1876 - 14 Southampton County - Chancery Turner, Lucy et als vs - Turner, Geo R's Est

"Sale of land for Legal distribution"

Lucy Turner
Littleton W Turner
George J Turner + infts
Mat A. Turner

W S. Gwaltney, Exor
of Saml Young +
W H. Young +

Saml Keller Sh +
Admr Est - of
George R. Turner

~~47~~ 47

Summons

2 Bills, answers & Decree

Issues ordered

1871 Aug Decree as filed

1872 June - Rep. & Decree

Received by Clerk Circuit Court Aug: 13th 1873

1874 Feby - Report of decree.

1875 Feby Decree

Seven Co Decree J W Perrin

74 Dec.

Clk

1976

To the Hon. Judges of the County Court of the County of Southampton — In Chancery sitting.

Humbly complaining, sheweth your Complainants Lucy Turner, Littleton W., George J and Nat et Turner, the last three of whom are infants under the age of twenty one years, by the said Lucy Turner, their next friend, Jesper Turner and James Newton and Mist Newton, the two last infants under the age of twenty one years, by L. N. Edwards their next friend

That some years since Jesper Turner Sr. of the County aforesaid died intestate having a widow Macey Turner, who has since died and the following children his only heirs at law. to wit- William Turner, who has since died intestate having your Complainants Lucy Turner his widow, and Littleton W. George J and Nat et Turner his three infant children — Jesper Turner and James Newton and Mist Newton two infant children of Sally Newton, who was Sally Turner, and a daughter of the said Jesper Turner Sr, and George N Turner, who has since died unmarried and intestate, leaving the above named parties his only heirs at law; and whose estate has been committed to the hands of Saml. Wells Sheriff of Southampton County for administration — the above named parties being the only children and grand children of the said Jesper Turner Sr. and his only heirs at law — That the said Jesper Turner Sr. died seized and possessed of a tract of land, situated in the County aforesaid, adjoining the lands of Mrs. Polly Davis, N. et Jones and others, containing about 230 acres, which has been rented out for some years past for the purpose of paying the debts of the said Turner, his personal estate proving insufficient for that purpose, and the rents of which have now satisfied all his said debts —

Your Complainants further shew that George N Turner died one of the children of said Jesper Turner Sr, and who was entitled to one fourth interest in the land aforesaid, after the death of his father Jesper, by deed dated Decbr 5th 1860, (which deed is herewith filed as part of this bill) his interest in said land

to secure the payment of a debt due Saml. Drury amounting to the sum of $39.74 with interest from Jany. 1st 1858 - and also a debt due Saml. & W. N. Drury, amounting to the sum of $19.27 with interest from the same time - that the said Saml. Drury has died, and W. S. Goodrych has qualified as his Executor, and W. N. Drury, surviving partner of Saml. & W. N. Drury is still living - In consideration of the facts before stated, your Complainants pray that W. S. Goodrych Exor. Saml. Drury, W. N. Drury surviving partner of Saml. & W. N. Drury and Saml. Tullo, Sheff & admr. of George R Timms, be made defendants to this bill - that they answer the same; and that the Hon. Court will decree the sale of said tract of land, and a proper distribution of the proceeds according to law - and they will as in duty bound ever pray

W. S. Goodrych Atty &c

To the Hon. Judge of the County Court of Northampton County.

The joint and separate answer of W. S. Goodrych Exor. of Saml. Drury and W. N. Drury surviving partner of Saml. & W. N. Drury -

These respondents coming and severally &c - in answer to said bill say that the facts stated in said bill, they believe to be true, and have no objection to the sale of the said tract of land, and the proper and legal distribution of the proceeds of sale - And in further answer, these respondents state that the debt due Saml. & W. N. Drury in the bill mentioned - from ~~Saml~~ Timms - to wit - the sum of $19.27 with interest from Jany. 1st 1858, by virtue of a subsequent settlement between the parties is now due the Estate of the said Saml. Drury - And they answering pray to be dismissed the Court with their Costs &c -

W. S. Goodrych Exor. Saml. Drury
W. N. Drury by W. S. Goodrych atty

To the Hon. Judge of the County Court of Northampton County -

The answer of Saml. Tullo Sheff & admr. of George R. Timms to the above bill of Complaint - This respondent, coming and severally &c in answer to said bill says - that he believes the statements in said bill to be true - that nothing has ever come into his hands due the Estate of the said G. R. Timms, and he is not cognizant of any debt due by the Estate of said G. R. Timms, save the debt mentioned in the bill - And having answered prays to be dismissed the Court with his Costs &c -

Saml. Tullo admr &c
by W. S. Goodrych atty

Timms's heirs
&
Timms, admr &c

Decree

This day this cause was docketed with leave of the Court and by consent of the parties, and came on to be heard upon the bill and exhibits filed, the answer of W. S. Goodrych Exor. of Saml. Drury, W. N. Drury and Saml. Tullo Sheff & admr. of George R. Timms, and general replication thereto, and was argued by Counsel - On consideration whereof the Court doth adjudge, order and decree that James Drury, Jos. D. Pierce, R. A. Jones, Thomas B Powell and Jos. N. Claiborne, any three of whom may act, be and they are hereby appointed Commissioners of this Court for the purpose - that said Commissioners ascertain and report to this Court the following facts - to wit - 1st Whether the present position of the real estate of which Jesse Timms in said pleadings mentioned can be conveniently made among the parties entitled - 2d Whether the entire subject may be allotted to any party, who will accept it and pay therefor to the other parties such sums of money as their interests in may entitle them to - 3d Whether the interest of those entitled to the subject or its proceeds, will be promoted by a sale of the entire subject, or allotment and sale of the residue - That said Commissioners make report to this Court as soon as practicable, together with any matters specially stated and pertinent to the matters, or which may be required to be so stated by either of the parties -

Let the above decree be entered
J. W. Wrenhart Judge
August Term 1858

64

Turner & others

vs

Turner's Admr &c.

Petition of

L. B. Powell

1875 Feby 5

Turner &others-

vs } Petition of J. B. Powell -.

Turner Admr &c.

In this cause, your petitioner J. B. Powell respectfully shows as follows that he has a debt due him from Jesse Turner dec'd by bond for Seventeen 50/100 dollars; due & dated Decbr 25. 1860. That heretofore no acct has been taken of said debt. That said bond has been lost, as will more fully appear by the affidavit of your petitioner herewith filed, marked (A) & prayed to be taken as a part of this petition. That there will be sufficient funds in the hands of Com'r Goodwyn to pay this demand. Your petitioner therefore prays that he may be allowed to come in as a party plaintiff in this cause, and that his debt may be paid to him - and as in duty bound &c.

Feby 4. 1865. J. B. Powell
by J. B. Powell atty.

To Judge Circuit }
Court. Southampton Co }

Virginia - Southampton County to wit.

This day personally appeared before me, Geo: M. Hughes, a Justice of the Peace for the County aforesaid, in the State of Virginia, Thomas B. Powell, who being sworn, deposes as follows - That he had due him from Jesse Turner dec'd the sum of Seventeen 50/100 dollars, by bond ~~dated & due~~ Dec'br 25. 1869 - That said bond has been lost, & that the said sum of $17.50 Nor any part thereof has not been paid. Given under my hand Jany 30th 1875.

Sworn before me G M Hughes J.P.

Wm. A. Turner

&

Wife —

to

Deed

W. H. Peebles

This Indenture made and entered into this the 9th Day of September 1868 by and between Wm H. Turner and wife Lucy S. Turner, of the first part, and W. W. Peebles, of the second part, all of Northampton County, North Carolina, Witnesseth, That, for and in consideration of the sum of fifty Dollars, the receipt whereof is hereby acknowledged, the said Wm H. Turner and wife Lucy S. Turner have granted, bargained, sold, and conveyed, and, by these presents, do grant, bargain, sell, and convey unto the said W. W. Peebles and his heirs all of the share, interest and estate of them the said Wm H. Turner and Lucy S. Turner in and to a certain tract or parcel of land lying, being and situated in Southampton County, Virginia, adjoining the lands of Wm H. Jones, Mrs Harris, the widow of Harwell Harris, Joseph Lloyd, and lying on the Mill fork of the late John Parsons; it being the tract of land of which the late Jesse Turner died seized and possessed, containing two hundred and twenty seven acres, more or less, said interest being one fourth part thereof; to have and to hold unto the said W. W. Peebles and his heirs forever, to him and their only use and benefit. And the said Wm H. Turner and wife Lucy S. Turner hereby covenant and agree to warrant and defend the title hereby conveyed to the said W. W. Peebles and his heirs against the lawful claim or

claims of any and all persons whatever. In testimony whereof the said Wm H. Turner and Lucy S. Turner have hereunto set their hands and affixed their seals this the 9th day of September, 1868.

Signed, sealed and delivered in the presence of

P. T. Peebles
R. B. Peebles

W. H. Turner (Seal)

L. S. Turner (Seal)

State of North Carolina
Northampton County

Be it remembered that on the 9th day of September 1868, before me Noah R. Odom, Judge of the Probate Court of said County, the said Court being a court of law of superior jurisdiction, personally appeared Wm H. Turner and his wife Lucy S. Turner, the grantors named in the annexed deed of conveyance, and the said deed being likewise produced and exhibited before me, the said Wm H. Turner and his wife Lucy S. Turner acknowledged the due execution thereof by them as their act and deed. And thereupon the said Lucy S. Turner being by me privately examined, separate and apart from her said husband, touching her free consent in the execution of the said deed of conveyance, on such her examination, declared that she had executed the same freely, of her own will and accord, and without any force, fear, or undue influence of her said husband, or any other person, and did still voluntarily assent thereto. In witness whereof I have hereunto set my hand the day and year above written, and also seal of office.

Noah R. Odom Judge of Probate.

George R. Sumner
No. 3 Conveyance
96 – S.W.M.H. Dreng

George R. Turner

Know all whom it may Concern. I have this day Conveyed all right & title which I hold in my Father Jesse Turner's Estate at this time or may hereafter hold both personal & real Estate unto Samuel Drewry & William H. Drewry all parties of the County of Southampton & State of Va, For the Consideration of this Conveyance I am justly Indebted to Samuel Drewry by bond executed Nov. 18th 1858. Interest due from from the 1st Day of Jany 1858 for the sum of Fifty nine dollars & seventy four cents also Indebted to the said Sam'l & W H. Drewry jointly by bond bearing date 18 Nov. 18[illegible] with Interest due on same from 1st day Jany 1858. For the sum of nineteen Dollars & twenty seven cents Now after the payments of the said debts & Interest If there should be a surplus they the said Sam'l & W H. Drewry agrees to refund such amount as may be over by this Conveyance. I intend & direct the representative of my Father Estate to pay over to the said Drewrys all that may be due me and their Receipt shall be binding on my self & heirs. Witness my hand & seal this 5th day of Dec. 1860

Witness
Thos B Powell
John R. Jones

George R Turner Seal

George R. Sumner
No 3 note
Sam. Dreny
$59.74 Ct.
due 20 Jany. 1858

Old bill
Doesn't in
Land

$59.74 cts

On demand with Interest from 1st day Jany. last, I promise to pay Saml. Downs the just and full sum of fifty nine dollars and seventy four cents, witness my hand and seal this 18th day Novemb 1854

w stamp

James. Downs

G. H. Tierna (Seal)

George R. Turner
to
Note
Gov H. Perry
$19-27 Cts
dun 18 Nov. 1858

Lost but has
Not in Court

On demand for value Rec'd. I owe & promise to pay or cause to be paid unto S. W. & H. Berry the just & full sum of nineteen dollars & twenty seven cents. witness my hand and seal this 18th day of November 1858—

W Berry

G. Q. Garver (Seal)

Turner & others
to
Court, Court
Turner's adm'x

Know all men by these Presents, That we

Wm. S. Goodwyn and A. B. Riddick

are held and firmly bound unto the Commonwealth of Virginia, in the just and full sum of

Eight hundred dollars

to the payment whereof well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our Seals, and dated this 2nd day of October A. D. 1874

The condition of the above obligation is such that ~~if the above bound~~ whereas by a decree of the Circuit Court of Southampton County rendered at the February Term thereof 1874 in a suit in Chancery therein pending between Turner & others against Turners admor &c. the above bound Wm. S. Goodwyn was appointed Commissioner for certain purposes therein mentioned Now therefore if the said Wm. S. Goodwyn

shall faithfully discharge the duties of his said office or trust, according to law, then the above obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and delivered in presence of ~~the Court~~.

W. S. Goodwyn (Seal.)

A. B. Riddick (Seal.)

(Seal.)

(Seal.)

Southampton County Court, June Term 1872

Turner & others — Plaintiffs
against
Parker's Admr. &c — Defendants
} In Chancery

This day this cause came on again to be heard on the papers formerly read and on the Report of Commissioner Briggs made pursuant to the Order of November Court 1871. to which no exceptions have been filed, and was agreed by Counsel; on consideration whereof the Court confirming said Report, doth adjudge Order and decree, that W. S. Goodwyn, who is hereby appointed Commissioner of the Court for the purpose, received from the Clerk of this Court the three bonds returned with the Report of Commissioner Briggs executed by Joel Westbrook and David Turner, and collect the same as they become due, and out of the proceeds of the same after paying the balance of the Costs of this Suit which may remain unpaid he pay one fourth of the balance to W. N. Peebles Assignee of William Turner, and wife, one fourth of the same to the Guardian ad Litem of James Nicholson and Miles Newton, one fourth to Jesse Turner, and out of the remaining fourth he pay to W. S. Goodwyn Exr. of Saml Drewry the Sum of ($59.74) with interest thereon from January 1st 1858; and the further Sum of ($19.27) with ~~interest~~ interest thereon from the same time, and the balance of said portion, if any remain, he pay to Saml Kello admr of Geo R. Turner, and report his proceedings to Court. But this Decree shall be Suspended until the said W. S. Goodwyn, Commissioner, shall have executed in the Clerks Office, before the Clerk thereof, a Bond with good Security, in the penalty of ($700.) Conditioned for the faithful performance of his duties under this Decree.

A Copy Teste.

James R. Tyler, D.C.

Amended Report.

Out Of the $18.00 Balance in My hands I have paid Tax a/c for year 1870 $9.20 and $1.50 Stamps on Hand. Making $10.70 Leaving a balance in hand of $7.30 which will be required to pay future costs

Wm Driggs Coun

March 15th. 1872

Mar 18-1872- Read & fil'd Sd Report & Commissioners Certificate in the Matter of the Account of the Executor thereof & the Account of the Guardian

D. J. Spencer
Coun

Surrender
against Report
Surrender adm

1872 Mar. 18

In Obedience to a Decree of the County Court of Southampton County in the Chancery suit of Turner & others against Turner's Admr &c rendered at November Term 1871, I sold to the highest bidder in the Town of Jerusalem on the 18th day of December 1871, on a credit of one two & three years, the Real Estate of which Jesse Turner ~~of which Jesse Turner~~ died seized, and at the sale so made Joel F Westbrook became the Purchaser by bidding therefor the sum of Six Hundred & fifty Dollars; and the said Joel F Westbrook paid in Cash One Hundred Dollars, and executed his three bonds with David Turner as Security payable one two & three years after date carrying interest from date for One Hundred & Eighty three & 33/100 dollars each, which said bonds are herewith returned as a part of this Report: I distributed the Cash payment of One Hundred Dollars as follows: Paid Clerk of Court Six Dollars, Paid Wm S Goodwyn Attorney fifty Dollars, Paid Exley Davis Auctioneer four dollars, Paid My Commissions for selling Twenty two Dollars, Making in all Eighty two Dollars; leaving a balance in my hands of Eighteen Dollars, which amount will probably be consumed in paying future costs to accrue.

March 15th 1872 W E Driggs Comr

Rec'd January 15th. 1872 of W. D. Riggs
Com'r. in suit of Turner against Turner
fifty Dollars for my fee in said
Suit

W. L. Goodyear
atty

Turner & others

vs

Turner's Admr.

Petition of W. W. Peebles & Deed.

To the Hon Joseph H. Ingraham, Judge of the County Court of Southampton. In Chancery.

Your petitioner W. W. Pebles, respectfully represents to Your Honor as follows. That at the August Term 1871 of this Court, a decree was rendered in the Chancery cause of Turner &others vs Turner's Admr &c, appointing Commrs, with a view to the sale of the real estate whereof Jesse Turner died seized & possessed. In that cause, it is represented to your Honor that Wm Turner is one of the heirs of Jesse Turner, and he is accordingly made a party to the suit. Your petitioner showeth unto Your Honor that the said Wm Turner, in his lifetime by his deed of Bargain & sale, duly & formally executed, in which his wife Lucy A. Turner joined, conveyed all his interest in said tract of land to Your petitioner. ~~wherefore~~ as will appear from said deed herewith filed & made a part of this petition. Wherefore Your petitioner prays that he may be made a party to this cause, and such an order entered as may seem right & just. And as in duty bound, Your petitioner will ever pray &c. May it please the Court &c.

I. B. Turner p.q.

Sumner Luther

vs: & Comm^r. Dept

Sumner Adm^r. &c

1871 Oct 24

Turner & others
vs:
Turner Admr. &c.

Commissioners Report

We beg leave to report that it would be impracticable to divide in kind the real estate of which Jesse Turner, dec'd seized & possessed.

2. That it is impracticable to allot the entire tract to any one party, he paying the other parties their just proportion in money.

3. We are decidedly of opinion that the interests of all parties will be promoted by a sale of the entire tract of land, and the proceeds divided according to Law. all of which is respectfully submitted

Joseph W. Prince
Wm. B. Powell } Comm'rs.
Wm. A. Jones

Turner Depn, Est.

9.20

M. Jesse Turner, Esq.

To W. W. BRIGGS, Sheriff of Southampton.

TAXES FOR 1870.

To Tax on	230	Acres of Land, ...	$ 4 60
" " "		Male persons over 21 years, ...	
		County Levies, ...	
		Personal Property, ...	
		Land and Personal Property levied by County, ..	4 60
			$ 9, 20

Received ..... day of ..... 187 .....

..... Dollars in full.

..... Deputy,

For W. W. BRIGGS, Sheriff.

Summonths

1 3 Comr. Gordon's

Report

Summons Advice

~~Novr 1873~~

1874 Febry.

To the Hon. Judge of the Circuit Court of the County of Southampton -

The undersigned Commissioner begs leave to report that pursuant to the decree of the County Court of Southampton County at the June term in the year 1872, in the Chancery cause of Turner vs Parker & Turner & others, he went, on the 18th of Nov: 1872, from the Clerk of the Court, the three bonds executed by Joel Westbrooks and David Turner filed into the report of Commissioner Briggs, each in the sum of $183.33, created on the 18th December 1871, and due in one, two and three years after date - that one of said bonds has been due since the 18th December 1872, and another of said bonds ~~is now due~~ since the 18th December 1873 - that the Commissioner has made frequent applications to the parties for payment of the bonds past due with interest - accrued, and believes that the purchaser of the real Estate for which the bonds were executed is not able and will not pay them - The Commissioner further reports that he has ascertained that another party is willing to purchase the land, which was purchased by the said Joel Westbrooks, and for which the said three bonds were executed, and pay, at least, the same amount of money for the same including interest due on said bonds - In consideration of which, and inasmuch as the said first purchaser, Joel Westbrooks, has failed to comply with the terms of the sale, the Commissioner is of opinion that the interest of all parties would be promoted by a resale of the said land, and recommends that a decree be entered in the cause to that effect - the said bonds are herewith returned to Court

Respectfully submitted
W. S. Brodnax Comr.

July 20th 1874 -

Items &c

Field Work

2 3 Cens: Report

Items adv: &c

Receipt of

April 1876 - Rec'd of W. L. Goodyear Comr in the above suit of Jeremiah Williams &c vs Williams the sum of twenty nine dollars and 40/100 due I. B. Powell, the sum of thirty four dollars and 66/100 due Jefferson Jones, and the sum of thirty four dollars and 66/100 - due W. W. Reddy, being the amts due the said parties respectively pursuant to the report of said Comr in said suit - made to May term of the Circuit Court of Southampton County at May term 1876 -

I. B. Powell

atto

Lemma &c

3 Cases: Reference

Lemma &c

Circuit Court Nov: Term 1876-

Tennessee
vs
Thomas A Desha & c

Report of Com: Goodwyn

Pursuant to the decree in this cause at the May Term of the Court 1876, the undersigned Com: begs leave to submit the following report and statement-

One half certificate of deposit in Peabody Savings & Insurance Company for $114.80 dated July 17th 1873 to Mit-Stanton
Interest to June 6th 1876-
Amt due Donald Tennessee Land Bond. p. Com: report-

$ 57.25
4.48
17.38
$ 79.01

To Commissions for investing & collecting above certificate & Coupons Amt due Mit-Stanton-

8.08
$ 75.93

By Amt paid James A. Hedges, for orders of Victoria Stanton, sometimes called Mit-Stanton- p. receipt in full

$ 75.93

The Com: herewith files the receipt of James A Hedges who presented an order from the said Stanton for the above amt; and states specially, that the title and for the purchase of the land in the proceedings mentioned having been paid by the purchaser Donald Tennessee, the Com: has executed to him a deed for the same with special warranty; and that the objects of this suit being now attained, there is no reason for retaining the cause on the docket after the next Term of the Court-

Respectfully submitted
W L Goodwyn Com:

June 6th 1876-

Mr. W. S. Goodwyn I heard
that you wanted me to come
after my money you will
Pleas send it to me by the
James. A. Pledge August 5 1876
Victoria her + Newton
mark
Witness Henry his + Newton
mar

Sergeant 7th 1876 - Rec'd of W.
S. Goodyear Com'r in the chancery
of Tunica County Tunica Miss. the
sum of twenty five dollars and 33/100
in full of the within order from
Victoria Steiner, Complainant vs. Isaac
Newton - Isaac A. Sledge

Treasurer's Address

Fellow Citizens Commissioners

Report to May Term 1876

Received April 3. 1896 of W. S. Goodwyn Comr
in Chancery suit Turner vs Turner & others,
Circuit Court Southampton, Forty two 00/100
dollars - same being amt: to which
Jesse Turner is entitled in last distribution

L. B. Prince. atty.
for Jesse Turner.

Texas v. Texas et al.

Filed with Com. Gordon

Report to May Term 1876

Received Apl 3. 1876 of W. S. Goodwyn Com'r
in Chancery suit Turner vs Turner & others
Circuit Court Southampton Forty two 01/00
dollars, same being amt to which W. H.
Peebles, assignee of Wm Turner is entitled
in last distribution. (In that amt, a
credit to Peebles for $30.81) was received
as part payment.

I. B. Prince
atty for W. H. Peebles.

Volume of ants paid
to J. B. Prince - and de
ants due this portion -

Amt rec'd by Prince for W. W. Peebles — 42.01

" " " Lowe for Jefferson — 42.01

$84.02

Amt due J. B. Powell — $29.40

" " Jefferson — 34.66

" " Peebles — $34.66

Claim due Miss Estelle — 29.47

Amt due W. W. Peebles — $5.19 — 5.19 = 69.23

Balance due U. S. Bridge Comm. — $14.77

Summons

2/3 Costs and disbursements of sale

Summons

Received of W. L. Goodwyn Esq
19.76 Clerks costs
E.R. Edwards

Southampton Circuit Ct. Clks Office
Dec. 31st 1874

Turner &c
v
Turners adm &c
Clks

} Stat. of costs since Sale
To final decree

19.76.

attys taxed per cent paid by Court Mrgo. 16.00 L.R. Edwards Clk

$25.70 - Bal Costs due $3.70

Amt received for costs 20.00

Trans ortho

2 – 3 Cons: Report

Trans admin

Mary Lane 1876

James Goodwyn
&
James Goodwyn

May Term 1876 -

Report of Comm: Goodwyn

Pursuant to the decree of July. Term 1874, the undersigned Comm: submits the following report of the collection of the bond of David James, for the last payment of the real estate sold under the directions of the aforesaid decree, and the disbursement of the same

David James bond - due Decbr: 21st 1874 - $170.93
Interest to March 20th 1876 - (1.3) - 12.81
$183.74

Bal - costs of suit - $5.70
Writing deed to purchaser retained - 10.00
J. B. Powell. debt & Interest - 29.40 = $45.10
Bal - for distribution $138.64

Amt due W. W. Peebles as an Mr. James's wife - 1/4 = $34.66
" " Jesper James " 34.66
" " James Stanton 1/8 - 17.33
" " children of Stanton " 17.33
" " W. S. Goodwyn Exr: Saml. Dunn
from G. B. James portion - Decbr: 18th 1874, from
last report of Comm: - 139.42
Amt paid in part per last report 114.60
44.92
Interest thereon to March 20th 1876 - 3.36
48.28
Amt paid from G. B. James portion - 1/4 - 34.66 34.66 = 138.64
Bal due W. S. Goodwyn Com: - March 20th 1876 - $13.62

mw -

The Court states that the whole amt of the purchase money has been paid by Daniel Turner, the purchaser, and that he is entitled to a deed for the real estate in the proceedings mentioned -

The Court therefore orders the receipts of Wm. B. Price atty for T. B. Powell for the sum of $29.40, the same atty for W. W. Peebles and Jefferson Turner, each for the sum of $34.66, and of Daniel Turner atty for John W. Downing for James Stanton for the sum of $20.96 - The sum of $17.33 now remaining in his hands, together with the balance due on certificate of deposit now filed in the papers of this cause be paid to all the petitioners, who the Court is informed has now attained to the age of twenty one years, and is entitled to receive the respective sums -

Respectfully submitted

W. L. Goodykoontz

Com'r

March 29th 1876 Rec'd of
D. S. Gordon Comm'l Citizens of
twenty [redacted] dollars and [redacted] on
account of the Citizens order -
$20.00 Dist't Lieut Com'd'g Post
John H. Nanning



$ 45 24/100

Branchville Va March 24 1876

At Sight Pay to

the order of Pr. W. Harrison

Forty five 24/100 Dollars

Value received and charge the same to account of

To W. D. Lowery

Wm. Effs Norris

No

his
Garnett X Newton
mark

1

Summerdale

2 3 Comm. Report

Summary Report

Report of Comm. Gordon

1875 Dec. 21st

Summons

Ex 3 Report of Com. Erdman

James Adams

Pursuant to the decree in the above cause entered at Chancery Term 1878; and hereunto filed, the undersigned Comr. reports that he collected one half the cost due on the Certificate of deposit referred to in the decree, amounting to the sum of $60.29 on the 19th day of Chancery Term 1878; and paid the same to James Adams as directed in the decree, as will appear from the receipt of said Adams written on the copy of said decree hereunto filed. He Comr. herewith returns the Certificate of deposit, into the Credit Mutual endorsed

Respectfully submitted

W. L. Erdman Comr.

Dec. 18th 1878.

Durner et als

vs } Copy Decree

Durner's Admr

Recd of W. S. Goodyear Comr the sum of sixty dollars and 29/100 - in full of one half the within mentioned Commission -

Jas Newton
his
mark

Leslie D. R. Newton

Paid to be made

Certificate of deposit enclosed - W. S. G. Comr

Southampton Circuit Court November Term 1875.

Turner and Others — Plaintiffs
against
Purdie's Adm'r — Defendant
} In Chancery.

This day this cause came on to be further heard on the papers formerly read and was argued by Counsel. And it appearing to the Court that James Newton has attained the age of twenty one, the Court doth adjudge, order and decree that R. L. Goodwyn receive from and receipt for, to the Clerk of this Court, the certificate of deposit of the Petersburg savings and Insurance Company for $114.50 dated Feby 17th 1875, collect one half of the same and pay it to the said James Newton - take his receipt therefor and file with the papers in this cause - and the said Goodwyn will return the said certificate with his report to Court.

A Copy -

$5 for J. B. Peirce

Test, West. Barker D.C.

KNOW ALL MEN BY THESE PRESENTS, That we

Wm L Goodwyn

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Seven hundred dollars, good and lawful money of Virginia, to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally firmly by these presents. Sealed with our seals and dated this 18 day of November A. D. 1872.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Wm L Goodwyn Commissioner in the Suit of Turner &others v Turners adm appointed at the June Court 1872 of the Court of the County Court of Southampton County to receive & collect certain bonds &c

shall faithfully discharge the duties of his said office or trust according to law, then the above obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and delivered in presence of the Court.

Wm L Goodwyn [SEAL.]

Jno R Chambliss [SEAL.]

[SEAL.]

[SEAL.]

Nov: 13th 1873 - Recd: from the Clerk, the certificate of deposit specified in the documents at Nov Term 1875 -

N. S. Goodyear Com

Supreme Court

Jurisdiction } Report of Comm. Gordon

The undersigned Commissioner appointed to report, that Joel I Hurlbut, or any one for him, having failed to pay the amount in the decree named, amounting to the sum of $549.99 with Interest thereon from the 18th December 1871, on or before the 15th December 1874, he proceeded on the 21st December 1874 to sell, pursuant to said decree, the real estate therein mentioned and described by David Sims, the assignee in the bond of said Hurlbut for the sum of $670.98, which is the penalty of said Hurlbut's bond on that day with Commissioner aforesaid and there is therefore no claim on said Hurlbut for any deficiency, and his said bond may be released to him. He purchased [illegible] paid the amount thereon of $500 in cash, and executed his bond for the sum of $170.98 due six months after date, with Interest from date, and dated the 21st December 1874, which is herewith returned to Court. The following statement will show the disposition of the sum of $500 cash received made pursuant to the decree of June Term 1872.

Amt 3 Bonds due from Joel I Hurlbut	$549.99
Interest from Decr 18th 1871 to Decr 18th 1874	98.99
Commissioners Deed and Sale of Land	21.97
Total Amt Sale of Land	$670.98
Amt Cash received by Comr	500.00
Amt David Sims bond returned to Court	$170.98
Amt Cash rec'd by Comr as Commissioner	$488.06

Deduct paid Jos. B Prince atty for W. N. Peebles 4- $114.80
" " Same " " " Jasper Sims " 114.80
" " James Mitchenson Certificate of Deposit 114.80
" " W. S. Gordon Exr. Saml. Dunn 114.80 = $458.00

The Commissioner returns the receipts of Jos. B Prince for the amounts due W. N. Peebles and Jasper Sims, and the Certificate of Deposit of

of the Savings and Insurance Company of the City of Petersburg for the sum of $114.80 due James Mitchell and two infant children who sue by their guardian at law, to whom it is proposed subject to the disposition of the Court.

The statement below will show the whole amount due the Bank of Va. Dep. pursuant to the decree of June term 1878.

Bond due Bank. Dep. Jan 1st 1858	$ 39.74
Int to Decm 18th 1874	60.86
" " June " 1875	19.27
Interest to Decbr 18th 1874	19.85
Whole amt due Decbr 18th 1874	$ 139.42

Respectfully submitted

W. L. Goodwyn Comr.

Jos B Peirce

2 ⅔ Nickel

Germany Coins

Received Jany 4. 1875 of W. H. Goodyear Comr. one hundred & fourteen 50/100 dollars in full of amt due Wid. Peebles, assignee of Jesse Turner, from money collected from sale of Turner land.

J B Prince atty
for Wid Peebles

Received Jany 4. 1875 of W. H. Goodyear Comr. one hundred & fourteen 50/100 dollars in full of amt due Jesse Turner, from money collected from sale of Turner land.

J B Prince atty
for Jesse Turner

Westbrook

to 3 Brls

Briggs Comm

On Demand Three years —
after date with interest from date we
promise to pay W W Briggs Sheriff and
Commissioner in the Chancery suit of Turner
against Turner one Hundred & Eighty three 32/100 Dollars
for value received, and we waive our
right to claim the Homestead exemption
as to this debt. Witness our hands and seals
this 18th day of December 1871

Joel T Westbrook (Seal)
David Turner X His mark (Seal)
(Seal)

Westbrook

3 3 3 Bond

Briggs Court

On Demand Twelve Months after date, with interest from date for Promise to pay W. W. Briggs Sheriff and Commissioner in the Chancery suit of Turner against Turner. One Hundred & Eighty three 3 3/100 Dollars for value received, and we waive our right to Claim the Homestead exemption as to this debt. Witness our hands and seals this 18th day of December 1891.

Joel T. Westbrook Seal

David Turner & Wife mark Seal

Seal

Westbrook &c

Z 3 Bond

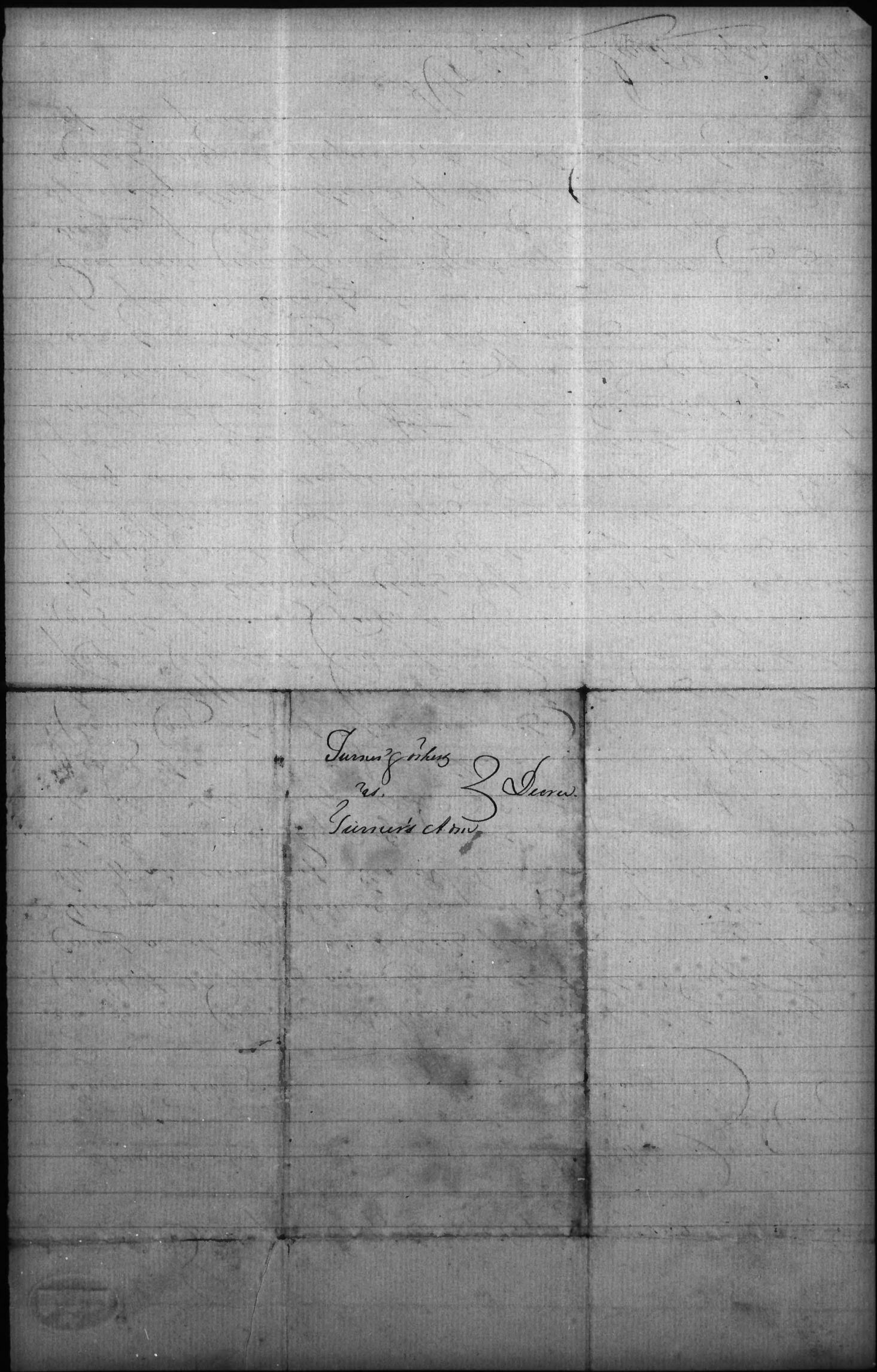
Briggs Coun.

On Demand Two years after date with interest from date, we Promise to Pay W W Briggs Sheriff and Commissioner in the Chancery suit of Turner against Turner one Hundred & Eighty three 33/100 Dollars for value received, and we waive our right to claim the Homestead Exemption as to this debt, Witness our hands and seals this 18th day of December 1891

Joel J. Westbrook (Seal)

David Turner X His mark (Seal)

(Seal)



Southampton County Court, August Term 1871.

Turner and others — Plaintiffs
against
Turner's Admr &c — Defendants

Injunction

This day this Cause was Docketed with leave of the Court and by Consent of the parties and Cause so far to Stand upon the Bill and Exhibits filed, the answer of W.S. Godwyn Exr of Samuel Drury, W.H. Drury and Samuel Hall Sheriff and Admr of Geo. R. Turner and general replication thereto, and was argued by Counsel; On Consideration whereof the Court doth adjudge, order and decree, that James Drury Jos. B. Brinkley, W.A. Jones, Thos B. Jones and Joseph W. Reese, (any three of whom may act,) be and they are hereby Appointed Commissioners of this Court for the purpose, that said Commissioners ascertain and report to the Court the following facts, to wit. 1st Whether partition of the real Estate of which Jesse Turner Jr. died Seized and possessed can be conveniently made among the parties entitled. 2d Whether the entire Subject may be allotted to any party, who will accept it and pay therefor to the other parties Such Sums of Money as their interest therein may entitle them to. 3d Whether the Interest of those entitled to the Subject in its present will be promoted by Sale of the entire Subject & allotment of part and Sale of the residue.

That said Commissioners Make report to the Court as soon as practicable, together with any Matters Specially Stated, deemed pertinent to the enquiry, or which may be required to be so Stated by either of the parties.

Test, James R Sykes, J.C.

Turner &c

vs Copy Decree

Turner's al.

fl 650

Interlocutory

Southampton County Court. November Term 1871.

Turner & others
against
Turners Adm'r &c.

Plaintiffs
In Chancery
Defendants

This day this Cause came on again to be heard on the papers formerly read, the Report of Commissioner Joseph A. Ivey, Thos. B. Turner and Wm A. Jones to which no exceptions have been filed, and the petition of W. W. Beasley, and was argued by Counsel. On consideration whereof the Court confirming said Report doth Order, adjudge and decree, that W. W. Briggs Sheriff of the County of Southampton, after having published the time, place and terms of Sale for at least twenty days previous to the day of Sale, at the Court House and other public places in the Vicinity of the Land, proceed to sell the real Estate in the Bill mentioned of which Josp Turner died Seized; and that he reserve out of the proceeds of Sale, as much in Cash as will pay the Expenses of Sale, and Costs of this Suit including a fee of Fifty Dollars to W. B. Goodwyn, Attorney, and for the balance of the proceeds of Sale, to take from the purchasers Bonds with good Security to bear interest from the day of Sale payable in equal installments, in One and two years, the title to be retained until the purchase Money be paid, that said Briggs report his proceedings to Court, together with the Bonds. A Copy

Cts Costs $ C. &c. pr. GRE

Test, James R. Sykes D.C.

Summons

in Decree

Issued Admiralty

Nov. Court 1871

To be entered

D. W. Wyckhart Judge

Turner vs Turner Nov. County Court 1871

Decree

Turner, Admr &c

This day this cause came on again to be heard on the papers formerly read, the report of the Commissioners Jno N. Pinner, Thos. B Powell and Wm. H Jones, to which no exceptions have been filed, and the petition of W. N. Peebles and was argued by Counsel. On consideration whereof the Court confirming said report doth order, adjudge and decree that W. W. Briggs Sheriff of the County of Southampton, after having published the time, place and terms of sale for at least twenty days previous to the day of sale, at the Court House and other public places in the vicinity of the land, proceed to sell the real estate in the bill mentioned of which Jesse Turner died seized, and that he reserve out of the proceeds of sale, so much in cash as will pay the expenses of sale and costs of this suit, including a fee of $50 to W. L. Goodwyn atty, and for the balance of the proceeds of sale, he take from the purchasers bonds with good personal security, to bear interest from the day of sale, payable in equal instalments in one and two years, the title to be retained until the purchase money is paid that said Briggs report his proceedings to Court together with the bonds

~~104~~ 94

Summer vacation

a 3/3 Decree

Summons & Ver: & c

Time Court 1872.

It is ordered

S. W. Logan Circuit Judge

Turner ors thos
&
Turner admr: &c

June Court 1872

Decree

This day this cause came on again to be heard on the papers formerly read and on the report of Comr Briggs made pursuant to the order of Oct: Court 1871, to which no exceptions have been filed, and was argued by counsel. On Consideration whereof, the Court confirming said report, doth adjudge order and decree that R. S. Gordon, who is hereby appointed Commissioner of the Court for the purpose, receive from the Clerk of this Court, the three bonds returned with the report of Comr. Briggs executed by Joel Westbrooks and David Turner, and collect the same as they become due, and out of the proceeds of the same, after paying the balance of the costs of this suit, which may remain unpaid, he pay one fourth of the balance to R. M. Peebles assignee of Mrs Turner and wife - one fourth of the same to the guardian ad litem of James Stewart and Ellen Stewart - one fourth to Jesse Turner and out of the remaining fourth, he pay to R. S. Gordon Exor: of Saml. Oxley the sum of $59.74 with interest thereon from Jany. 1st 1858 and the further sum of $19.27 with interest thereon from the same time, and the balance of said portion, if any remain, he pay to Saml. Tillo admr of George B Turner and report his proceedings to Court. But this decree shall be suspended until the said R. S. Gordon Comr: shall have executed in the Clerks office before the Clerk thereof, bond with good security in the penalty of $500 - conditioned for the faithful performance of his duties under this decree

But this decree is to be suspended until the said Goodwyn Commissioner shall have executed in the Clerk's office before the Clerks of this Court bond with good personal security in the penalty of Eight Hundred dollars Conditioned for the faithful discharge of his duties under this decree or any other order which may be entered in this Cause.

A Copy—

Test, S.R. Edwards C. C.

Turner &c
vs
Turners &mor

Copy decree

July Court 1874

Southampton Circuit Court February Term 1874

Turner & others Plaintiffs
against
Turner's admr &c. Defendants
} In Chancery

This day this Cause came on again to be heard on the papers formerly read and on the report of Commissioner Gordwyn this day returned, to which no exceptions have been filed and was argued by Counsel; on Consideration whereof the Court confirming said report, doth adjudge, order and decree, that unless the said Joel F. Westbrook, or some one for him, shall pay to the said Commissioner Gordwyn on or before the 15th day of December next the three bonds in his report mentioned, amounting to the sum of Five Hundred and forty nine dollars and ninety nine cents with interest thereon from the 18th December 1871, the said W. S. Gordwyn who is appointed a Commissioner of the Court for the purpose, after having given notice of the time, place and terms of sale at the Court House of the County of Southampton and two or more public places in the vicinity of the land in the proceedings mentioned, at least twenty days before the day of sale proceed to sell at public auction in Jerusalem on some Court day of said County the tract of land in the proceedings mentioned, of which Jesse Turner died seized; and out of the proceeds of sale the Commissioner is directed to reserve in cash so much as may be necessary to pay the expenses of sale and the balance of the Cost of this suit and for the balance of the proceeds of sale, he take from the purchaser two bonds with good personal security, in equal amounts, bearing interest from the day of sale, one payable six months and the other twelve months after the day of sale, and that the Commissioner report his proceedings to Court together with said bonds—

Summons

v

3 Docs

Summons & Plea

Feb Term 1874

to be entered

Ged. Blow,

in the penalty of $ 500 - conditioned for the payment of
$ 250 and costs that if case is compromised costs to be paid by
defendant and Plea Cancelled

Jerner &c Ths Circ Court - July Term 1874

v Decree

Jerner A Partridge

This day this Cause came on again to be heard on the papers formerly read, and on the report of Comr. Gregory this day returned, to which no exception has been filed, and was argued by Counsel - On consideration whereof the Court confirming said report, doth adjudge, order and decree that unless the said Jos S Battaile, or some one for him shall pay to the said Commissioner Gregory on or before the 18th day of December next the three bonds in his report mentioned, amounting to the sum of $342.33 with interest thereon from the 18th December 1871, the said M. S. Gregory who is appointed Commissioner of the Court for the purpose, after having given notice of the time, place and terms of sale at the Court House of this County of Northampton and two or more public places in the vicinity of the land in the proceedings mentioned, at least twenty days before the day of sale, proceed to sell at public auction in front on some Court day of said County, the tract of land in the proceedings mentioned, of which Joseph Jerner died seized; and out of the proceeds of sale the Commr: is directed to retain in Cash so much as may be necessary to pay the expenses of sale and the balance of the costs of this suit; and for the balance of the proceeds of sale to take from the purchaser two bonds with good personal security, in equal amounts, bearing interest from the day of sale - one payable six months, and the other twelve months after the day of sale - and that said Comr: report his proceedings to Court together with said bonds. But this decree is to be suspended until the said Gregory Comr shall have executed in the Clerks office before the Clerk of this Court bond with good personal secu-

ity

July 27th 1873 Rec'd of L. R Edwards Etts bond of Dond Timms mentioned in the within Deed

D. L. Goodyear Comr

Summonses } July term 1875 -
vs } Decree
Same defts. }

This day this cause came on again to be heard on the papers formerly read and on the report of Com. Goodyear made pursuant to the decree of June term 1872 and July term 1874, to which report no exception has been filed, and was argued by counsel - Upon consideration whereof the Court - confirming said report, doth adjudge, order and decree, that the said Com. Goodyear do and forthwith the Clerk of this Court - the bond of Daniel Simms filed and returned with his report - which said bond the Clerk will deliver up upon the said Goodyear Com. executing a receipt - for the same) and collect the sum therein due, and pay and the proceeds pursuant to the direction of the decree of June term 1872, and report his proceedings to Court -

And the Court doth further adjudge, order and decree that the certificate of deposit of the Savings and Insurance Company of Petersburg in the name of Com. Goodyear for the benefit of James and Mitchell for the sum of $114.60, returned with the report of said Com., be filed and deposited in the papers of this cause subject to the further order of the Court -

And it appearing to the Court - that there is no further claim on the said fund by Bartlett for any deficiency on account of the resale of the real estate in the proceedings mentioned, the Court doth further order that the two bonds executed by the said Bartlett with Daniel Simms his security for the original purchase of said real estate be delivered up to the said Bartlett by the Clerk of this Court -

Lumen coelum
in 3 Decree
Lumen Advers.

Nov: Jenn 1870.

Do he Enland

Geo. Blow.

In re Sorters
vs
Decree.
Final Adm't.

This day this cause came on to be further heard on the papers formerly read and was argued by Counsel. And it appearing to the Court that James Newton has attained the age of twenty one, the Court doth adjudge order & decree that W. S. Goodwyn receive from receipt for, to the Clerk of this Court, the Certificate of Deposit of the Petersburg Savings & Insurance Company for $114.50, dated Feby 17. 1875. collect one half of the same and pay it to the said James Newton - take his receipt therefor & file with the papers in this Cause - and the said Goodwyn will return the said Certificate with his report to Court.

Lumrooms 44

½ 33 Beam

Lumsdaine

May Term 1876

To be entered

Geo. Bliss.

May 8th 1876. Rec'd of L. B. Edwards Clerk &c. the certificate of Examination in above cause.

B. S. Enfield

Rec'r

James Orrell
vs
James Orrell &c

Circ. Court. May Term 1876

Decree

It being suggested to the Court, that since the last order in this cause, Mitchell Denton, one of the infant defendants, has attained the age of twenty one years, it is ordered that the proceedings in this cause be hereafter conducted in the name of the said Mitchell Denton - and this cause this day coming on to be again heard on the papers formerly read and on the report of Comr. Goodwyn made pursuant to the order in this cause at Feby. Term 1874, to which no exception has been filed, was argued by Counsel - On consideration whereof the Court, confirming said report doth adjudge, order, and decree that the said Comr. B. S. Goodwyn, withdraw from the papers in this cause the certificate of deposit filed with his report at Feby. Term of the Court 1875, for the sum of $114.50 due Mitchell Denton (which said certificate the Clerk of this Court will deliver to said Comr. upon his executing a receipt for the same) and pay over the proceeds together with the sum of $17.33, in his hands due the said Mitchell Denton pursuant to his report above mentioned, to the said Mitchell Denton - And it appearing to the Court that all the pecuniary matters in the proceedings mentioned has been paid by David Tunno, the petitioner, the Court doth further order that said Comr. Goodwyn make and execute to the said David Tunno, a deed for the same with special warranty, and report his proceedings to Court

Summons

Same

Summons Issued

Nov: Term. 1876

Geo. Below

1876 Nov Removed from the Docket

Circuit Court Ann: Term 1876.

James Forbes
v
James Corrigan

Decree

This day this cause came on again to be finally heard on the papers formerly read, and on the report of Com: R. S. Goodyear made pursuant to the order of May Term 1876, to which no exceptions have been filed, and was argued by Counsel - Whereupon the Court doth adjudge, order and decree that the said report be confirmed - And it appearing to the Court that the objects of this suit have been attained, on motion of the plaintiff, by their attorney, the Court doth order the same to be removed from the docket -