Norfolk and Southern. Notice of Sale.

(Continued from Second Page.)

Armitage, his wife, for the use of the Chesapeake Transit Company.

Two parcels of land in Norfolk, described as follows:

First: That certain lot of land, beginning at a point on the western side of Woodside's Lane at the point distant seventy-two and twenty-five hundredths feet, more or less, southwardly from Water Street, and running thence along the western side of the aforesaid lane three hundred and nine feet, more or less, to the Port Warden's Line of the Elizabeth River; and running thence westwardly along the aforesaid Port Warden's Line fifty-four feet, more or less, to the property formerly owned by Batchelder & Collins, but now owned by Frank S. Gannon, and hereinafter described and running thence northwardly along the eastern line of the property owned by Batchelder & Collins, but now owned by the said Frank S. Gannon, three hundred and nine feet, more or less, to Tait's line; and running thence eastwardly along the line of Tait fifty-four feet to the point of beginning on Woodside's Lane. It being the same property conveyed to said Frank S. Gannon by deed of Tilton Conklin and wife, dated April 10th, 1908, and recorded in the Clerk's Office of the Corporation Court of the City of Norfolk, Virginia, in Deed Book 162-A, page 146.

Second: That certain lot of land beginning on the southern line of Water Street, sometimes called Wide Water Street, at the northeast intersection of the lot formerly belonging to John T. Bowden's estate, and running thence southwardly along the said line of property to the channel of the Elizabeth River; thence along the line of said channel fifty-four feet, more or less, eastwardly to the line of Woodside's Wharf, thence northwardly along the line of Woodside's property to Water Street; thence along the line of Water Street fifty-four feet, more or less, to the point of beginning; it being the same parcel of land conveyed to said Frank S. Gannon by the Atlantic Coast Terminal Company, Incorporated, by deed dated April 10th, 1908, recorded in the Clerk's Office of the Corporation Court of the City of Norfolk, Virginia, in Deed Book 161-A, page 16.

LANDS IN VIRGINIA TITLES TO WHICH ARE IN THE RAILWAY COMPANY:

(3) A lot of land situate in Norfolk County shown as lot one on the plat of the South Portsmouth Land and Improvement Company recorded in Deed Book 172, page 287, and conveyed to the Virginia & Carolina Coast Railroad Company by the deed of L. M. Silvester, duly of record in the Clerk's Office in Deed Book 237, page 491.

(4) A lot of land situate in Norfolk County shown as lot two on the plat of the South Portsmouth Land and Improvement Company, recorded in Deed Book 172, page 287, and conveyed to Virginia & Carolina Coast Railroad Company by deed from R. A. Hutchins and wife, duly of record in Deed Book 237, page 497.

(5) A tract of land containing about four and eighty-two one-hundredths (4.82) situate in Norfolk County, conveyed to the Virginia & Carolina Coast Railroad Company by deed of Pauline H. Stokes and others, duly of record in Deed Book 236, page 30.

(6) A tract of land situate in Norfolk County eighty (80) feet in width and eighteen hundred (1800) feet in length, as shown on the plat attached to and made a part of the deed from Lena H. Hodges and husband to the Virginia & Carolina Coast Railroad Company, recorded in Deed Book 236, page 121.

(7) A tract of land situate in Norfolk County eighty (80) feet in width by one thousand three hundred and eighty-five (1385) feet in length, as shown on the plat attached to and made a part of the deed from James W. Brown and wife to the Virginia & Carolina Coast Railroad Company, recorded in Deed Book 236, page 266.

(8) Two tracts of land situate in Norfolk County, one sixty (60) feet in width extending from Brambleton Avenue on the west to the property of John C. Hughes, the other sixty (60) feet in width extending from the eastern line of the Haynes property eastwardly to Ohio Creek and so far into the creek as the property of Marshall extends, conveyed to the Norfolk & Virginia Beach Railroad & Improvement Company by deed of J. P. R. Marshall and wife, recorded in Deed Book 171, page 8.

(9) Certain lots or parcels of land situate in Norfolk County conveyed to the Norfolk, Virginia Beach & Southern Railroad Company by the deed of John Carstensen and wife, recorded in Deed Book 123-A, page 404, described as follows:

(a) Lots numbered fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, twenty-five, forty-one, forty-two, forty-three, and forty-four as shown on the plat recorded with the deed of Francis Richardson to John H. Core and others in Deed Book 128, page 77.

(b) Beginning at the intersection of the channel of Ohio Creek with the south line of the land which J. P. R. Marshall and wife conveyed to the Norfolk & Virginia Beach Railroad & Improvement Company, then southerly down the said channel to the bridge located on Water Street, then northwesterly up the channel of a cove and along the line of land granted and conveyed to Francis Richardson by Richard Wolke, and following said line to an intersection with the line of land conveyed to the said company, then pastorly along said Virginia Beach Railroad & Improvement Company's land to the beginning.

(10) A tract of land situate in Norfolk County sixty-six (66) feet in width and two thousand six hundred and one (2601) feet in length containing about three and ninety-five one-hundredths (3.95) acres, acquired Northwesterly side of land of E. Haynes by the Norfolk & Virginia Beach Railroad & Improvement Company by virtue of certain condemnation proceedings in the County Court of Norfolk County.

(11) Eight lots of land situate in Norfolk County designated as lots numbered seven, eight, nine, ten, eleven, twelve, thirteen and fourteen on the plat of Petheridge property, recorded in Map Book 2, page 1, conveyed to the Chesapeake Transit Company by the deed of H. T. Philpotts and his wife, recorded in Deed Book 274, page 537.

(12) Four lots of land situate in Norfolk County between Broad Creek Turnpike and Princess Anne Avenue, designated as lots six, seven, forty-four and forty-five, as shown on the plat recorded with the deed of W. W. Morton, Trustee, to H. L. Page, conveyed to the Chesapeake Transit Company by deed of the Virginia Investment Company of Richmond, recorded in Deed Book 253, page 438.

(13) A tract of land containing about seven and forty-two one-hundredths (7.42) acres situate in Norfolk County, conveyed to the Norfolk & Southern Railroad Company by the deed of Garrott B. DeHaum and his wife, of record in Deed Book 266, page 307.

(14) A tract of land containing about seven and one-half (7½) acres situate in Norfolk County conveyed to the Norfolk & Southern Railway Company by deed of Frazewell Taylor and others, recorded in Deed Book 266, page 594.

(15) Two tracts of land containing about twenty-six and eight-tenths (26.8) acres situate in Norfolk County, conveyed to the Norfolk & Southern Railroad Company by the deed of Henry Butt and his wife, recorded in Deed Book 19, page 244.

(16) A tract of land containing about five and eight-tenths (5.8) acres situate in Norfolk County, conveyed to the Norfolk & Southern Railroad Company by the Deed of Henry E. Mansfield and wife, recorded in Deed Book 185, page 364.

(17) Five lots or parcels of land situate in Norfolk City designated as lots two, three, four, five, and six in block three, as shown on the plat of Williamston, recorded in Map Book 1, page 63½, conveyed to the Chesapeake Transit Company by the deed of Joseph T. Allyn, Trustee, of record in the Clerk's Office in the Corporation Court in Deed Book 142-A, page 28.

(18) Four lots or lots in the City of Norfolk designated as lots one, four, five, and six in block three, as shown on the plat of Williamston recorded in Map Book 1, page 63½, conveyed to the Chesapeake Transit Company by the deed of Joseph T. Allyn, Trustee, of record in the Clerk's Office in the Corporation Court in Deed Book 142-A, page 28.

(19) A lot of land situate in the City of Norfolk designated as lot number one in block three, as shown on the plat of Williamston, recorded in Map Book 1, page 63½, conveyed to the Chesapeake Transit Company by D. Lowenberg and wife.

(20) A lot of land situate near the [illegible] as lot No. 21 on the plat of the "Hollies," conveyed to the Chesapeake Transit Company by the deed of D. Stormont and his wife, recorded in Deed Book 74, page 556.

(21) Three tracts of land situate between Norfolk & Southern Railroad Company by the deed of the Cape Henry Park and Land Company, the Cape Henry Syndicate and the Cape Henry Beach Company, recorded in Deed Book 76, page [illegible] described as follows:

1st. A strip of land containing twenty-one and sixty-one hundredths (21.61) acres, seventeen thousand two hundred and seventy (17,270) feet in length, extending from the north line of the land now or formerly owned by Bunsen Uber to a point near the Cape Henry Light House, as shown on the plat attached to the aforesaid deed.

2nd. A tract of land containing nine and three-quarter (9¾) acres situate between Cape Henry and Virginia Beach, to the west of the parcel described above, as shown on the aforesaid plat.

3rd. A tract of land containing two and eighty-nine hundredths (2.89) acres adjoining the west line of the first tract described above, and shown on the aforesaid plat.

(22) A lot of land situate between Cape Henry and Virginia Beach in Princess Anne County, numbered as lot 184, as shown on the plat of the "Hollies," conveyed to the Norfolk & Southern Railroad Company by the deed of J. W. Willcox, Trustee, recorded in Deed Book 72, page 35.

(22½) A lot of land situate between Cape Henry and Virginia Beach, in Princess Anne County, numbered 55, as shown on the plat of the "Hollies," conveyed to the Norfolk & Southern Railroad Company by the deed of Mary K. Hillman and others, recorded in Deed Book 70, page 175.

(23) A lot of land situate between Cape Henry and Virginia Beach in Princess Anne County, numbered lot 56, as shown on the plat of the "Hollies," conveyed to the Norfolk & Southern Railroad Company by the deed of Mary E. Holmes and others, recorded in Deed Book 70, page 173.

(24) A lot of land situate between Cape Henry and Virginia Beach in Princess Anne County, numbered 83, as shown on the plat of the "Hollies," conveyed to the Norfolk & Southern Railroad Company by the deed of Mary E. Holmes, recorded in Deed Book 70, page 173.

(25) A lot of land situate between Cape Henry and Virginia Beach in Princess Anne County, numbered 158, as shown on the plat of the "Hollies," conveyed to the Norfolk & Southern Railroad Company by the deed of J. W. Willcox, Trustee, recorded in Deed Book 70, page 575.

(26) A lot of land situate between Cape Henry and Virginia Beach in Princess Anne County, being lot numbered ——, as shown on the plat of the "Hollies," conveyed to the Norfolk & Southern Railroad Company by the deed of William L. Tait, recorded in Deed Book 70, page 573.

(27) A lot of land situate between Cape Henry and Virginia Beach in Princess Anne County, being lot numbered 52, as shown on the plat of the "Hollies," conveyed to the Norfolk & Southern Railroad Company by the deed of Mary E. Holmes, recorded in Deed Book 70, page 173.

(28) A lot of land situate between Cape Henry and Virginia Beach in Princess Anne County, being lot numbered 112 on the plat of the "Hollies," conveyed to Norfolk & Southern Railroad Company by the deed of Georgiana C. Bott, recorded in Deed Book 70, page 573.

(29) Twelve lots or parcels of land situate between Cape Henry and Virginia Beach in Princess Anne County, numbered 55, 52, 72, 111, 123, 174, 182, 213, 242, 244, 253, and 206, as shown on the plat of the "Hollies," conveyed by the Norfolk & Southern Railroad Company from J. W. Willcox, Trustee, and others, through certain condemnation proceedings instituted in the County Court of Princess Anne County, as shown by the reports confirmed and recorded in Deed Book 75, page 575, and Deed Book 75, page 184.

(30) A tract of land containing about one-half of an acre situate at Lynnhaven Inlet in Princess Anne County, conveyed to the Chesapeake Transit Company by the deed of Edward W. James and his wife, recorded in Deed Book 79, page 297.

(31) A tract of land containing about fifty acres situate on Lynnhaven Bay between Cape Henry and the Lynnhaven River in Princess Anne County, conveyed to the Chesapeake Transit Company by a deed of the Cape Henry Park & Land Company, recorded in Deed Book 76, page 240.

(32) A tract of land containing about one hundred and five acres situate on the North Landing River in Princess Anne County and the eastern half of that tract known as the "Munden Point Farm," conveyed to the Norfolk & Virginia Beach & Southern Railroad Company by the deed of Alfred Shitt and his wife, recorded in Deed Book 63, page 257.

(32½) Four lots of land situate in Princess Anne County, numbered 1, 2, 3 and 4, in Sunrise No. 1, as shown on the plat of Munden Point, which is a part of the land from Alfred Shitt and his wife to B. P. Halland, conveyed to the Norfolk & Southern Railroad Company by the deed of Bernard P. Holland [illegible] recorded in Deed Book 63, page [illegible].

(33) A lot of land situate in the town of Suffolk in Nansemond District of Nansemond County, fronting sixty-five feet on Washington Street and running back with a southerly direction one hundred and twenty-six (126) feet, conveyed to the Suffolk & Carolina Railway Company by the deed of W. N. Camp, [illegible] recorded in Deed Book [illegible], page 212.

(34) A lot of land situate near the town of Suffolk in Nansemond County, fronting thirty-five (35) feet on the public road which leads to Suffolk, and running back between parallel lines, one hundred (100) feet, conveyed to the Suffolk & Carolina Railway Company by the deed of John S. Gittings and others, recorded in Deed Book 54, page 125.

(35) A tract of land situate near the town of Suffolk, in the County of Nansemond, conveyed to the Suffolk & Carolina Railway Company by deed of John S. Gittings and others, recorded in Deed Book 54, page 125, described as follows: Beginning near the line of the lot of land now or formerly owned by the Gay Manufacturing Company, and running thence North along the line of the said Gay Manufacturing Company, one hundred feet, thence East sixty (60) feet to the line of the Suffolk & Carolina Railway Company's right of way, thence North along the line of said right of way four hundred (400) feet, more or less, to the line of the Norfolk & Western Railway Company's right of way, thence along the line of the Norfolk & Western Railway Company's right of way, fourteen (30) feet to the land now or formerly owned by John E. Finner, thence along the last mentioned line to the land now or formerly owned by Thomas W. Smith, three hundred and twenty (320) feet, thence East along the line of the land now or formerly owned by Thomas W. Smith, thirty-nine (39) feet, thence South one hundred and fifty (150) feet, to the County Road, and thence East along the said County Road thirty-six (36) feet, more or less, to the land of the Gay Manufacturing Company.

(36) A parcel of land containing about forty-one one-hundredths (.41) of an acre, adjoining the right of way of the Seaboard & Roanoke Railroad near the town of Suffolk in Nansemond County, conveyed to the Suffolk & Carolina Railway Company by the deed of the Suffolk Land and Improvement Company, recorded in Deed Book 83, page 67.

(37) A tract of land situate near the town of Suffolk in Cypress Magisterial District in the County of Nansemond, fronting on Nansemond River about two hundred and twenty (220) feet and running back from the river about two hundred and ten (210) feet, known as the Suffolk Wharf property, conveyed to the Suffolk & Carolina Railway Company by the deed of W. H. Clay and others, recorded in Deed Book 13, page 256, and by the deed of W. B. Brooks and wife, recorded in Deed Book 16, page 314.

Also all the real estate, yards, buildings, stations, sheds, tracks, depots, freight houses, power houses, machine shops, car barns, improvements and terminals now owned and used by defendant in the conduct of its business, located and situated in Norfolk, Berkley and Suffolk, State of Virginia; Elizabeth City, Edenton, Mackey's Ferry, Columbia, Plymouth, Washington, Belhaven, New Bern, Bayboro, Oriental, Goldsboro, Kinston, Morehead City, Beaufort, Raleigh, Wilson and Greenville, State of North Carolina; and Providence Junction, Clapham Junction, Munden's Point, Virginia Beach, Cape Henry, North Junction and Bayville, State of Virginia, and at other points along its lines of railroad and at and near its terminals.

INCLUDED IN THE FOREGOING GENERAL DESCRIPTION IS THE FOLLOWING EQUIPMENT OF THE NORFOLK & SOUTHERN RAILWAY COMPANY, AND ALSO ALL ITS RIGHT, TITLE AND INTEREST IN AND TO THE EQUIPMENT HELD BY IT UNDER LEASE FROM THE ATLANTIC AND NORTH CAROLINA RAILROAD COMPANY DATED SEPTEMBER 1, 1904:

EQUIPMENT OWNED BY THE NORFOLK & SOUTHERN RAILWAY COMPANY.

Steamers: Garrett, Dickerman, Warner, Haven Belle, Comet, Pamlico, Phillips, Albemarle, Hatteras, Virginia, Edenton, Waterboy and W. B. Blades.

Barges and Floats: Numbered 1, 2, 3, 4, 5, 6, 8, 10, 12, 14, 15, 16, 17, 18 and the barge [illegible]

Switching Locomotives 4

Freight Locomotives 20
Passenger Locomotives 28
Mail and Express Cars 8
Electric Cars 12
Work Cars 22
Flat Cars 40M capacity 40
Flat Cars 60M capacity 26
Flat Cars 80M capacity 210
Box Cars 40M capacity 21
Box Cars 60M capacity 3
Refrigerator Car 1
Furniture Cars 60M capacity 75
Passenger Locomotives 25
Officers' Cars 1
Baggage Cars 6
Passenger and Baggage Cars 11
Caboose Cars 13
Log Cars 154
Flat Cars 50M capacity 16
Flat Cars 80M capacity 46
Box Cars 60M capacity 1,124
Box Cars 80M capacity 23
Stock Car 60M capacity 18
Gondola Cars 60M capacity 50
Electric Cars 6

ALL THE RIGHT, TITLE AND INTEREST OF SAID COMPANY IN AND TO THE FOLLOWING EQUIPMENT, HELD UNDER LEASE AS AFORESAID:

Locomotives 13
Passenger Equipment Cars 28
Work Cars 18
Caboose Cars 3
Log Cars 118
Flat Cars 78
Box Cars 154
Gondola Cars 16

Reference is hereby made to the report of the Special Master, Percy S. Stephenson, filed in the above mentioned cause on or about August 7, 1909, as containing a more detailed description of the equipment above enumerated.

THE FOLLOWING DESCRIBED PROPERTIES ACQUIRED BY THE RECEIVERS IN THE OPERATION OF SAID RAILROAD ARE INCLUDED HEREIN AS PARTS OF THE PROPERTY INTENDED TO BE SOLD BY THE UNDERSIGNED:

NORTH CAROLINA.

(1) A parcel of land situate at Farmville, in Pitt County, described as follows: Beginning at a stake near the ditch running parallel with the "Y" of the Norfolk & Southern Railway Company, running south 84° 10' east, seventy-seven and six-tenths (77.6) poles to another stake near said ditch, thence north 22° 30' east, eight (8) and four-tenths (8.4) poles to an iron pin; thence south 85° 30' east, seventy-seven (77) poles to a stake, the beginning, upon which a portion of the west prong of the "Y" at Farmville is located, conveyed to the Norfolk & Southern Railway Company by the deed of Lena O'Neal, recorded in Deed Book E-9, page 116.

(2) Two lots or parcels of land situate in Washington County, one located on each side of the present right of way of said Railway Company and each ten (10) feet wide, extending one thousand seven hundred and fifty (1,750) feet more or less, from the lands now or formerly owned by W. Frank Lucas on the north, through and as a part of the land now owned by the said T. L. Satterthwaite, known as the Owens Farm, to the woodland owned by the said T. L. Satterthwaite. Said strips of land contain eight-tenths (.8) of an acre, more or less, and include all lands within twenty-five feet of the center line of the present right of way of the Norfolk & Southern Railway Company, throughout the distance the said Railway traverses the land of the said T. L. Satterthwaite, as shown on a map of said Farm, conveyed to the Norfolk & Southern Railway Company by the deed of T. L. Satterthwaite, recorded in Deed Book 25, page 91.

(23) A lot of land situate in Chowan County, described as follows: Beginning at the point where Sullivan line between Rhodes Lumber Company and Richard Lucas intersects the western line of the Norfolk & Southern Railway Company's Cotton Mill Branch right of way, said point being seventeen and one-half (17½) feet from the center line of said Cotton Mill Branch; thence southwardly along the western edge of said right of way two hundred and twenty-eight (228) feet, more or less, to the line of W. B. Sullivan; thence westwardly along said line [illegible] feet; thence [illegible] Dick's thirty-nine (39) feet to a point distant twenty-five (25) feet from the center line of the proposed track connecting the Cotton Mill Branch with the Norfolk & Southern Railway; thence northwardly and parallel with said center line two hundred and twenty-seven (227) feet, more or less, to the said line of Sullivan; thence [illegible] along said dividing line eight (8) feet more or less, to the point of beginning. Conveyed to the Norfolk & Southern Railway Company by the deed of [illegible] Deed Book [illegible], page 351.

(24) A tract of land containing about four and seven-tenths (4.7) acres situate in Sandy Cross in Gates County, in Township of Pitt County, described as follows: Beginning at the line of William Nichols where the center of the line of survey of the Railway Company's line of railway crosses said line, said line also running through with the Nance's line north 32° 45' west thirty-eight and thirty-one hundredths (38.31) feet to a point fifty feet from the center line of the said center line of said survey to a line parallel with said line 37° 30' west to a line parallel with said line fifty feet from the center line of said survey to the line of Mrs. Lucy Patrick's land; thence along the line of Mrs. Patrick's land south 53° 45' east to the center line of said survey to a point on the said Gay Manufacturing Company, one hundred feet, thence East sixty (60) feet to the line of the Suffolk & Carolina Railway Company's right of way, thence North along the line of said right of way four hundred (400) feet, more or less, to the line of the Norfolk & Western Railway Company's right of way, thence along the line of the Norfolk & Western Railway Company's right of way, fourteen (30) feet to the land now or formerly owned by John E. Finner, thence along the last mentioned line to the land now or formerly owned by Thomas W. Smith, three hundred and twenty (320) feet, thence East along the line of the land now or formerly owned by Thomas W. Smith, thirty-nine (39) feet, thence South one hundred and fifty (150) feet, to the County Road, and thence East along the said County Road thirty-six (36) feet, more or less, to the land of the Gay Manufacturing Company.

(25) A parcel of land containing about forty-one one-hundredths (.41) of an acre, adjoining the right of way of the Seaboard & Roanoke Railroad near the town of Suffolk in Nansemond County, conveyed to the Suffolk & Carolina Railway Company by the deed of the Suffolk Land and Improvement Company, recorded in Deed Book 83, page 67.

(26) A tract of land situate near the town of Suffolk in Cypress Magisterial District in the County of Nansemond, fronting on Nansemond River about two hundred and twenty (220) feet and running back from the river about two hundred and ten (210) feet, known as the Suffolk Wharf property, conveyed to the Suffolk & Carolina Railway Company by the deed of W. H. Clay and others, recorded in Deed Book 13, page 256, and by the deed of W. B. Brooks and wife, recorded in Deed Book 16, page 314.

Also all the real estate, yards, buildings, stations, sheds, tracks, depots, freight houses, power houses, machine shops, car barns, improvements and terminals now owned and used by defendant in the conduct of its business, located and situated in Norfolk, Berkley and Suffolk, State of Virginia; Elizabeth City, Edenton, Mackey's Ferry, Columbia, Plymouth, Washington, Belhaven, New Bern, Bayboro, Oriental, Goldsboro, Kinston, Morehead City, Beaufort, Raleigh, Wilson and Greenville, State of North Carolina; and Providence Junction, Clapham Junction, Munden's Point, Virginia Beach, Cape Henry, North Junction and Bayville, State of Virginia, and at other points along its lines of railroad and at and near its terminals.

VIRGINIA.

(1) Certain parcels lots or pieces of land, situate at Virginia Beach, in the County of Princess Anne, conveyed to the Norfolk & Southern Railway Company by the deed of T. D. Savage, Trustee, recorded in Deed Book 82, page 510, described as follows:

All that certain tract consisting of the block beginning at the southeast corner of the alley formerly known as the Atlantic Avenue and of South Carolina Avenue, and running thence East along the south side of South Carolina Avenue one hundred and fifty (150) feet more or less to a point, thence South parallel with said alley 582 feet, more or less, to a point in the northern line of Fourteenth Street, as the said Street has recently been laid out by the Virginia Beach Development Company; thence west with the north side of the said Fourteenth Street, one hundred and fifty (150) feet more or less, to a point, on the eastern line of said alley; thence north along the said alley, five hundred and eighty-two (582) feet more or less, to the beginning: Being the property whereon was situated the Princess Anne Hotel; also all that certain tract consisting of the block beginning at the northeast corner of the alley formerly known as Atlantic Avenue and South Carolina Avenue, running thence east along the north side of said alley one hundred and fifty (150) feet, more or less, to a point; thence north parallel with said alley two hundred and thirty (230) feet, more or less, to a point; thence west parallel with said South Carolina Avenue one hundred and fifty feet, more or less, to the said alley; thence south with the east side of said alley two hundred and thirty (230) feet, more or less, to the beginning; also all the right, title and interest both at law and in equity of the said Princess Anne Investment Corporation in and to that certain tract or parcel of land, lying on the east of both of the above described lots, or parcels, included between a line parallel with and fifty (50) feet south of North Carolina Avenue, extended into Atlantic Ocean on the north, the Atlantic Ocean on the east and Fourteenth Street as recently laid out by the Virginia Beach Development Company, extended into the Ocean on the south together with all the ways, waters, water courses, riparian rights, privileges and appurtenances to the same belonging or in anywise appertaining; also all those certain lots or lots known as Lots No. 2 and No. 4 in Block No. 29 on Plat No. 2, part of the property of the Virginia Beach Development Company, recorded in Map Book No. 3, page 30, in the office of the County Clerk of Princess Anne County, and State of Virginia.

(2) A lot of land situated on Water Street in the City of Norfolk, conveyed by the Norfolk & Southern Railway Company to the heirs of Sarah Tait and others, recorded in deed book [illegible] page [illegible], described as follows:

Beginning at the southwest corner of Water Street and Woodside Lane, and running thence south along the eastern side of Woodside Lane, seventy-two feet two inches, more or less, to the northern side of the property now owned by the Norfolk and Southern Railway Company, numbered three, thence on the 16th day of June, 1909, payable on August 14th, 1909, with interest thereon at the rate of four and one-half per cent. each year on the principal sum of fourteen thousand dollars.

It is intended to refer to, describe, and include all property, franchises, privileges and immunities of every kind, character or description belonging to the Norfolk & Southern Railway Company, its predecessors and constituent companies, lines of railroad and leased lines, wherever the same are located, including all the property described in the aforesaid decree and in the report of Percy S. Stephenson, Esquire, heretofore filed in the above mentioned cause on or about August 7, 1909 (to which said report and exhibits reference is hereby made for a more particular description of the rights, privileges and franchises of said Norfolk & Southern Railway Company), and all property of every kind and description included in said Report, and decree including all the property owned by the Norfolk & Southern Railway Company at the time of the execution of its First and Refunding Mortgage, dated October 1st, 1907, and all property acquired by it subsequent to the execution of its said First and Refunding Mortgage, or by the aforesaid Receivers down to and including the day of sale, as set forth in said decree, whether the same be specifically mentioned in the foregoing descriptions or not.

EXCEPTING and RESERVING from the property to be sold all causes of action or recoveries had therein which the Receivers heretofore appointed in the above mentioned consolidated causes, or the railway company, may now or hereafter have against any individual, partnership, firm or corporation, on account of or arising from any investment which may be ordered upon the payment of Depot Bond, that is said case of Peters vs. Norfolk & Western Railway Company in the second day of October, 1909.

The aforesaid property will be sold subject to the lien of any and all taxes, assessments and water rents levied and assessed against the same, or against any part thereof, which are or shall be charged upon the mortgaged property and premises above described as prior to the lien of said First and Refunding Mortgage and subject to the following described mortgages, liens and indebtedness of the Norfolk & Southern Railway Company and its constituent companies, created by the Norfolk & Southern Railway Company, Trustee, of which the Metropolitan Trust Company of the City of New York is successor, to secure bonds maturing on May 1st, 1911, of which there are now outstanding bonds aggregating the principal sum of $[illegible], and in addition thereto bonds aggregating the principal sum of $[illegible], issued under said mortgage are held by the Farmers Loan and Trust Company of New York, Trustee, under the terms of the mortgage next hereinafter described.

2. A certain First General Mortgage and supplemental thereto, dated November 15, 1898, and November 3, 1901, respectively, made by the Norfolk & Southern Railroad Company to the Guaranty Trust Company of New York, Trustee, to secure an issue of bonds maturing on the first day of July, 1924, of which there are now outstanding in the hands of the public bonds in the aggregate principal sum of $[illegible], and bonds to the extent of $[illegible] pledged as security for the payment of the collateral trust notes of the Railway Company hereinafter mentioned.

3. A certain First General Mortgage of the Norfolk & Southern Railway Company, dated April 12, 1906, made to John S. Gittings and Walter E. Brooks, Trustees, to secure bonds maturing on the first day of April, 1911, of which there are now outstanding bonds aggregating the principal sum of $20,000.

4. A certain First Consolidated Mortgage made by the Norfolk & Southern Railway Company to the International Trust Company of Maryland, Trustee, dated July 1st, 1902, to secure bonds maturing on the first day of July, 1952, of which there are now outstanding thereunder bonds aggregating the principal sum of $200,000.

5. A certain First Mortgage and Supplemental Mortgage made by the Raleigh & Pamlico Sound Railway Company, dated February 25th and December 27th, 1904, respectively, made to the Knickerbocker Trust Company, Trustee, to secure bonds maturing on the first day of January, 1934, of which there are now outstanding thereunder bonds aggregating the principal sum of $195,000.

6. A certain Mortgage made by Frank S. Gannon and wife to Hugh C. Davis, Trustee, dated April 9th, 1906, to secure the principal sum of $60,000, maturing on April 9th, 1910.

7. A certain Equipment Mortgage made by the Norfolk & Southern Railway Company, dated October 1st, 1907, to the Manhattan Trust Company as Trustee, to secure equipment mortgage bonds issued thereunder aggregating the principal sum of $[illegible], which bonds have been pledged by said Railway Company with the Manhattan Trust Company as Trustee to secure certain collateral trust notes herein next referred to.

8. A certain Collateral Trust Indenture made by the Norfolk & Southern Railway Company to the Manhattan Trust Company (of the City and State of New York), as Trustee, dated October 1, 1907, to secure notes to be issued thereunder not to exceed the principal sum of $[illegible], maturing on the first day of November, 1910.

Reference is made to the report of Honorable Percy S. Stephenson, Special Master, heretofore filed in the above mentioned cause on or about the 7th day of August, 1909, as containing a more detailed description of the several mortgages aforesaid.

The undersigned special masters invite bids from all the property to be sold in one parcel and as an entirety, and will provisionally accept the bid of the highest bidder upon the said entire property and report the bid so provisionally accepted to the Court.

Any party to said cause or the holder of any bond or bonds secured by said First and Refunding Mortgage, may bid and purchase at said sale.

No bid will be received from any bidder or for any purchaser who shall not have first deposited with the special masters the sum of Two Hundred Thousand Dollars ($200,000) in cash or by certified check on some national bank or trust company of the City of New York made or endorsed payable to the order of said special masters, or five thousand dollars ($5,000) per [illegible] of bonds secured by said First and Refunding Mortgage, to satisfy such bidder's bid upon the property to be sold.

The cash deposit so deposited by any bidder in order to qualify as to bid at the sale, will be applied on the last and highest bid such bidder will make good has been accepted by the Court.

The cash deposits so deposited by bidders whose bids shall not be accepted will be returned to them by the receiver or trustee [illegible] the bidder or bidders from whom the same [illegible].

[illegible] bidder or bidders shall fail to make good his or their bid or bids [illegible] acceptance to comply with any order of the Court relating to the payment thereof or the completion of the purchase, then the same deposited by such bidder or bidders may, in the sole discretion of the Court, be forfeited to the receivers or trustee [illegible] cash or by check or [illegible] shall be forfeited to the receivers or trustee [illegible] failure and shall be applied on the payment of the expenses of a resale and of the present proceedings [illegible] less in case the property shall be sold at a less price on any such resale, not to such other purchaser as the Court may direct.

The purchaser or purchasers shall, on the confirmation of the sale by the Court, thereafter make such further payment or payments in cash or otherwise on account of the purchase price as the Court may from time to time direct.

So much of the purchase price as may not be required by the Court to be paid in cash may either be paid in cash or by purchase money mortgage on said property or any part thereof, or in such residue of his bid in whole or in part by turning in to the case [illegible] or credited, as hereafter provided, any bonds or coupons secured by said First and Refunding Mortgage payable out of the proceeds of the sale upon distribution thereof; and such purchaser will be credited thereon on account of the purchase price with such sums as may be a part of the purchase price if the whole amount of the purchase price had been paid in cash.

All such bonds and coupons as may be used to make such credit shall be surrendered to the Special Masters and cancelled if the whole amount due thereon is applied upon the purchase price; if less than the whole amount be so applied, then the same shall be marked and will be stamped or written upon such bonds or coupons, which will then be returned to the holder.

Certificates of deposit by any trust company in the City of New York, N. Y., City of Providence, Rhode Island, or City of Boston, Massachusetts, including the Trust Company of America, that it holds the bonds therein described secured by said First and Refunding Mortgage subject to the order of the party named, and transferred to the undersigned Special Masters, will be received by the Special Masters in lieu of the bonds specified in said certificate of certificates of deposit at the time of sale and on account of the payment of the purchase price bid, with the coupons on said bonds therein named had been collected to date.

The Court reserves the right to resell the property upon such notice as it may direct, and to hold the defaulting purchaser in case the purchaser thereof shall fail or omit to make any payment on account of any unpaid balance of the purchase price within ten days after the expiration of the order requiring such payment.

The purchaser or purchasers, his or their successors or assigns, shall not be required to see to the application of the purchase money.

The purchaser or purchasers at such sale shall be required to assume and adopt [illegible] and subsidiary contracts and agreements of the Norfolk & Southern Railway Company, entered into since the first day of July, 1899, the time of the amendment of the receivers and the above mentioned cause, but the purchaser or purchasers shall not be liable or their successors shall not be required to assume and adopt any contract or agreement [illegible] July 1, 1899, but shall have the right to elect whether or not to assume the same or any of such contracts.

The Court reserves and excepts from the operation of the sale made, all the rights arising upon and from any action heretofore filed in the above cause against Postal Telegraph Cable Company and the answer thereto made by the defendants in said cause.

The purchaser or purchasers shall as a part of the consideration for said sale, and in addition to the purchase price bid, take the property purchased subject to:

(1) Upon the sale being so that the purchaser or purchasers, his or their successors or assigns, will pay for and satisfy all costs and expenses of the receivership, including the reference heretofore made, which shall be fixed on the 23rd day of October, 1909, and have been or may hereafter be established thereunder as prior to, or on the day of sale, and the Equipment Mortgage and which at the time of the sale remain unpaid.

(2) Subject to all [illegible] contracts in respect to the property herein described, lawfully made by the receivers, which said contracts shall be assumed and performed by the purchaser or purchasers, his or their heirs and assigns.

(3) And upon the express condition that such purchaser or purchasers, [illegible] or their successors or assigns shall pay, satisfy and discharge any such indebtedness and obligations or liabilities shall have been contracted or incurred by the receivers in respect thereto before the delivery of possession of the property sold, including the indebtedness and liabilities of the receivers, evidenced by receivers' certificates heretofore issued under the order entered in said cause on the 19th day of December, 1908, aggregating the principal sum of $1,000,000.

(4) And upon the further express condition that such purchaser or purchasers, his or their successors and assigns, shall pay and satisfy all unpaid costs and expenses of said cause, consolidated causes, and all proper expenses attendant upon said sale, the unpaid compensation and allowances of the Special Masters appointed in said cause and all such expenses of organization and allowances of the court officers and of the solicitors and counsel of the complainant, the defendant and the receivers, both before and after said sale.

In the event that the purchaser or purchasers, his or their successors or assigns, shall refuse on demand to pay any of the before-mentioned indebtedness and obligations, persons holding the claims therefor, upon fifteen days' notice to the purchaser or purchasers or his or their successors or assigns, or such other notice as the Court may direct, may present to said Court a petition to have any such claim enforced against the property aforesaid; the purchasers shall have the right to appear and oppose such petition and the pertinent and material matters such proceeding shall have the right to appeal from any judgment, decree or order made thereon. The purchaser or purchasers, or their successors or assigns, shall have the right to enter their appearance in said Court or in any other Court, and he or they shall have the right to contest any claim or demand other than those in respect to costs and allowances pending at the time of the sale and then undetermined, and any claim or demand which may arise or be presented thereafter which, if allowed, would be payable by the purchaser or purchasers, his or their successors or assigns, which would be chargeable against the property purchased under the provisions of said decree, and may appeal from any decision relating to any such claim or demand, other than orders and decrees in respect to costs and allowances.

The Court reserves jurisdiction for the purpose of delivering title and possession of the property sold and to protect the rights of the purchaser to determine the priorities of claims filed in said cause and the costs and allowances to be made therein, and for such purposes as are more fully set forth in said decree of sale.

For a more complete statement of the property to be sold and the terms and conditions of said decree, the inquiry is made to the decree of sale, which will be filed in the office of the Clerk of the Circuit Court of the City of Norfolk, Virginia, and in the office of the Clerk of the Circuit Court of the United States for the Eastern District of Virginia at Norfolk, Virginia, and the decree ancillary thereto filed in the office of the Clerk of the Circuit Court of the United States for the Eastern District of North Carolina, and reference is made to said decrees and the record upon which the same are entered and to the reports of the special master, Percy S. Stephenson, Esq., and the inventories and maps filed by the Receivers to the same extent as if the same were hereto set out at length.

Further information may be obtained on application to the undersigned special masters.

HARRY K. WOLCOTT,
EDWARD B. BAIRD, JR.,
THOMAS J. JARVIS,
FREDERICK HOPE,
Special Masters.

Dessars.

STEPHENSON & TAYLOR,
ABBOTT MORRIS & CO.,
of Norfolk, Va.,
Complainants' Solicitors.

United States of America,
Eastern District of Virginia, ss:

I, Joseph P. Brady, Clerk of the United States Circuit Court for the Eastern District of Virginia, do certify that the bond in the sum of One Hundred Thousand Dollars ($100,000.00) required of the Special Masters by the "Amended decree of the Circuit Court of the United States for the Eastern District of Virginia, has been duly filed and approved.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Norfolk, Virgin