by the will of Mrs. M. L. Ferguson, dated October 24, 1911, and recorded in the Clerk's Office of the Circuit Court of Dinwiddie County, Virginia, in Will Book 10, page 350, and described in said will as bounded on the north by W. G. Bridgman and Arthur Tucker, on the east by Albert Hone, Batte and Ligon, on the south by Lee Doyle and J. H. Coleman, and on the west by E. H. Bishop, Arthur Tucker and T. W. Echols.

MEMO: This deed was made by the Special Commissioner in the Chancery suit styled "J. H. Ferguson vs: Cralle Ferguson et als".

That by deed dated November 20, 1943, recorded December 4, 1943 in D. B. 69, page 167, J. H. Ferguson and wife conveyed to A. Hardy Zehmer, with general warranty and English covenants of title, the following described property:

All that certain tract or parcel of land, with the improvements thereon and appurtenances thereto belonging,

*Filed  
AUG 18 1953  
W. M. Math  
clerk*

Mr. W. O. Lucy

December 31, 1952

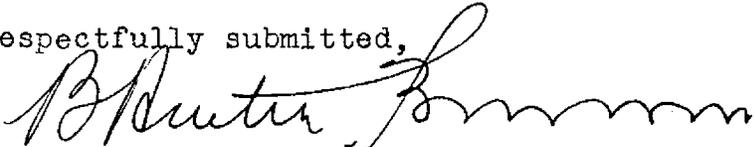
lying in Darvills Magisterial District, Dinwiddie County, Virginia, on both sides of State Route No. 40, containing 471.6 acres, be the same more or less, and bounded on the north by the lands of Gunn Bros. and Bridgeman, on the east by lands now or formerly belonging to the Hone estate, Deckers, Bowen, State Route No. 40, the old Criers Road and the lands of Doyle, on the south by the lands of Bowen, Doyle and Coleman, and on the west by the lands of Rogers, Gun Bros., the Bishop estate, Echols, and Bridgeman, the metes and bounds of said tract hereby conveyed being set forth on a certain plat of said property made by J. W. Pugh, Reg. Eng., dated August 7 - 9, 1941, which is recorded in the Clerk's Office of the Circuit Court of Dinwiddie County, Virginia, in plat book 2, at page 80-A; and being in all respects the same property conveyed to the said J. H. Ferguson by deed from William Earle White, Special Commissioner, dated December 14, 1938 in which said tract is described as containing only 300 acres, more or less, and which said deed is recorded in the aforesaid Clerk's Office, in D. B. 62, at page 600.

The grantors expressly reserve the family cemetery on said property, situated about 40 yards northwest of the residence on said property, which is now surrounded by an iron fence, the said cemetery occupying a space approximately 18 by 20 yards, together with a right of way over the other land hereby conveyed for ingress to and egress from said cemetery for the grantors, their heirs and all other heirs at law of the late M. L. Ferguson, who formerly owned said tract of land hereby conveyed.

MEMO: It is to be noted that in the prior deed to J. H. Ferguson the land is described as 300 acres, more or less, while in the above conveyance the land is described as 471.6 acres, more or less, as shown on plat of J. W. Pugh, R. E., which is recorded with the deed.

I do not find any liens or transfers binding or affecting the property during the period of this examination and subject to the above noted comments, I am of the opinion that A. H. Zehmer can convey the same by proper deed.

Respectfully submitted,

  
B. Hunter Barrow, Attorney

BHB/ewc

AUG 18 1953

EMERSON D. BAUGH  
ATTORNEY-AT-LAW  
LAWRENCEVILLE, VIRGINIA

September 23, 1953

TRIAL JUSTICE  
BRUNSWICK CO.

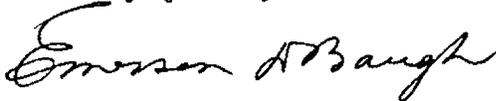
Honorable Morton G. Goode  
Dinwiddie, Virginia

Dear Senator:

Re: W. O. and J. C. Lucy vs. A. H. Zehmer, etal

This will acknowledge receipt of your letter of the 22nd. The date of October 8th at 10:00 o'clock at Amelia Courthouse is acceptable to me. I believe it was suggested that the Judge get the records and depositions from the Clerk's Office in Dinwiddie in the hopes that he would read the evidence in advance. Will you please bring this to his attention.

Sincerely yours,



Emerson D. Baugh

EDB/ask

SEP 24 1953

Price to Andrew Johnson

LAW OFFICES OF  
WHITE, HAMILTON & WYCHE  
UNION TRUST BUILDING  
PETERSBURG, VA.

WM. EARLE WHITE  
ALEX. HAMILTON, JR.  
F. L. WYCHE  
LOUIS C. SHELL

TELEPHONE 443

PRINCE GEORGE COURT HOUSE  
PRINCE GEORGE, VA.  
TELEPHONE 479-J

October 20, 1953

Hon. J. Garland Jefferson  
Amelia, Virginia

Dear Judge Jefferson:

I enclose a decree in the suit of W. O. Lucy and J. C. Lucy vs. A. H. Zehmer and Ida S. Zehmer, which has been endorsed by all counsel. If you find it in order I would appreciate your entering it and forwarding it to the clerk in the enclosed stamped, addressed envelope.

Sincerely yours,



Wm. Earle White

WEW:ds  
Enc.

*Filed*  
**SEP 21 1953**  
*~ M. M. White*

VIRGINIA: IN THE CIRCUIT COURT OF DINWIDDIE COUNTY.

W. O. LUCY and  
J. C. LUCY,

Complainants

Vs.

DECREE

A. H. ZEHMER and  
IDA S. ZEHMER,

Defendants

\*\*\*\*\*

This cause came on this day to be heard upon the bill of complaint and the exhibits filed therewith, upon the separate answers of the defendants, A. H. Zehmer and Ida S. Zehmer, duly filed herein, upon the depositions of witnesses duly taken to be read as evidence on behalf of the complainant and of the defendant, and was argued by counsel.

Upon consideration whereof, the court being of opinion that the complainants have failed to establish their right to specific performance of the alleged contract between the complainants and the defendants, the court doth ADJUDGE, ORDER and DECREE that the complainants' bill be and the same is hereby dismissed.

And the complainants, by counsel, duly excepted to the action of the court.

We ask for this:

*W. O. Lucy*  
*J. C. Lucy*

We have seen this:

*A. S. Harrison*  
*Emerson B. Baugh*

Enter this:

*J. S. Harrison* Judge

Date Oct 21, 1953

*Recorded in Chancery Book # 6 page 273*



A. S. HARRISON, JR.  
Attorney at Law  
LAWRENCEVILLE, VIRGINIA

November 3, 1953

Mr. H.B. Batte,  
Clerk of the Circuit Court of Dinwiddie County,  
Dinwiddie, Virginia.

Re: Lucy v. Zehmer

Dear Mr. Batte:

Please find enclosed herewith the following:

1. Notice of appeal and assignment of error in the above case.
2. Designation of the parts of the record to be printed.

I shall, therefore, thank you to make up the record in this case at your earliest convenience.

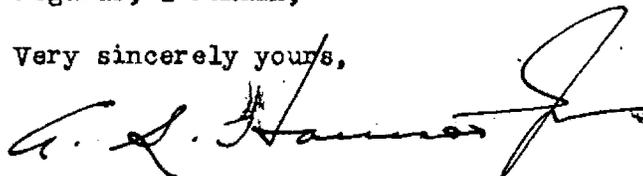
Since I have designated all material parts of the record, I doubt if there will be any further designations made by counsel for Mr. and Mrs. Zehmer.

Under the rules, this record must remain in your office for twenty days, and thereafter, until we notify you to transmit it to the Supreme Court. We shall advise you when to transmit the record to the Clerk of the Court at Richmond.

I do not believe you will have any difficulty in making up this record, for the reporter, at our request, has already incorporated all pleadings and evidence except the final order.

With kindest regards, I remain,

Very sincerely yours,



ASH Jr/mrh  
Encs.

Copies to Mr. William Earle White,  
Petersburg, Virginia,

Mr. Morton G. Goode,  
Dinwiddie, Virginia.

*Filed:*  
NOV 4 1953

*J. H. Batte et*

VIRGINIA:

IN THE CIRCUIT COURT OF DINWIDDIE COUNTY:

W. O. Lucy and J.C. Lucy, Complainants

v.: Notice of Appeal and Assignment  
of error of the complainants,  
W. O. Lucy and J. C. Lucy

A. H. Zehmer and Ida S. Zehmer, Defendants

The complainants, W.O. Lucy and J.C. Lucy, appeal from the decree and final judgment entered herein on October 21, 1953, whereby the Honorable Judge of the Circuit Court of Dinwiddie County, Virginia, dismissed the bill of complaint of the complainants, and refused to grant the complainants the relief therein prayed.

Complainants assign as error the action of the Court in decreeing that complainants failed to establish their right to specific performance of the alleged contract, set forth in the bill of complaint, between the complainants and the defendants, and, therefore, say that the decree and judgment of the Court in dismissing the bill of complaint is contrary to the law and evidence and <sup>is</sup> erroneous.

Respectfully submitted,

W. O. LUCY

J. C. LUCY

BY

*A. S. Harrison Jr.*  
*Emerson D. Baugh*

Attorneys

A.S. Harrison, J r.,  
Attorney at Law,  
Lawrenceville, Virginia

Emerson D. Baugh,  
Attorney at Law,  
Lawrenceville, Virginia.

*Filed*  
NOV 4 1953

*J. H. Matt, clk*

0

Certificate of Service

This is to certify that copies of the foregoing notice of appeal and assignments of error were mailed to William Earle White, Esq., Petersburg, Virginia, and Morton G. Goode, Esq., Dinwiddie, Virginia, at their respective offices, in properly addressed, sealed envelopes, postage prepaid, on the 3rd day of November, 1953.

A. S. Hannon, Jr.

Emerson A. Baugh.

Counsel for the Complainants

*Filed*  
NOV 4 1953  
*W. M. Matthews*  
*clerk*

VIRGINIA:

IN THE CIRCUIT COURT OF DINWIDDIE COUNTY:-

W. O. Lucy and J. C. Lucy, Complainants

v.: Designation of the Parts of the Record to be Printed

A. H. Zehmer and Ida S. Zehmer, Defendants

Pursuant to Section 6 of Rule 5:1 of the Rules of the Supreme Court of Appeals of Virginia, counsel for the complainants in the above cause designate the following parts of the record that they wish printed:

- ✓3 1. Complainants' bill of complaint. 1-3
- ✓3 2. Answer of A.H. Zehmer 6-8
- ✓2 3. Answer of Ida S. Zehmer 9-11
- 84 4. Depositions of all witnesses. 16-13 ✓ 2-25
- ✓1 5. Decree of October 21, 1953--judgment appealed therefrom. 21
- ✓T 6. Notice of appeal and assignments of error by complainants. ✓3

94 It is desired that all exhibits filed with the depositions in this case, and constituting a part of the record, be transmitted to the Clerk of the Supreme Court of Appeals of Virginia, along with the designated parts of the record.

Respectfully,

W. O. LUCY

J. C. LUCY,

By

*A.S. Harrison, Jr.*

*Emerson D. Baugh*

Attorneys

A.S. Harrison, Jr.,  
Attorney at Law,  
Lawrenceville, Virginia

Emerson D. Baugh,  
Attorney at Law,  
Lawrenceville, Virginia

*Filed:  
NOV 4 1953  
JMM:act*

We certify that on the 3rd day of November, 1953, copies of the foregoing designation of the parts of the record to be printed were served upon the respondents, by mailing copies thereof on this day to William Earle White, Esq., Petersburg, Virginia, and Morton G. Goode, Esq., Dinwiddie, Virginia, counsel for A.H. Zehmer and Ida S. Zehmer.

*A. S. Hanna, Jr.*

*Emerson W. Baugh*

Counsel for Complainants

*Filed:  
NOV 4 1953  
W. H. Smith ckt*

STATE OF VIRGINIA

COUNTY OF DINWIDDIE, TO-WIT:

I, H. B. Batte, Clerk of the Circuit Court of Dinwiddie County hereby certify that the foregoing is the original record in the suit of W. O. Lucy and J. C. Lucy vs. A. H. Zehmer and Ida P. Zehmer.

  
H. B. Batte, Clerk of  
the Circuit Court of  
Dinwiddie County, Virginia